



**REGULAR MEETING OF COUNCIL**  
**Tuesday, September 5, 2023 @ 4:00 PM**  
**500 Matterson Drive, Ucluelet**

**AGENDA**

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1. CALL TO ORDER	
1.1 ACKNOWLEDGEMENT OF THE YUULU?I?ATH Council would like to acknowledge the Yuulu?if?ath, on whose traditional territories the District of Ucluelet operates.	
1.2 NOTICE OF VIDEO RECORDING Audience members and delegates are advised that this proceeding is being video recorded and broadcast on YouTube and Zoom, which may store data on foreign servers.	
2. LATE ITEMS	
3. APPROVAL OF THE AGENDA	
4. ADOPTION OF MINUTES	
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8.3	Larch Road Multi- Use Path Contract Authorization <i>James MacIntosh, Director of Engineering Services</i> <a href="#">RTC - Larch Road Multi- Use Path Contract Authorization</a> <a href="#">Appendix A - Project Dates, Finances, and Council Report(s) Log</a>	27 - 31
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10.	CORRESPONDENCE	
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10.3	BC Forest Practices <i>Keith Atkinson, Chair, BC Forest Practices Board</i> <a href="#">BC Forest Practices</a>	117 - 118
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10.7	Open-Net Pen Transition Plan Engagement Session- Sept 7, 2023 <i>Fisheries and Oceans Canada's</i> <a href="#">2023-08-23 Open-Net Pen Transition Plan Engagement Session- Sept 7, 2023</a>	127 - 130
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- 10.11 Temporary Relocation- LCRB Engagement 147 - 154  
*Monika Laube, External Engagement and Outreach Specialist, The Liquor and Cannabis Regulation Branch*

[2023-17-08 655928 - Liquor - Engagement Paper - LRS Temp Relocation](#)

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11. INFORMATION ITEMS

12. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS

- 12.1 Councillor Shawn Anderson  
*Deputy Mayor, April 1 - June 30, 2023*
- 12.2 Councillor Jennifer Hoar  
*Deputy Mayor, January 1 - March 31, 2023*
- 12.3 Councillor Ian Kennington  
*Deputy Mayor, July 1 - September 30, 2023*
- 12.4 Councillor Mark Maftai  
*Deputy Mayor, October 1 - December 31, 2023*
- 12.5 Mayor Marilyn McEwen

13. QUESTION PERIOD

14. CLOSED SESSION

- 14.1 Procedural Motion to Move In-Camera  
*THAT the meeting be closed to the public in order to address agenda items under Section 90(1), (c) of the Community Charter.*

15. ADJOURNMENT



**DISTRICT OF UCLUELET**  
**MINUTES OF THE REGULAR COUNCIL MEETING**  
**HELD IN THE UCLUELET COMMUNITY CENTRE, 500 MATTERSON DRIVE**  
**Tuesday, August 8, 2023 at 4:00 PM**

Present:       **Chair:**           Mayor McEwen  
                   **Council:**       Councillors Anderson, Hoar, Kennington, and Maffei  
                   **Staff:**           Duane Lawrence, Chief Administrative Officer  
                           James MacIntosh, Director of Engineering Services  
                           Joseph Rotenberg, Manager of Corporate Services  
                           John Towgood, Municipal Planner  
                           Monica Whitney-Brown, Planning Assistant

Regrets:

**1. CALL TO ORDER**

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

**1.1 ACKNOWLEDGEMENT OF THE YUULU?IŁ?ATH**  
**Council acknowledged the Yuulu?ił?ath, on whose traditional territories the District of Ucluelet operates.**

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

**2. LATE ITEMS**

**2.1 Additional Public Input Regarding District of Ucluelet Temporary Use Permit 22-12**

**2.2 Invitation to Meet with BC Assessments**

**3. APPROVAL OF THE AGENDA**

**3.1 August 8, 2023, Regular Council Meeting Agenda**

2023.2216.REGULAR *It was moved and seconded **THAT** the agenda be amended by:*

- 1. Adding the first late item, Additional Public Input Regarding District of Ucluelet Temporary Use Permit 22-12, to Report Item 6.1 Temporary Use Permit – Lot 12 (Black Rock Oceanfront Resort); and*
- 2. Adding the second late item, Invitation to Meet with BC Assessments, as Correspondence item 8.2*

CARRIED.

2023.2217.REGULAR

*It was moved and seconded **THAT** the August 8, 2023, Regular Council Meeting agenda be approved as amended.*

CARRIED.

#### 4. **ADOPTION OF MINUTES**

##### 4.1 **July 18, 2023, Regular Minutes**

The Mayor noted an error in the minutes as the Barkley Community Forest Corporation has not yet issued the 2023 dividend. The Corporation expects to issue the dividend in September.

2023.2218.REGULAR *It was moved and seconded **THAT** the July 18, 2023, Regular Council Meeting Minutes be adopted as amended.*

CARRIED.

#### 5. **PUBLIC INPUT & DELEGATIONS**

##### 5.1 Delegations

##### **Courtney Cathcart, Rogers Communications Re: Local Cellphone Service**

Rogers Communications provided a presentation on their services. The presentation included a description of Roger's commitments to investing in Western Canada, their Connected for Success Program, their planned work to allow cellular coverage on Highway 4 between Port Alberni and the Junction, and their intelligence infrastructure products. The delegate also described what local governments can do to encourage the expansion of cellular services and noted that works related to improving the cellular coverage on Highway 4 are scheduled to commence in 2025.

Councillor Maftai entered the meeting at 4:06 PM.

#### 6. **REPORTS**

##### 6.1 **Temporary Use Permit - Lot 12 (Black Rock Oceanfront Resort) Monica Whitney-Brown, Planning Assistant**

Ms. Whitney-Brown presented this report with the support of the Municipal Planner, John Towgood.

In response to Council questions Staff provided information about:

- an alternative route for the Wild Pacific Trail along the ocean facing side of the Black Rock Resort Oceanfront Resort;

- the limited sightlines to the proposed temporary use permit construction area from neighbouring properties;
- the current zoning of the property and the definition of affordable housing which is the principle allowed use of this property; and,
- the zoning of the property when it was purchased by the current owners.

Council discussed the limited impact on neighbouring property sightlines and the current zoning for the property which only permits resort condominium use in conjunction with affordable housing.

Council provided an opportunity for the Applicant to speak.

In response to Council questions, Applicant's agent, David Ehrhardt, outlined the subject property's ownership history, zoning history and potential future uses for the lot which include staff housing which would be prioritized for Black Rock staff.

The Applicant's agent noted issues with Schedule 3 of the proposed permit and requested:

- that condition a) be amended to remove reference to the seven mature trees;
- that condition e) be amended to require tree protection fencing be installed prior to excavation rather than prior to mobilization which allows for brushing to occur in these areas;
- the permit allow for the retention of organics onsite to be used for future landscaping.

The Applicant's Arborists, David Gemmel and Joe Corlazzoli, provided rationale for the requested permit amendments related to tree retention and tree fencing. The Contractors also outlined efforts recommended to mitigate the impact on trees outside the permit area, provided information on the size of trees to be removed within the permit area and the process associated with revegetating the permit area.

Council provided an opportunity for members of the public to comment on the proposed permit.

- Iman Makaremi, 1796 Rainforest Lane, spoke in opposition to the proposed permit. He noted concerns with the impact on significant trees on the site, the impact on the natural revegetation process, and the Applicant's lack of clear long-term plans that align with the site's zoning.
- Mr. Makaremi also read an email he submitted in opposition to the temporary use permit into the record.

The Clerk read a letter submitted by Barbara Schramm on behalf of the Wild Pacific Trail Society which advocated for a new trail on the ocean facing side of the Black Rock Resort and recommended that trees within the temporary use area be preserved in lobes.

There were six other letters included in the agenda package.

2023.2219.REGULAR *It was moved and seconded **THAT** Council amend Schedule 3 of Temporary Use Permit TUP22-12 as presented in Report No. 23-112 as follows:*

1. *Condition a): delete the words "seven mature trees"; and*
2. *Condition e): delete the words "Prior to any site mobilization" and insert the words "Under the direction of a certified arborist".*

CARRIED.

2023.2220.REGULAR *It was moved and seconded **THAT** Council authorize the Director of Community Planning to execute and issue Temporary Use Permit as amended TUP22-12 to allow the construction of a temporary parking lot and construction staging area for a period of two years on Lot 12 Marine Drive subject to the conditions included in the permit.*

CARRIED.

## **6.2 Peninsula Road Safety and Revitalization Design and Financing** **James MacIntosh, Director of Engineering Services**

Mr. MacIntosh presented this report.

In response to Council questions Mr. MacIntosh:

- noted that this project as presented would result in limited changes to the east side of Peninsula Road;
- outlined several options for installing the storm water outfall after this project is complete; and
- described the location of sanitary lines and water lines along Peninsula Road.

Council noted that deferring a portion of the project to a later date may not be recommendable as costs are escalating.

2023.2221.REGULAR *It was moved and seconded **THAT** Council endorse the design of Peninsula Road Safety and Revitalization as presented, for phase 1 advancement.*

CARRIED.

2023.2222.REGULAR *It was moved and seconded **THAT** Council allocate up to \$1,040,000 from the B.C. Growing Communities Fund (BCGCF) for construction of the storm system replacement.*

CARRIED.



2023.2223.REGULAR *It was moved and seconded **THAT** Council direct staff to prepare and issue a tender for construction of the Peninsula Road Safety and Revitalization works and storm system replacement, as presented.*

CARRIED.

2023.2224.REGULAR *It was moved and seconded **THAT** the meeting be recessed for five minutes.*

CARRIED.

The meeting was recessed at 6:01 PM and returned to session at 6:07 PM.

### **6.3 Pacific Rim Housing Development Cooperative Request** **Duane Lawrence, CAO**

Mr. Lawrence presented this report.

Council provided Pacific Rim Housing Development Cooperative (PRHDC) an opportunity to address Council. PRHDC's Agent, Louis Rouleau, noted that the Cooperative is investigating using tiny homes on frames to increase density, and they are seeking confirmation that lands have been allocated to this project for at least a year so they can pursue grant funding.

Council discussed PRHDC's proposal and noted:

- limited supply of District owned lands and corresponding opportunity costs;
- the need for high density options;
- the proposal's relatively low density;
- concerns with potential conflicts of interest in the allocation of units by the PRHDC;
- concerns with the disposal of District owned lands for a project which may support employers located outside the District; and
- challenges addressing the affordable housing issues through private developments.

2023.2225.REGULAR *It was moved and seconded **THAT** Council direct Staff to work with the Pacific Rim Housing Development Cooperative to review additional high density housing options.*

CARRIED.

### **6.4 Lot 16 Subdivision: Frontage of Proposed Lot 2** **Bruce Greig, Director of Community Planning**

John Towgood, Municipal Planner, presented this report.

2023.2226.REGULAR *It was moved and seconded **THAT** Council, with regard to the proposed subdivision of Lot 16 Marine Drive - and subject to the dedication of a 6m fire access lane as highway on the west side of proposed Lot 24 - exempt*

*the proposed Lot 2 townhouse parcel from the minimum 10% highway frontage under section 512(2) of the Local Government Act.*

CARRIED.

**6.5 Winter Lights Purchasing**  
***Abigail Fortune, Director of Parks and Recreation***

Duane Lawrence, Chief Administrative Officer, presented this report.

2023.2227.REGULAR *It was moved and seconded:*

1. ***THAT Council authorize the purchase of commercial Winter Exterior lights from Dekra-Lite Canada without undertaking a full competitive bidding process; and***
2. ***THAT Council approve Option 1 as described in Report No. 23-111 as the preferred decorative pole light.***

CARRIED.

**6.6 Salmon Fest Special Event**  
***Abigail Fortune, Director of Parks and Recreation***

Duane Lawrence, Chief Administrative Officer, presented this report.

2023.2228.REGULAR *It was moved and seconded THAT Council authorize the use of 160 Seaplane Base Road by the Ucluelet Chamber of Commerce and Redd Fish Restoration Society to host a beer garden in association with a fun run and night market on Sunday, September 10 from 4:00 pm – 8:00 pm.*

CARRIED.

**6.7 4th Annual Dustin Riley Soapbox Derby**  
***Abby Fortune, Director of Parks & Recreation***

Duane Lawrence, Chief Administrative Officer, presented this report.

2023.2229.REGULAR *It was moved and seconded THAT Council authorize the closure of Bay Street, from the intersection of Peninsula Road to the intersection of Cedar Road and, Cedar Road, from the intersection of Bay Street to the intersection of Park Lane from 7:30 am to 5:00 pm on Saturday September 9, 2023 for the annual Dustin Riley Soapbox Derby.*

CARRIED.

**7. NOTICE OF MOTION**

There were no notices of motion.

**8. CORRESPONDENCE**

**8.1 Black Press News**  
***Teressa Bird, Publisher***

**8.2 Invitation to Meet with BC Assessments**

***BC Assessment Local Government & Indigenous Relations Team***

The Mayor directed the Chief Administrative Officer to book a meeting with BC Assessments and identified issues for discussion.

**9. INFORMATION ITEMS**

**9.1 District Water Levels, Conservation and Staged Restrictions  
*James MacIntosh, Director of Engineering Services***

Mr. MacIntosh presented this report and responded to Council questions related to the impact of population growth on water supply.

2023.2230.REGULAR *It was moved and seconded **THAT** the Council meeting continue past three and a half hours.*

CARRIED.

**9.2 Monthly Mayor's / Chief's / President's Policing Report - June, 2023, Ucluelet Detachment "E" Division, British Columbia  
*Sgt. Marc Jones, RCMP***

**9.3 Monthly Mayor's / Chief's / President's Policing Report - July, 2023, Ucluelet Detachment "E" Division, British Columbia  
*Sgt. Marc Jones, RCMP***

**9.4 Medal of Good Citizenship - Call for Nominations**

**9.5 Clayoquot Biosphere Trust Annual Report Update  
*Rebecca Hurwitz, Executive Director, Clayoquot Biosphere Trust***

**9.6 North Island College's BUILD 2026 Strategic Plan and Year 2 Dashboard Report  
*Lisa Domae, President and CEO, North Island College***

**9.7 BC Wildfire Service Fire Fight Equipment  
*Leonard Hiebert, Chair, Peace River Regional District***

**9.8 Upgrades at West Coast Landfill Increase Opportunity to Reduce Waste  
*Jodie Frank, Solid Waste Project Coordinator, Alberni-Clayoquot Regional District***

**9.9 Resort Municipality UBCM Meeting  
*Doug Holmes, Mayor, District of Summerland***

**9.10 Small Talk Forum 2023  
*Councillor Sarah Fowler, Village of Tahsis***

**10. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS**

**10.1 Councillor Shawn Anderson**

***Deputy Mayor, April 1 - June 30, 2023***

Councillor Anderson met with the Alberni Clayoquot Health Network Table of Partners (ACHN) Coordinator to discuss ACHN activities. Councillor Anderson may represent ACHN at Union of British Columbia Municipalities annual conference in September.

Councillor Anderson will be meeting with representatives from Island Health in late September.

**10.2 Councillor Jennifer Hoar**  
***Deputy Mayor, January 1 - March 31, 2023***

Councillor Hoar attended the Wild Pacific Trail Society Board Meeting where the Black Rock's proposed temporary use permit was discussed. Councillor Hoar encouraged residents to attend the Society's information walks.

Councillor Hoar also attended Ukee Days. She noted excellent attendance at the annual barbeque and at the fair grounds. She thanked the Parks and Recreation Staff and event volunteers for making this event possible.

**10.3 Councillor Ian Kennington**  
***Deputy Mayor, July 1 - September 30, 2023***

Councillor Kennington Chaired the Accessibility Committee Meeting on July 25, 2023. The framework for this Accessibility Plan was discussed.

**10.4 Councillor Mark Maffei**  
***Deputy Mayor, October 1 - December 31, 2023***

**10.5 Mayor Marilyn McEwen**

Mayor McEwen attended a meeting hosted by the Alberni-Clayoquot Regional District where supports for business affected by the road closure at Cameron Bluffs were presented. She noted available business support funding through Community Futures discussed at the meeting.

Mayor McEwen attended Ukee Days on August 1, where she was a judge of the parade. The Mayor also met with Island Health on August 1.

**11. QUESTION PERIOD**

Council provided an opportunity to receive questions from members of the public. There were no questions.

**12. ADJOURNMENT**

The meeting was adjourned at 7:36 PM.

**CERTIFIED CORRECT:** Minutes of the Regular Council Meeting held on Tuesday, August 8, 2023 at 4:00 pm in the Ucluelet Community Centre 500 Matterson Road, Ucluelet, BC.

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Duane Lawrence, Corporate Officer

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Marilyn McEwen, Mayor





## REPORT TO COUNCIL

Council Meeting: September 5, 2023  
500 Matterson Drive, Ucluelet, BC V0R 3A0

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<b>FROM:</b>	DUANE LAWRENCE, CAO	<b>FILE NO:</b> 0530-10 APPT
<b>SUBJECT:</b>	FINANCE OFFICER APPOINTMENT	<b>REPORT NO:</b> 23-117
<b>ATTACHMENT(S):</b>	APPENDIX A – SCHEDULE B TO BYLAW NO. 1315, 2022	

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### RECOMMENDATION(S):

**THAT** Council rescind the appointment of Duane Lawrence as the District of Ucluelet Finance Officer effective September 5, 2023.

**THAT** Council appoint Bo Gill as a District of Ucluelet authorized signatory effective September 6, 2023.

**THAT** Council appoint Bo Gill as the District of Ucluelet Finance Officer effective September 6, 2023.

**THAT** Council appoint the Director of Finance as the authorized Collector.

### BACKGROUND:

Staff undertook a recruitment process for the hiring of a new Director of Finance in May of 2023. A recruitment agency was engaged to assist with the advertising, vetting and interviewing of prospective candidates. In all, 17 applications were received with five candidates selected for preliminary interviews, two of whom were invited to Ucluelet for a follow-up interview. The pool of candidates was very high and upon conclusion of the interview process the Director of Finance position was offered to Mr. Bo Gill.

Mr. Gill holds both Certified General Accountant and Certified Professional Accountant designations with a Masters in Business Administration. Mr. Gill has over 20 years of experience in corporate and municipal finance working in private industry, first nations and local government.

Under Part 5, [S. 146 and 149 of the Community Charter](#) Council must by bylaw establish an officer position which provides financial oversight for the organization. This position is referred to as both the Finance Officer and Director of Finance in District of Ucluelet Officers and Officials Bylaw No. 1315, 2022. With the hiring of Mr. Bo Gill, effective September 5, 2023, Mr. Gill can be duly appointed as the Finance Officer. As the Finance Officer Mr. Gill should also be appointed as the official Collector. The Collector is the person responsible for the collection of municipal taxes and related tax collection duties including tax sales.

As the Director of Finance, Mr. Gill will also be a designated signatory for the municipality which must be confirmed through a resolution of Council.

ANALYSIS OF OPTIONS

As specified in the Community Charter Council must appoint a Finance Officer. Staff is recommending that Mr. Bo Gill be appointed as Finance Officer and signatory for the District.

Respectfully submitted:                      Duane Lawrence, CAO



**Schedule B'**  
**Powers, Duties and Responsibilities – Finance Officer**

Council hereby assigns to the Finance Officer responsibility for financial administration for the District of Ucluelet, including the statutory powers, duties, and functions specified in Section 149 of the *Charter*.

The Director of Finance is hereby delegated the authority to:

1. Municipal Finances

- Receive all money paid to the District;
- Ensure the keeping of all funds and securities of the District;
- Expend and disperse money in the manner authorized by Council;
- Invest revenue funds, until required, in investments as permitted under the *Charter*;
- Ensure that accurate records and full accounts of the financial affairs of the District are prepared, maintained, and kept safe; and
- Compile and supply information on the financial affairs of the District required by the Inspector of Municipalities.

2. Human Resources

- Recommend to the CAO, the appointment, promotion, discipline, and dismissal of employees within the finance department; and
- Supervise all employees within the finance department.

3. General Administration

- Supervise the operation of the finance department for the District;
- Supervise implementation of Council directives and directives of the CAO;
- Act as a contact between the finance department and other departments under the supervision of the CAO;
- Review legal advice and proceedings;
- Supervise the obtaining of insurance as deemed necessary;
- Supervise the provision of or management of insurance matters;
- Prepare and arrange for filing of any documentation necessary under the *Financial Information Act* or otherwise;
- Attend, or ensure an alternate attends meetings of Council and Committees, as required by the CAO or Council;
- Provide advice to the CAO and Council regarding any matter of a financial nature;
- Prepare the five-year financial plan, as required under the Charter;
- Maintain a 20-year tangible capital asset and financial plan; and
- Oversee and ensure the completion of the District's annual financial audit in consultation with the District's Auditors.





## REPORT TO COUNCIL

Council Meeting: September 5, 2023  
500 Matterson Drive, Ucluelet, BC V0R 3A0

**FROM:** ABBY FORTUNE, DIRECTOR OF PARKS & RECREATION **FILE NO:** 8100-20

**SUBJECT:** EDGE TO EDGE MARATHON ANNUAL ROAD CLOSURE **REPORT NO:** 23- 118

**ATTACHMENT(S):** Appendix A – Route Maps

### RECOMMENDATION(S):

**THAT** Council authorize the annual closure of a portion of Marine Drive from Matterson Road to Peninsula Road from 8:30 am to 10:30 am and Marine Drive from Rainforest Drive to Matterson Road from 6:00 am to 5:00 pm for the Edge to Edge Marathon on the third Sunday of October.

### BACKGROUND:

The Ucluelet Chamber of Commerce and the District of Ucluelet have worked in partnership on the marathon since its inception. The start/finish line will start in front of the Ucluelet Community Centre (UCC) on the Marine Drive side. A running lane will also be sand bagged throughout the route to provide a safe pathway for the runners.

Where applicable, any section of the running route along Peninsula Road, requiring a road closure, will be applied separately to MOTI by the Ucluelet Chamber of Commerce for permission.

The Chamber of Commerce will be required to submit proof of insurance for the event naming the District of Ucluelet as additionally insured in a broad form Commercial General Liability Policy.

The Marathon Committee will be contacting the appropriate businesses and residents for those affected by the road closures.

### ANALYSIS OF OPTIONS

By closing the section Marine Drive as outlined in the attached Appendix A, the event is able to take place.

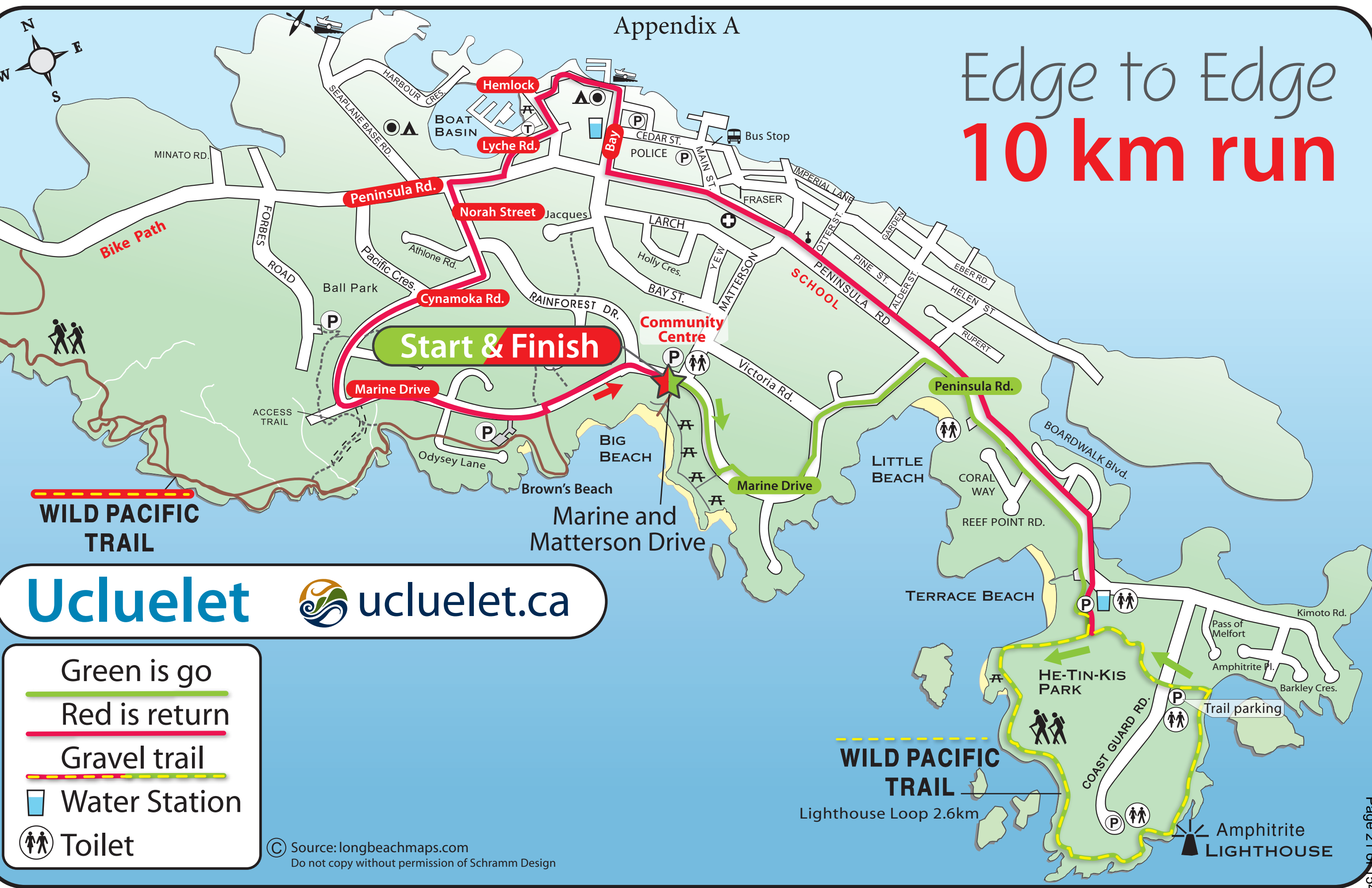
By not closing the section of road, traffic will not be disrupted but the event will need to be rerouted off the road or cancelled.

<b>A</b>	Approved the requested Road Closure	<u>Pros</u>	<ul style="list-style-type: none"> <li>Allows planned event to take place.</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>There would be a section of Marine Drive, in front of the UCC closed off for the day.</li> </ul>



# Edge to Edge 10 km run

Edge to Edge Marathon Annual Road Closure Abby Fortune, Director of Park



**WILD PACIFIC TRAIL**

**Ucluelet**  [ucluelet.ca](http://ucluelet.ca)

Green is go  
 Red is return  
 Gravel trail  
 Water Station  
 Toilet

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**WILD PACIFIC TRAIL**  
Lighthouse Loop 2.6km

Amphitrite  
LIGHTHOUSE

# Edge to Edge Half Marathon



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## REPORT TO COUNCIL

Council Meeting: September 5, 2023  
500 Matterson Drive, Ucluelet, BC V0R 3A0

**FROM:** ABBY FORTUNE, DIRECTOR OF RECREATION & PARKS **FILE No:** 7900-10  
**SUBJECT:** RECREATION & PARKS MASTER PLAN OUTLINE **REPORT No:** 23- 119  
**ATTACHMENT(S):** N/A

### RECOMMENDATION(S):

**THAT** Council approve the Recreation & Parks Master Plan objectives and key strategies as outlined in the report.

### BACKGROUND:

Within the 2023 budget process Council supported the allocation of funding to undertake the development of an updated parks and recreation master plan. This report provides an overview of the recommended objectives and strategies in the development of the new master plan. Staff is requesting Council confirm the presented strategies and objectives prior to engaging a consulting firm to assist in the development of the update master plan.

The Vision of the Ucluelet Recreation & Parks Department is to positively affect the overall health and well-being of the community by providing the best in Recreation, Tourism, Community Health, and Parks Services.

In the spring of 2011, the District of Ucluelet Recreation Department retained planning and landscape architecture consultants from AECOM to help prepare a draft Parks and Recreation Master Plan.

The Master Plan was built upon previous work undertaken and coordinated closely with the District of Ucluelet's 2011 Official Community Plan (OCP). The Plan functions as a complimentary document to the OCP, expanding on the policies related to parks, trails, and open spaces, as well as heritage and culture.

The goals of the 2011 Master Plan were to:

- Respond to the anticipated growth in the community with strategies to meet the needs of residents and visitors to Ucluelet, and to guide park and recreation development in the District over the next 10 years;

- Provide recommendations for improving the existing parks, open space, trail, and recreation system;
- Assess and make recommendations for the multi-use of the UCC and the long-term goal of dual operations for the facility as a conference space and a recreation space;
- Examine current recreation, Special Events and cultural programs offered by the District, and make recommendations for sustaining and improving the service; and
- Make recommendations for new parks and trails with broad and inclusive public consultation.

A master plan is desirable to:

1. Provide guidance to decision makers on matters of Recreation & Parks both current and in the future,
2. Plan for future amenities, infrastructure, pathways, walking trails, parks, and green spaces (asset management),
3. To ensure we understand and meet the recreation and culture needs of community members and the surrounding area.

#### ANALYSIS OF OPTIONS:

The current Parks and Recreation master plan is over 10-years old and with the adoption of the 2022 OCP should be updated to reflect the current and future needs of the community over the next 10 to 20 years.

Staff are recommending the updated Recreation & Parks Master Plan be developed to meet the following objectives:

- Provide guidance to meet the demands of residents and visitors alike and to guide park and recreation development in the District;
- Provide recommendations and guidelines for improving existing outdoor parks, open space, trails, and make recommendations for new parks, trails, and infrastructure where analysis supports it;
- Identify the future indoor facility needs of the community; and,
- Analyze current recreation and cultural programs offered by the District and make recommendation for improving the systems.

The Master Plan will be built upon the following key strategies:

- Continued development of the District's trail system;
- The provision of additional or enhanced recreation programs, Arts & Culture initiatives and means by which to assess their value to the community;
- The delivery and support of services in cooperation with other organizations;
- Inclusion of programmed and non-programmed recreation opportunities;
- The delivery and support of services in cooperation with First Nations communities;
- Ensuring a baseline standard level of quality of maintenance in facilities and parks;
- Development and acquisition of parks and open space;
- Continued emphasis on the retention of the District's natural areas;
- Creation of a playground replacement program; and,
- Continued investment and presentation of maintenance in facilities and parks.



The Ucluelet Recreation & Parks Department has adopted the Canadian Parks and Recreation “Pathways to Wellbeing” philosophy which envisions where everyone is engaged in meaningful, accessible recreation experience that foster, Individual wellbeing, Community wellbeing and the wellbeing of our natural and built environments. The Recreation & Parks Master Plan will focus on the key goals for the plan.



**Goal 1: Active Living**  
Foster active living through physical recreation.



**Goal 2: Inclusion and Access**  
Increase inclusion and access to recreation for populations that face constraints to participation.



**Goal 3: Connecting People and Nature**  
Help people connect to nature through recreation.



**Goal 4: Supportive Environments**  
Ensure the provision of supportive physical and social environments that encourage participation in recreation and build strong, caring communities.



**Goal 5: Recreation Capacity**  
Ensure the continued growth and sustainability of the recreation field.

A	That Council support the objectives and key strategies for the Recreation & Parks Master Plan	<u>Pros</u>	<ul style="list-style-type: none"> <li>The Recreation &amp; Parks Master Plan would move forward</li> <li>The plan would be a great asset to the community and Council as identified through the strategic plan.</li> <li>An updated plan would assist in accessing grant funding.</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>None</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>Estimated \$40,000 to engage a consultant in developing the updated plan</li> <li>200 – 300 hours of staff time over a 6-8 month period</li> </ul>

<b>B</b>	That Council amend the objectives and key strategies for the Recreation & Parks Master Plan	<u>Pros</u>	<ul style="list-style-type: none"> <li>Strategies and objectives of the updated master plan would reflect Councils intent</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>Depending on the objectives and outcomes, additional consulting time may be required.</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>Estimated \$40,000 to engage a consultant in developing the updated plan</li> <li>200 – 300 hours of staff time over a 6–8-month period</li> </ul>
		<u>Suggested Motion</u>	THAT Council direct staff to add the following strategies and objectives for the updating of the Parks and Recreation Master Plan.
<b>C</b>	Do not proceed with the updating of the parks and recreation master plan.	<u>Pros</u>	<ul style="list-style-type: none"> <li>Allocated funding could be used in other key priority areas.</li> <li>Staff time would be directed at other priorities</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>Could impact the success rate for future grant applications</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>No staff or financial implications</li> </ul>
		<u>Suggested Motion</u>	No motion is required.

**NEXT STEPS:**

- Issue an RFP for the Recreation & Parks Master Plan

Respectfully submitted: Abby Fortune, Director of Recreation & Parks

Duane Lawrence, CAO



## REPORT TO COUNCIL

Council Meeting: September 5, 2023  
500 Matterson Drive, Ucluelet, BC V0R 3A0

**FROM:** JAMES MACINTOSH, DIRECTOR OF ENGINEERING SERVICES

**FILE NO:** 1290-18

**SUBJECT:** LARCH ROAD MULTI-USE PATH CONTRACT AUTHORIZATION

**REPORT NO:** 23- 120

**ATTACHMENT(S):** APPENDIX A – PROJECT DATES, FINANCES, AND COUNCIL REPORT(S) LOG

### RECOMMENDATION(S):

THAT Council authorize the Mayor and Corporate Officer to execute a contract between the District of Ucluelet and Bowerman Construction Ltd. for \$444,104 plus G.S.T. to construct the Larch Road Multi-Use Path.

### BACKGROUND:

In June of 2023, Council endorsed the completed project design and directed staff to prepare the project for tender.

Project procurement documents were published on BCBids and on August 15<sup>th</sup> the opportunity closed with three qualified submissions. The submissions were scored for quality, completeness, availability, experience, and price. Of the three, Bowerman Construction Ltd. provided the best value proposal. Their submission is within the District's available construction budget while leaving a healthy contingency for unplanned expenses. Their submission plans to construct the full scope of work, including asphalt paving. They've requested a construction schedule that begins in March of 2024 and ends in May of 2024.

The BC Active Transportation Grant agreement has a completion date of March 31, 2024. Staff have requested from the grant funder an extension of the grant deadline to July 2024. The grant funder has not yet formally approved the extension; however, they have provided written verification that the extension will be acceptable.

**ANALYSIS OF OPTIONS:**

<b>A</b>	Council authorizes the contract for Bowerman Construction Ltd.	<b><u>Pros</u></b>	<ul style="list-style-type: none"> <li>• Bowerman Ltd. is an experienced contractor which provided the best value proposal that can be completed within budget and in a reasonable timeframe.</li> <li>• Authorizing the tender in September secures the contract pricing.</li> <li>• Bowerman Construction Ltd. and McElhanney Engineering have a positive project track record.</li> </ul>
		<b><u>Cons</u></b>	<ul style="list-style-type: none"> <li>• Construction can't start immediately and must wait until the spring when the asphalt plants reopen.</li> </ul>
		<b><u>Implications</u></b>	<ul style="list-style-type: none"> <li>• Schedule construction dates amended: March 2024 – May 2024.</li> </ul>
<b>B</b>	Do not proceed	<b><u>Pros</u></b>	<ul style="list-style-type: none"> <li>• The District could save the costs of construction and reallocate to other Council priorities.</li> </ul>
		<b><u>Cons</u></b>	<ul style="list-style-type: none"> <li>• Grant funding at risk.</li> <li>• Lost opportunity for community improvement.</li> </ul>
		<b><u>Implications</u></b>	<ul style="list-style-type: none"> <li>• Lost time and opportunity costs.</li> <li>• Grant funding would potentially be at risk.</li> </ul>
		<b><u>Suggested Motion</u></b>	No motion is required.

**POLICY OR LEGISLATIVE IMPACTS:**

- Procurement and Disposal Policy.

**NEXT STEPS**

- Award the contract to Bowerman Construction Ltd.
- Update the project website to further inform the community.
- Update Council with a construction schedule in the New Year.
- Construct the project in the Spring of 2024.

**Respectfully submitted:** James MacIntosh, Director of Engineering Services

## APPENDIX A – Project Dates, Finances, and Council Report(s) Log

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### Project Dates and Finances

Project Title	<ul style="list-style-type: none"> <li>Larch Road Multi-Use Path</li> </ul>
Project Dates/Milestones	<ul style="list-style-type: none"> <li>December 2019 – Concept design and community open house</li> <li>Feb 2022 – McElhanney Eng is hired for Pen Road + Larch Road</li> <li>April 2022 – Community Engagements</li> <li>November 2022 – BC Active Transportation Grant is awarded.</li> <li>June 2023 – Council reviews design, cost and next steps</li> <li>July 2023 – Tender</li> <li>March - May 2024 – Construction schedule</li> </ul>
Project Figures	<ul style="list-style-type: none"> <li>\$463,750 – BC Active Transportation grant</li> <li>\$198,750 – District of Ucluelet funds</li> <li>\$662,500 – Total budget</li> <li>(\$466,310) – Bowerman Ltd. (including taxes)</li> <li>(\$72,587) – McElhanney (including taxes)</li> <li>(\$123,604) – Contingency of 19%</li> </ul>
Project Team	<ul style="list-style-type: none"> <li>McElhanney Engineering</li> <li>Bowerman Ltd. (Pending)</li> </ul>

### Council Report(s) Project Log

#### March 29, 2022

**2023 Larch Road Multi-Use Path Project - Grant Applications** *John Towgood, Municipal Planner*  
Regular Council Meeting Minutes – March 29, 2022

Mr. Greig provided a summary of this report, requesting that Council authorize staff apply for upcoming grants for use with construction costs in the Larch Road project.

*It was moved and seconded THAT Council, with regard to the 2023 Larch Road Multi-Use Path project, direct Staff to:*

- Apply for both the Active Transportation Fund (Federal) and the BC Active Transportation (Provincial) grants.*
- Prepare a letter of endorsement from the District of Ucluelet to the two granting agencies to highlight the following points:*

**Appendix A**

- *That creating a safe and welcoming environment for people on foot and on bicycles in Ucluelet's commercial core is of high importance to the community and its livability.*
  - *That making this core area of Ucluelet's public realm more accessible is important to achieve the community's goal to be more inclusive and equitable.*
  - *That the proposed works are critical to safely integrate the expected increase in cycling traffic from the new Pacific Rim National Park Reserve's ʔapsčiiik ʔašii multi-use pathway and the Peninsula Road Safety and Beautification project.*
  - *That the improvements in the project area's pedestrian and cycling movement and the beautification of the project area would enhance the visitor and resident experience and support Ucluelet businesses.*
- CARRIED.

**November 15, 2022****BC Active Transportation Grant Funding Request *Donna Monteith, Chief Financial Officer***

Ms. Monteith presented this report. Council noted their support for the project.

2022.2215.REGULAR *It was moved and seconded:* Regular Council Meeting Minutes – November 15, 2022

- *THAT Council approve the BC Active Transportation Infrastructure grant application for the 2023 Larch Road Multi Use Path project, by contributing a maximum of \$198,750; and*
- *THAT Council shall provide overall grant management.*

CARRIED

**June 27, 2023****Larch Road Multi-Use Path Design, Costs, and Next Steps *James MacIntosh, Director of Engineering Services***

Mr. MacIntosh presented this report including the design proposal, construction options with corresponding costs, and funding possibilities.

Mr. MacIntosh addressed Council questions about alternate elements which could be eliminated from the project rather than path paving.

Council discussed not paving the path at this point in time and noted accessibility concerns and motorist's impacts. 2023.2184.REGULAR

**Appendix A**

*It was moved and seconded:*

- **THAT** Council direct staff to defer paving of the Larch Road multi-use path to a future year and prepare a tender for the construction of the project as presented in report No. 23-90; and further,
- **THAT** Council direct staff to include paving of the Larch Road multi-use path in the 2024 Five-Year Capital Plan for consideration. DEFEATED.

*It was moved and seconded THAT Council endorse the Larch Road Multi- Use Path design as presented in report 23- 90 and direct staff to prepare a tender for the construction of the project.*

CARRIED







## REPORT TO COUNCIL

Council Meeting: September 5th, 2023  
500 Matterson Drive, Ucluelet, BC V0R 3A0

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**FROM:** BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING      **FILE NO:** 3360-20-RZ20-07  
2450-20-65.100

**SUBJECT:** THE CABINS AT TERRACE BEACH – OCCUPANCY AND S.219 COVENANT      **REPORT NO:** 23- 121

**ATTACHMENT(s):** APPENDIX A – S.219 COVENANT CA9320013

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### RECOMMENDATION:

**THAT** Council direct staff that, despite the restrictions agreed to by the landowner in registered covenant CA9320013, occupancy permits may be granted for 10 of the 12 new buildings at The Cabins at Terrace Beach ahead of consolidating the subject parcels and registration of a statutory right-of-way for the proposed public trails.

### BACKGROUND:

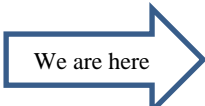
In August of 2021, development was approved on a number of properties owned and operated as The Cabins at Terrace Beach. On August 21, 2021, the *District of Ucluelet Zoning Amendment Bylaw No. 1282, 2020*, was adopted. A condition of granting zoning approval and issuing the Development Permit was that a section 219 restrictive covenant was registered on the titles of the properties to ensure a number of conditions were met as the development proceeds (see **Appendix “A”**). The consolidation of the fragmented existing parcels and concurrent registration of a statutory right-of-way for public trails was to occur before occupancy is granted on the new cabins.

In March of this year, Council assented to leave the SRW over the Lot 37 portion of the lands for a later date. This report addresses the covenant on a different parcel, namely the old closed Peninsula Road parcel where the new guest cabins are under construction.

The sequence of steps in the development approvals process for the Cabins expansion has been as follows:

1. First and Second Reading of:
  - a. OCP Amendment Bylaw No. 1281
  - b. Zoning Amendment Bylaw No. 1282
2. First three readings of:
  - a. Housing Agreement Bylaw No. 1283
3. Public Hearing for input on:
  - a. OCP Amendment Bylaw No. 1281

- b. Zoning Amendment Bylaw No. 1282
- c. Variances in DVP20-06
- 4. Third Readings, Adoption or Approval of:
  - a. Third reading to OCP Amendment Bylaw No. 1281
  - b. Third reading to Zoning Amendment Bylaw No. 1282
  - c. Adoption of Housing Agreement Bylaw No. 1283
  - d. Approval of DVP for the Lodge property.
- 5. Before adoption of the Zoning and OCP amendment Bylaws the applicant would need to:
  - a. register a restrictive covenant to ensure:
    - i. that, prior to obtaining an occupancy permit for the proposed new cabins, the subdivision to consolidate the lots and resolve the parcel boundaries will have been registered (note this would allow for building permits to be issued while the subdivision process is underway);
    - ii. that the development and use of the Lodge and Staff Housing will conform to the plans presented; and,
    - iii. that Section 218 Statutory Rights-of-Way be registered to allow for construction and maintenance of the public access trails by the District, as proposed on the submitted plans.
  - b. execute the Housing Agreement for the staff housing units.
- 6. Adoption of OCP and Zoning amendment bylaws;
- 7. Following notification and subject to public input, approval of DVP for the Cabins property;
- 8. Approval of a DP for the proposed new cabins;
- 9. Application for building permits for cabins;
- 10. Cabins construction;
- 11. Registration of subdivision; and,
- 12. Occupancy of cabins.



We are here

### Discussion:

Construction of the cabins is well underway. The owners have prepared and signed the subdivision plans to consolidate the parcels, and provide the statutory rights-of-way, as agreed to in the restrictive covenant. The documents are ready for registration with the Land Title Office but doing so requires assent by the Province to allow the pathway SRW to overlap a portion of Crown land – the bed of a watercourse that was returned to the Crown as part of defining the natural boundary during the subdivision of the neighbouring lot in 1997.

The watercourse in question was characterized as a ditch by the QEP doing the stream and wetland assessment. The channel runs next to the existing trail to the north end of Terrace Beach, and would have taken runoff from the old alignment of Peninsula Road. The bed of the watercourse is now Crown land and intersects with the new pathway SRW. No physical change is proposed to the existing trail or watercourse.

The section overlapping the Crown interest is highlighted in **Figures 1 and 2**:

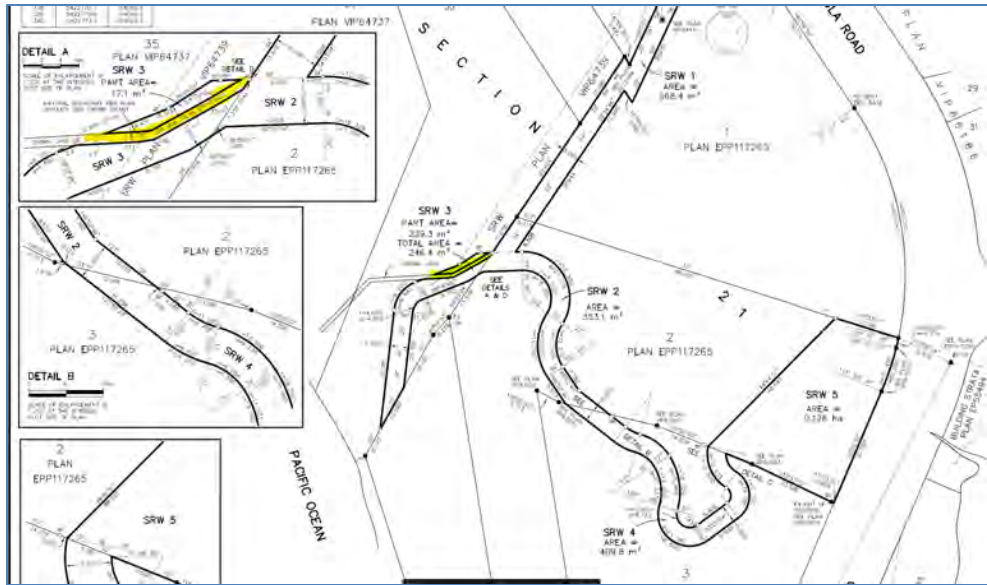


Figure 1: excerpt from survey plan

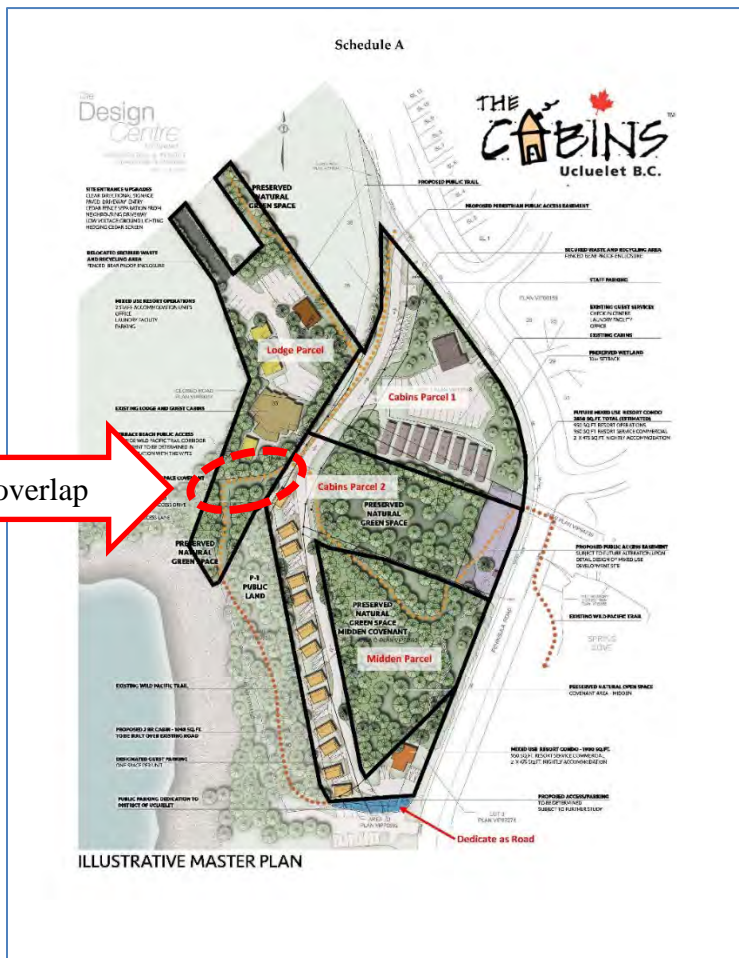


Figure 2: trail SRW section overlapping Crown watercourse

The pertinent sections of the restrictive covenant are highlighted in the excerpt below:

*"The Grantor will not use or occupy any residential or tourist accommodation building on the area of the Land marked "Cabins Parcel 2" on the Development Plans, nor request any occupancy permit from the District in respect of any such building on the Land, until and unless:*

- (a) *The parcels comprising the Land have been subdivided, or consolidated, or both, such that the configuration of the parcel boundaries is in accordance with Development Plans;*
- (b) *the Grantor, at its sole cost, has registered as a charge against the title to the Land, a statutory Right of Way with a minimum width of 5m on terms satisfactory to the District's Manager of Planning authorizing construction and maintenance of pedestrian trails, and public access to and through all areas of the Land shown in dashed lines and labelled "Terrace Beach Public Access", "Proposed Pedestrian Public Access", "Proposed Public Access Easement", or "Proposed Public Trail" on the Development Plans;*
- (c) *The Grantor has transferred title to the Yuuṭuʔiŋpaṭḥ Government - Ucluelet First Nation (UFN), subject only to this Covenant, and such other encumbrances as may be approved by the UFN in its sole discretion, of the area of the Land outlined in heavy black and labelled "Midden Parcel" on the Development Plans;*
- (d) *The Grantor, at its sole cost, has registered as a charge against the title of the new "Cabins Parcel 1" an easement in favour of "Cabins Parcel 2", both as shown on the Development Plans, for vehicle access in the area labelled as "guest access road";*
- (e) *The Grantor, at its sole cost, has registered as a charge against the title to the Land, a covenant restricting the use of the are of the Land located within the proposed "Cabin Parcel 2" and labelled as "Preserved Natural Green Space" on the Development Plans as green space, and prohibiting the no removal of trees or other vegetation (except to remove a hazard), any grading, disturbance, construction or alteration of that area of the Land, except as reasonably required for the development of public pedestrian trails as authorized by the statutory Right of Way in 4(b);*
- (f) *The Grantor has dedicated as highway the area shaded in blue and labelled as "Public Parking Dedication to District of Ucluelet" on the Development Plan.*

#### ***Amendments to Development Plans***

- 5. *The Grantor may request, and the District's Manager of Planning may, in his or her sole discretion approve, minor deviations from the Development Plan(s), provided that any such requests or approvals must be made in writing."*

The owners have followed through to deliver what was promised; the delay in obtaining assent from the Crown was not foreseen and is not within the control of the property owners. At the staff level, it was determined that some degree of flexibility is within the terms of the covenant: staff considered that occupancy could be granted to a point, and settled on 4 of 12 cabins as a balance that could be authorized at the staff level. Beyond that, Council approval is deemed necessary to enable further occupancy of the buildings to proceed while the parties await approval from the Province. Occupancy has been granted to date on the first four of twelve cabins as they

have reached completion. The next two cabins are ready to seek occupancy, and another three are scheduled to be complete in early October.

The recommended Council resolution would allow the owners to proceed as we await approval from the Province. Staff have reached out to the Province and have learned that the District's application has been reviewed and there are no issues, however it awaits approval from a lands manager. Many provincial staff have been seconded to support the wild fire response this summer, and understandably staff at the Ministries of Forests and Water, Land and Resource Stewardship cannot provide a timeline for the approval on this file. The final cabins are scheduled to be complete in November, and staff are hopeful that by that time the Province will have completed their process and the SRW will have been registered.

#### ANALYSIS OF OPTIONS:

<b>A</b>	Permit occupancy of 10 of the 12 new cabins prior to meeting all conditions agreed to in the restrictive covenant.	<u>Pros</u>	<ul style="list-style-type: none"> <li>• Would enable the owners to complete occupancy of the majority of the guest cabins and proceed with their business.</li> <li>• Would leave occupancy of the final 2 cabins deferred until after the SRW is registered, maintaining a significant motivation for all parties to see the development completed as originally intended.</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>• The timing of registration of the subdivision and SRW now depends on the Province; currently there is no timeline for delivery of a statutory right-of-way for a future public trail as agreed and as shown on the long-range plan for parks and trails in Schedule C of the Official Community Plan.</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>• Once provincial approval is granted, the subdivision and SRW would be registered with the Land Title Survey Authority.</li> </ul>
<b>B</b>	Deny occupancy of the initial cabins until all conditions of the restrictive covenant are met.	<u>Pros</u>	<ul style="list-style-type: none"> <li>• Unknown</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>• Would delay the owners' use of the buildings that they have invested in constructing to expand their business, causing financial hardship.</li> <li>• May invite challenge on the reasonableness of strictly enforcing all terms of the covenant due to delays outside the control of the owners.</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>• Staff time and potential legal costs.</li> </ul>
		<u>Suggested Motion</u>	No action is required.

#### NEXT STEPS:

If supported by Council, staff would work with the owners to ensure all other conditions of the covenant and DP continue to be met prior to occupancy being issued on the cabins.

Respectfully submitted:      Bruce Greig, Director of Community Planning



**TERMS OF INSTRUMENT – PART 2**COVENANT (Section 219 *Land Title Act*)

THIS COVENANT dated for reference the 11th day of August, 2021 is

BETWEEN:

GO CABIN VACATION PROPERTY MANAGEMENT INC., Inc. No. BC0647673  
1566 Peninsula Road  
Ucluelet BC V0R 3A0

(the “Grantor”)

AND:

**DISTRICT OF UCLUELET**  
Box 999  
200 Main Street  
Ucluelet BC V0R 3A0

(the “District”)

WHEREAS:

- A. The Grantor is the registered owner of land located at 1082 Peninsula Road in Ucluelet, British Columbia and more particularly described as:

PID	Legal Description
024-167-509	LOT 3 SECTION 21 CLAYOQUOT DISTRICT PLAN VIP67274
024-167-517	LOT 4 SECTION 21 CLAYOQUOT DISTRICT PLAN VIP67274
024-769-215	THAT PART OF SECTION 21 CLAYOQUOT DISTRICT SHOWN AS AREA C ON PLAN VIP70592
024-769-223	THAT PART OF SECTION 21 CLAYOQUOT DISTRICT SHOWN AS AREA D ON PLAN VIP70592

(together, 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 has applied to the District for a rezoning of the Land to permit development of the Land, and in connection with the Grantor's application for rezoning the Grantor has offered to grant this Covenant to the District;
- D. The Grantor wishes to grant this Covenant to the District to confirm it will only develop the land in compliance with plans previously presented to Council in support of the Grantor's rezoning application, and that it will not use or occupy the Land except on the terms and conditions agreed to by the parties and set out in this Covenant;

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:

#### **Definition**

1. In this Agreement, "Development Plans" means the plan attached to this agreement as Schedule A.

#### **Restrictions on Use and Development of the Land**

2. The siting, design and construction of the new tourist accommodation cabins proposed to be constructed on the area of land marked "Cabins Parcel 2" on the Development Plans must be consistent with the drawings attached to this agreement as Schedule B.
3. The area of the Land outlined in heavy black and labelled "Midden Parcel" shall not be developed or used for any purpose except for conservation, protection, public education and enjoyment of the natural and cultural features of this area of the Land, including the continued cultural practices of the Yuułu?it?ath. No tree removal is permitted in this area of the Land except when necessary for the removal of a hazard, and with written notice provided to the District. For greater clarity, no commercial activities, development, construction or placement of buildings, structures, vehicle access, parking, signage or other constructed features is permitted in this area of the Land except for the following:
  - (a) pedestrian pathways and trails;
  - (b) pedestrian-scale interpretive signs and wayfinding markers; and,
  - (c) benches, boardwalks and decks,

all of which must be suitable for providing safe and accessible pedestrian access, and a gathering space, in a natural public park-like setting.



4. The Grantor will not use or occupy any residential or tourist accommodation building on the area of the Land marked “Cabins Parcel 2” on the Development Plans, nor request any occupancy permit from the District in respect of any such building on the Land, until and unless:
- (a) The parcels comprising the Land have been subdivided, or consolidated, or both, such that the configuration of the parcel boundaries is in accordance with Development Plans;
  - (b) the Grantor, at its sole cost, has registered as a charge against the title to the Land, a statutory Right of Way with a minimum width of 5m on terms satisfactory to the District’s Manager of Planning authorizing construction and maintenance of pedestrian trails, and public access to and through all areas of the Land shown in dashed lines and labelled “Terrace Beach Public Access”, “Proposed Pedestrian Public Access”, “Proposed Public Access Easement”, or “Proposed Public Trail” on the Development Plans;
  - (c) The Grantor has transferred title to the Yuułu?i?ath Government - Ucluelet First Nation (UFN), subject only to this Covenant, and such other encumbrances as may be approved by the UFN in its sole discretion, of the area of the Land outlined in heavy black and labelled “Midden Parcel” on the Development Plans;
  - (d) The Grantor, at its sole cost, has registered as a charge against the title of the new “Cabins Parcel 1” an easement in favour of “Cabins Parcel 2”, both as shown on the Development Plans, for vehicle access in the area labelled as “guest access road”;
  - (e) The Grantor, at its sole cost, has registered as a charge against the title to the Land, a covenant restricting the use of the are of the Land located within the proposed “Cabin Parcel 2” and labelled as “Preserved Natural Green Space” on the Development Plans as green space, and prohibiting the no removal of trees or other vegetation (except to remove a hazard), any grading, disturbance, construction or alteration of that area of the Land, except as reasonably required for the development of public pedestrian trails as authorized by the statutory Right of Way in 4(b);
  - (f) The Grantor has dedicated as highway the area shaded in blue and labelled as “Public Parking Dedication to District of Ucluelet” on the Development Plan.

### Amendments to Development Plans

5. The Grantor may request, and the District's Manager of Planning may, in his or her sole discretion approve, minor deviations from the Development Plan(s), provided that any such requests or approvals must be made in writing.

### **Discharge**

6. If the District does not adopt the bylaw necessary for the rezoning mentioned in recital C by October 31, 2021, this agreement shall be of not further force and effect and the District shall, at the Grantors request, sign a discharge of this Covenant and return it to the Grantor for registration at the Grantor's expense.

7. The District further agrees that if the Grantor:

- (a) completes the development of the land in accordance with the Development Plans(s); and,
- (b) delivers to the District a registrable discharge of this Covenant from the title to the "Cabins Parcel 1", "Cabins Parcel 2" and the remainder parcel fronting Boardwalk Boulevard created by the subdivision of the Land

the District will execute the discharge, and return the executed discharge to the Grantor, and the Grantor may apply to register it in the Victoria land title office.

### **Subject to Bylaws**

8. This Covenant does not relieve the Grantor in any way from complying with all applicable bylaws of the District or other enactments applicable to the Land.

### **Inspections**

9. 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**

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

### **No Public Law Duty**

11. 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.

#### **No Obligations on District**

12. 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.

#### **No Effect on Laws or Powers**

13. 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**

14. The Grantor agree 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**

15. 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

16. 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

17. 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

18. 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

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

### Joint and Several

C:\Users\Lholberg\AppData\Local\Microsoft\Windows\Inetcache\Content.Outlook\0ESP8U12\Cov-Occupancy-The Cabins Go Cabins V3 JXT Edits (003).Docx

Aug 12, 2021 10:21 AM/bg

20. 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**

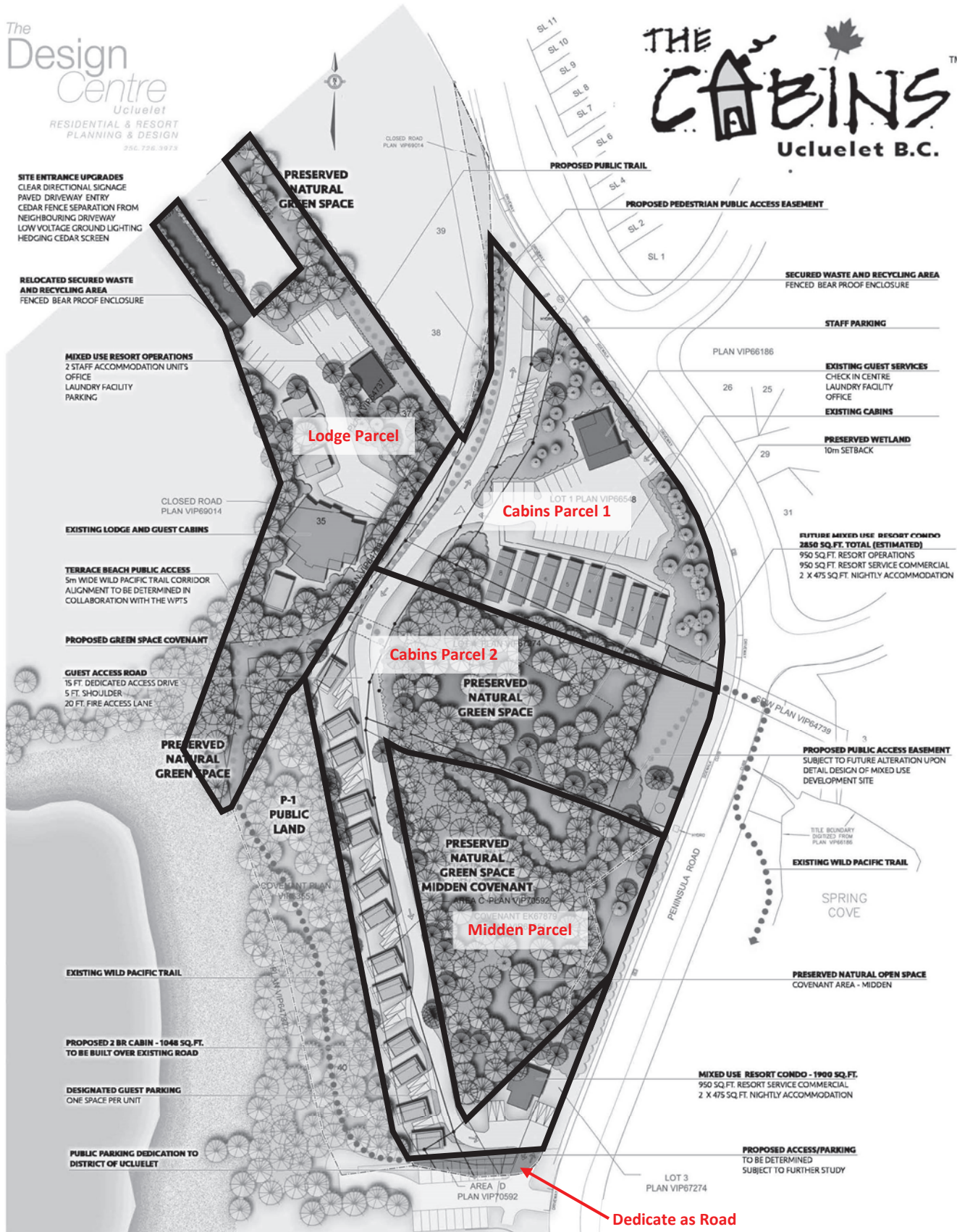
21. The Grantor must do everything reasonably necessary to give effect to the intent of this Covenant, including execution of further instruments.

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.

**Schedule A – Development Plans****Schedule B – New Cabins Drawing Set**

The Design Centre  
Ucluelet  
RESIDENTIAL & RESORT  
PLANNING & DESIGN  
250.726.3973

THE CABINS™  
Ucluelet B.C.



ILLUSTRATIVE MASTER PLAN



Prepared by:  
**Ian Kennington, BIA**  
 The Design Centre Uclulet  
 1000 West 12th Street  
 PO Box 1243, Uclulet, BC  
 V0R 3A0  
 250.726.3973

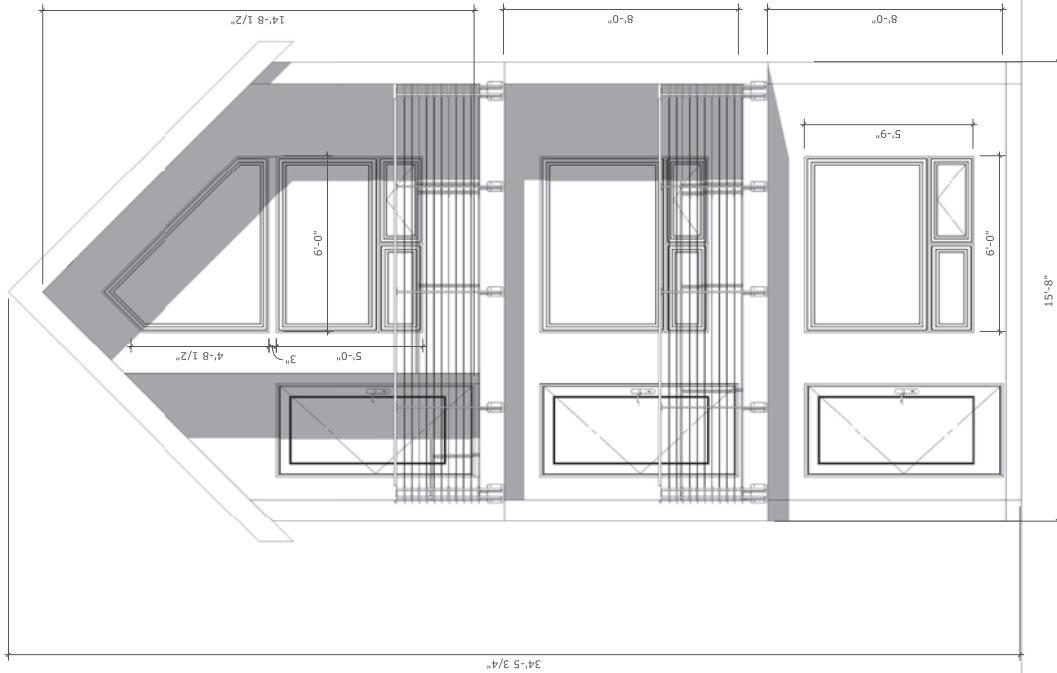
The Cabins at Terrace Beach



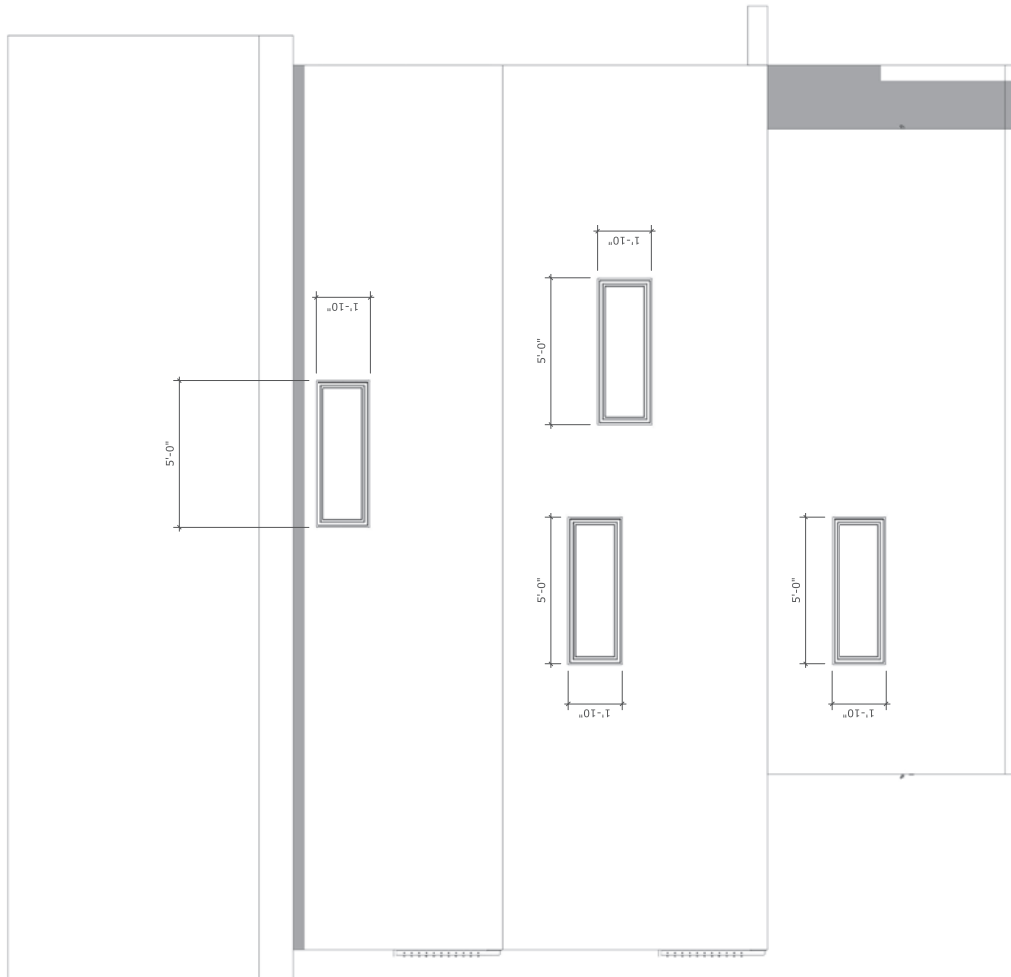


The Cabins at Terrace Beach - Occupancy and S.219 Covenant Bruce Greig, ...





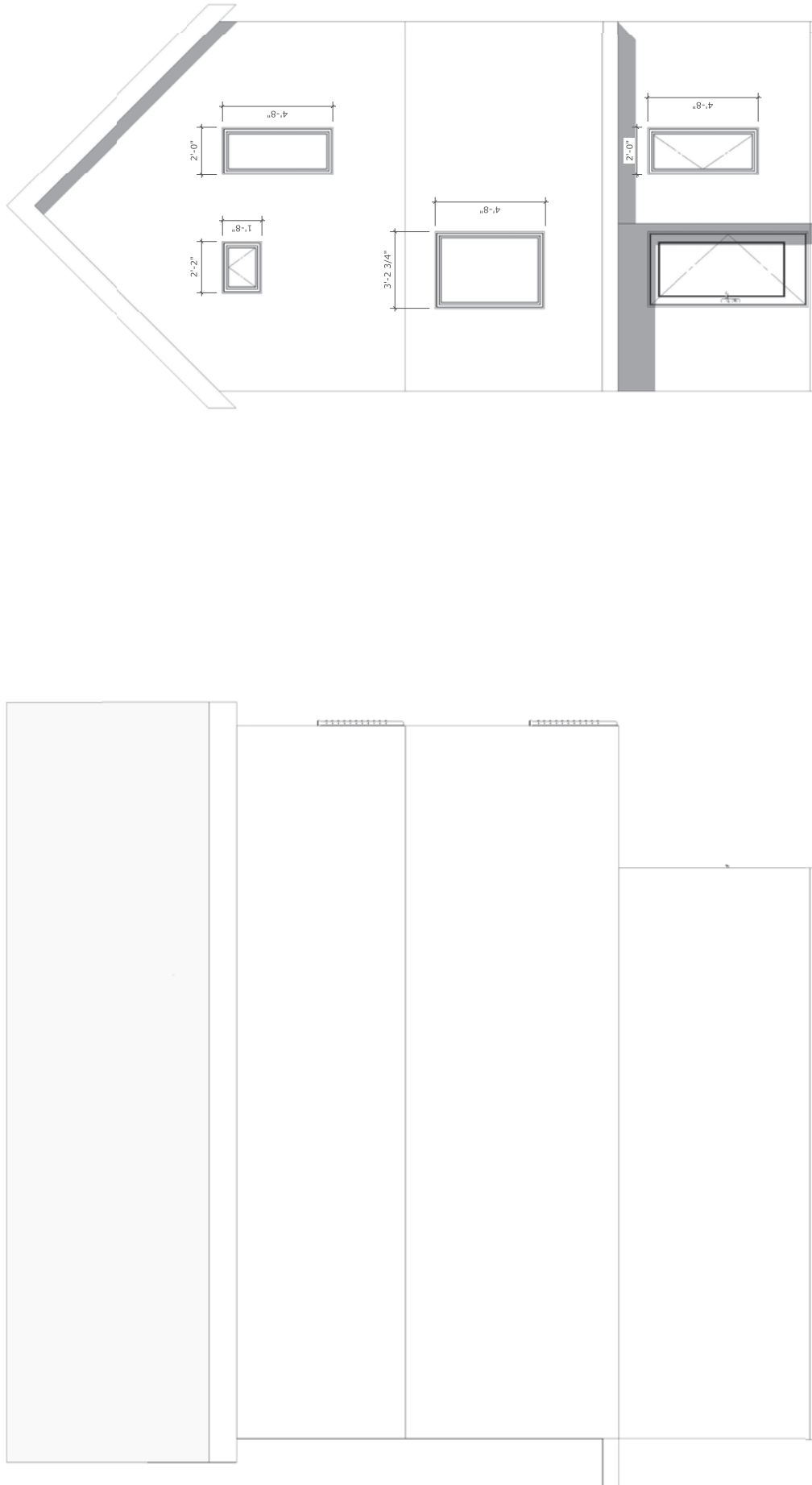
WEST ELEVATION - SCALE: 1/2" = 1'-0"



SOUTH ELEVATION - SCALE: 1/2" = 1'-0"

ELEVATIONS

1.090 Peninsula Road, Ucluellet, BC | The Cabins at Terrace Beach



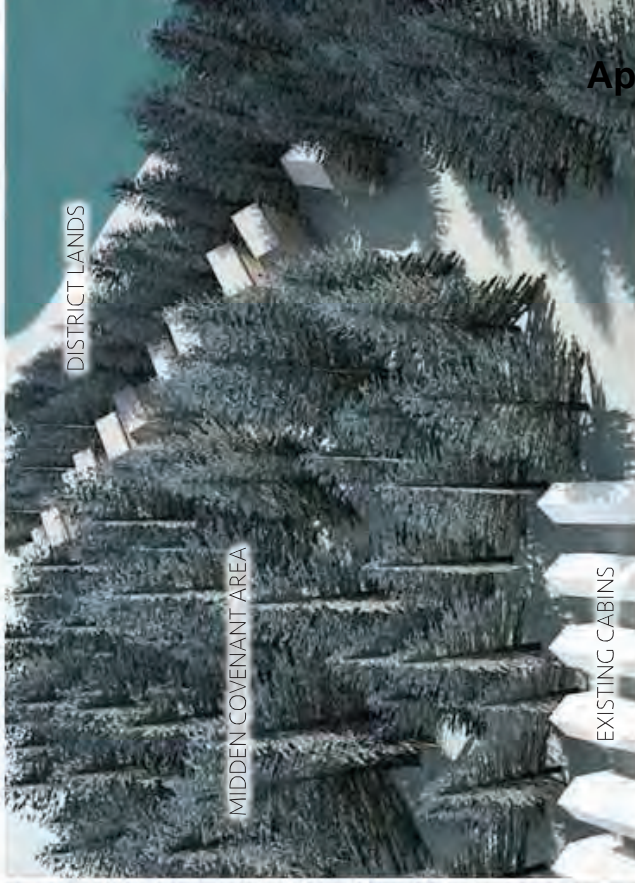
NORTH ELEVATION - SCALE: 1/2" = 1'-0"

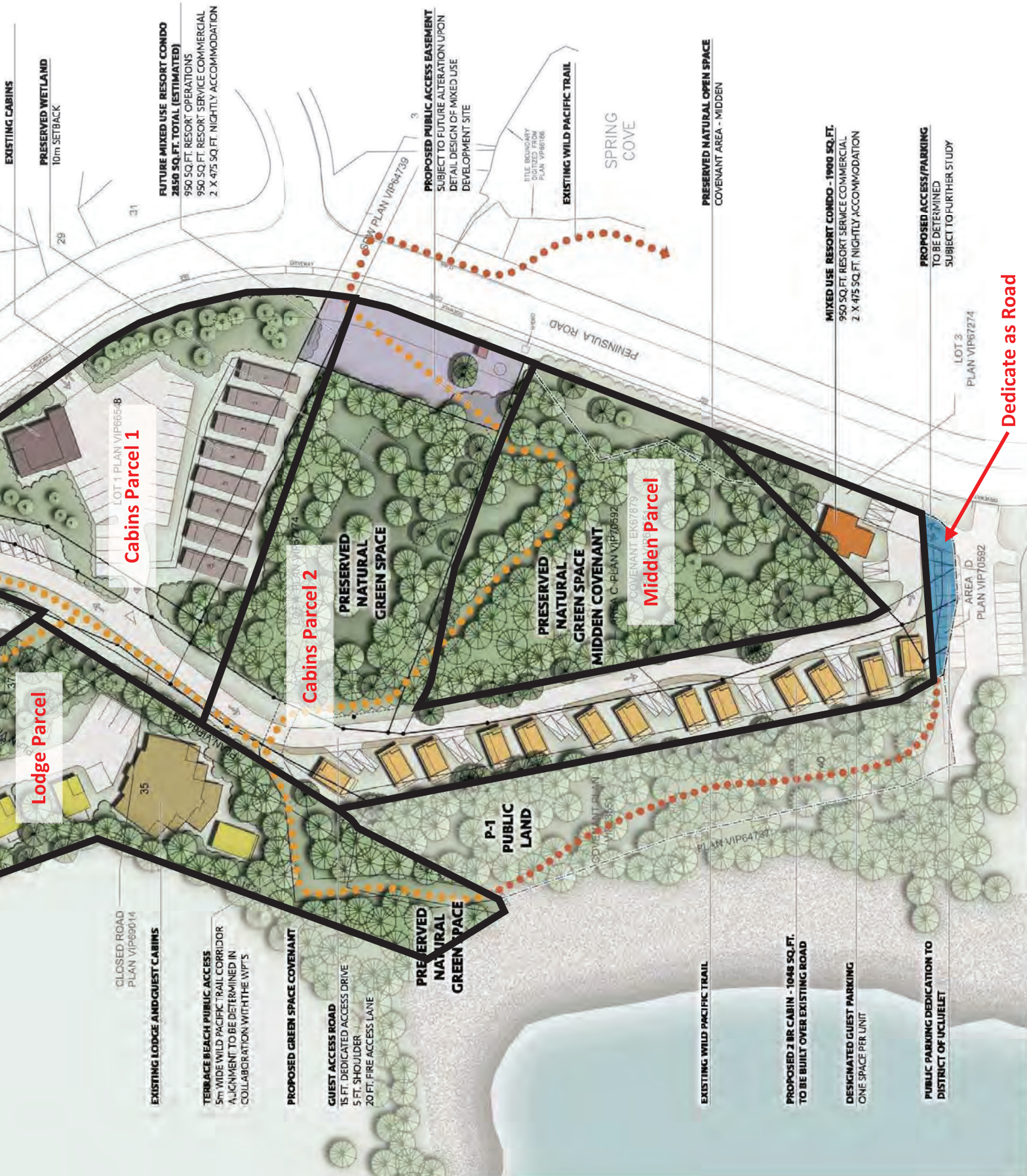
EAST ELEVATION - SCALE: 1/2" = 1'-0"



Schedule B (5 of 6)

SECTION VIEW FROM ACCESS LANE TOWARDS TERRACE BEACH





ILLUSTRATIVE MASTER PLAN

The Cabins at Terrace Beach - Occupancy and S.219 Covenant Bruce Greig, ...

## Joseph Rotenberg

---

**From:** Info Ucluelet  
**Sent:** August 23, 2023 8:56 AM  
**To:** Joseph Rotenberg  
**Cc:** Duane Lawrence  
**Subject:** FW: 2023 MIABC AGM Agenda  
**Attachments:** 2023 MIABC AGM Booklet.pdf

FYI



**Kathryn Wallace**  
**Administrative Clerk**

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

---

**From:** Heidi Scribner <[hscribner@miabc.org](mailto:hscribner@miabc.org)>  
**Sent:** Tuesday, August 22, 2023 3:12 PM  
**Subject:** 2023 MIABC AGM Agenda

**[External]**

Good afternoon,

Attached, please find the agenda for the Municipal Insurance Association of BC's (MIABC's) 36<sup>th</sup> Annual General Meeting (AGM), which will be held in Waterfront Ballroom A/B at the Fairmont Waterfront Hotel in Vancouver on Tuesday, September 19<sup>th</sup> from 3:30pm – 4:30pm in conjunction with the UBCM Convention.

Please also join us for the Voting Delegate Orientation at the same location from 3:00pm – 3:30pm just prior to the AGM (details can be found on page 4 of the attached booklet).

Best regards,

Heidi Scribner



**Heidi Scribner**  
 Administrator & Board Secretary  
 Tel: 604-449-6347 | Fax: 604-683-6244 | [hscribner@miabc.org](mailto:hscribner@miabc.org)

**Municipal Insurance Association of BC**

#200 - 429 West 2<sup>nd</sup> Avenue  
 Vancouver, BC V5Y 1E3  
[www.miabc.org](http://www.miabc.org)



## **NEW CLAIMS REPORTING PROCESS**

To report a claim, email [claims@miabc.org](mailto:claims@miabc.org)



MIABC

# 2023 Annual General Meeting



September 19<sup>th</sup>, 2023, 3:30pm – 4:30pm  
Waterfront Ballroom A/B, Fairmont Waterfront Hotel, Vancouver

<b>CALL TO ORDER</b> Chair Roy Scott (Director of Corporate Administration, District of 100 Mile House)	
<b>INTRODUCTIONS</b> Chair Roy Scott	
<b>ADDRESS BY THE MINISTER OF MUNICIPAL AFFAIRS</b> Honourable Anne Kang	04
<b>NOMINATING COMMITTEE REPORT</b> Director Lance Kayfish (Risk Manager, City of Kelowna)	05
<b>ADOPTION OF THE 2022 AGM MINUTES</b> Chair Roy Scott	
<b>CHAIR'S REPORT</b> Chair Roy Scott	06
<b>CLAIMS COMMITTEE REPORT</b> Director Clay Nelson (Purchasing Manager, District of West Vancouver)	07
<b>MEMBER SERVICES COMMITTEE REPORT</b> Director Penny Cote (Director, Alberni-Clayoquot Regional District)	08
<b>INSURANCE COMMITTEE REPORT</b> Director Stuart Horn (Chief Administrative Officer, Regional District of Central Kootenay)	09
<b>AUDITED FINANCIAL STATEMENTS FOR 2022</b> Director Karen Grommada (Deputy Chief Administrative Officer, City of Port Coquitlam)	10
<b>APPOINTMENT OF THE AUDITORS</b> Director Karen Grommada	10
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## ADDRESS BY THE MINISTER OF MUNICIPAL AFFAIRS

Honourable Anne Kang

Anne Kang was elected as the MLA for Burnaby-Deer Lake in May 2017. She previously served as both Minister of Advanced Education and Skills Training and Minister of Citizens' Services, as well as Parliamentary Secretary for Seniors and Multiculturalism.

Anne immigrated from Taiwan to British Columbia in the 1980s and has lived in Burnaby for more than 30 years. She has been an active community volunteer since age eight.

Anne was a three-term Burnaby city councillor before becoming an MLA and has been a leader in many organizations that build community and support those who are vulnerable. Anne's commitment to community was recognized when she was awarded the Queen's Diamond Jubilee in 2012 for her contribution to Canada.

Anne has a passion for life-long learning. She completed her post-secondary education at UBC, receiving a bachelor of music, a bachelor of education – elementary, a diploma in special education – learning disability, a master's degree in special education – gifted and creative learner, and completed two levels of Montessori certification. Before being elected MLA of Burnaby-Deer Lake, Anne was a music teacher and special education teacher in the Burnaby school district.

Anne grew up in and lives and works in Burnaby. She has two young children who attend public school in Burnaby.

## VOTING DELEGATE ORIENTATION

*3:00 pm – 3:30 pm*

Join CEO, Megan Chorlton, as she takes voting delegates on a journey through the history and governance structure of the MIABC. Learn more about your responsibilities as a voting delegate for your community and the value of owning your own insurance reciprocal.

**Delegates who attend the AGM will have their local government entered into a draw to win one of three Risk Management Grant prizes in the amounts of \$5,000, \$2,500, and \$1,000.**



## NOMINATING COMMITTEE REPORT

**Director Lance Kayfish** (Risk Manager, City of Kelowna)  
Nominating Committee Chair

This year, the five positions up for election for a three-year term are:

- Group A Representative: Members with population up to 2,000;
- Group B Representative: Members with population between 2,001 to 5,000;
- Group C Representative: Members with population between 5,001 to 25,000;
- Group D Representative: Members with population over 25,000; and
- Regional District Representative.

The Board has struck a Nominating Committee and appointed Board Vice-Chair Lance Kayfish, Risk Manager, City of Kelowna, as Chair of the Committee.

The Group A Representative position is currently vacant with no candidates running for the position of Group A Representative.

There is one candidate running for the position of Group B Representative: Roy Scott, Director of Corporate Administration, District of 100 Mile House. With no other candidates running for the position of Group B Representative, Roy Scott is acclaimed.

There are five candidates running for the position of Group C Representative: current Group B Representative Myers Bennett, Councillor, Town of Osoyoos; Adam Etchart, Councillor, City of Merritt; incumbent Steffan Klassen, Director of Finance & Corporate Services, Town of Creston; Ryan Nitchie, Councillor, City of Armstrong; and Sue-Lin Tarnowski, Interim Chief Administrative Officer, District of Metchosin.

There is one candidate running for the position of Group D Representative: incumbent Karen Grommada, Deputy Chief Administrative Officer, City of Port Coquitlam. With no other candidates running for the position of Group D Representative, Karen Grommada is acclaimed.

There is one candidate running for the position of Regional District Representative: incumbent Stuart Horn, Chief Administrative Officer, Regional District of Central Kootenay. With no other candidates running for the position of Regional District Representative, Stuart Horn is acclaimed.

Candidate profiles and the Nomination and Election Procedure Bylaw can be found at the back of the AGM booklet. We encourage you to familiarize yourself with each of the candidates and cast your vote during the election.

***The MIABC election  
will be held immediately  
after the AGM is  
adjourned.***



## CHAIR'S REPORT

**Chair Roy Scott** (Director of Corporate Administration, District of 100 Mile House)  
Board Chair

In November 2022, the MIABC celebrated its 35<sup>th</sup> anniversary. Reflecting on this milestone, I feel immensely proud of our progress. At the time of its creation in 1987, the MIABC was a two-person operation with a shaky financial foundation. Today, we have 172 members, a growing Property and Ancillary Insurance Program, a solid capital base, and an array of unmatched member services. Our staff has grown to 31 strong.

We're not done yet. In 2022, the Board and Executive Team gathered for a strategic planning workshop to set the MIABC's direction for the next three years. We chose the guiding principle of "Embracing the Future" to recognize that we must be proactive to support our members through their evolving challenges.

With our members' emerging priorities in mind, our group set six strategic goals for 2022 to 2025:

1. Grow our suite of insurance products and risk management services for the benefit of the MIABC;
2. Create an integrated claims management and CRM program with a functional member portal;
3. Deploy our capital strategically to support the long-term interests of the MIABC;
4. Help our members to feel like owners and understand our value;
5. Attract and retain exceptional talent; and
6. Become leaders in risk intelligence and education for local governments.

A year into this Strategic Gameplan, the MIABC is already taking bold steps toward achieving these goals thanks to a strong focus on collaboration. There were many great examples of this in 2022 and 2023.

Our Property Insurance Program continued to flourish, with excellent member retention

and ongoing growth. Today, over 50% of the MIABC's members are part of our Property Insurance Program. We owe our success, in part, to collaboration with our reinsurance broker, AON Benfield, and our other reinsurance partners.

Our staff prioritized collaboration with our members, recognizing that local government staff have an immense wealth of knowledge that can be deployed to serve the membership. For example, in developing a series of Policy Toolkits, our team created several focus groups made up of a diverse cross-section of our members' staff. The input of these individuals, with their boots-on-the-ground insights, contributed immeasurably to the quality of the toolkits.

The MIABC has long collaborated with strategic partners, including the Local Government Leadership Academy (LGLA), which provides training and education to local elected officials and senior administrators. Our staff have been presenting with the LGLA for years and again this year participated in the popular Elected Officials Seminar Series. We are well on our way to becoming leaders in risk intelligence and education.

Finally, the ongoing stable support of our membership remains an enormous advantage to us as an organization. Due to the hard insurance market prevailing globally, we faced a challenging reinsurance renewal this year. Fortunately, our stable membership base and sound history of risk management played a part in ensuring our negotiations fared well compared with others. Simply put, we're seen as a good risk, thanks to the consistent support of our members.

Collaboration has long played a critical part in the MIABC's work. The very creation of the MIABC was an act of collaboration by

the communities of BC. For 35 years, the MIABC's staff has worked alongside our board, members, strategic partners, and one another to provide stable insurance coverage and risk management services to the communities of BC. Collaboration will, no doubt, drive our future success over the next 35 years. Most importantly, the MIABC would not be the organization it is today without the collaborative spirit of our members. Thank you for your ongoing support.



## CLAIMS COMMITTEE REPORT

**Director Clay Nelson** (Purchasing Manager, District of West Vancouver)  
Claims Committee Chair

The Claims Department experienced another busy year in 2022, receiving 914 new claims and closing 945 files. The frequency of new claims reported was down 2.8%, which followed an 8.8% decrease in 2021. Claimants continue to be aggressive and persistent when their claims are denied.

Our liability claims profile continued to be very stable, however, there was a slight increase in bodily injury claims as compared to 2021. Bodily injury claims have been trending down since 2018, however, it picked up slightly in 2021. Property damage claims were slightly lower than the year before and Errors & Omission claims were flat from the previous year. Our Property Insurance Program continued to grow in 2022 with 91 members on the program. As of December 31, 2022, we had 47 large loss files, 5 of which were settled or were in the process of closing, and 10 were closed during the year.

An independent audit of our claims administration and litigation management was conducted in 2022. The overall findings of the auditor were very positive with no changes being suggested to our current oversight procedures. The claims auditors commented on the high level of compliance with our claims manual, the excellent communication with members and claimants, and the high rate of compliance with our reserving practices.

Our staff's efforts to provide exceptional service is evident in the results of our Claims Service Evaluation Surveys, where 98% of our members rated our file handling as very good or excellent. We continue to strive to provide the highest level of claims service to our members.



## MEMBER SERVICES COMMITTEE REPORT

**Director Penny Cote** (Director, Alberni-Clayoquot Regional District)  
Member Services Committee Chair

Throughout 2022, the MIABC's service delivery not only demonstrated our commitment to collaboration, but also exemplified the very essence of our founding principles. The spirit of collaboration guided changes to the way we deliver our member services. 2022 saw the creation of the Insurance Services Department, combining our Member Services and Insurance Departments under one umbrella to allow our staff to work more collaboratively to address the insurance and risk management needs of local governments.

The 10<sup>th</sup> anniversary of our annual Risk Management Conference showcased the spirit of teamwork and dedication. Nearly every member of our staff played a role in delivering the conference, from planning and execution to delivering sessions, acting as greeters or stagehands, and ensuring seamless operations back in the office. The conference's success was further demonstrated by the active participation of our service providers, who not only delivered presentations, but also contributed sponsorship funds to make it all possible.

The conference's uniqueness was exemplified through our thoughtful programming that appealed to a wide variety of local government staff and our members' active participation. Our members had meaningful discussions with their peers at our signature "Think Tank" sessions and displayed creativity in formulating pitches to secure Risk Management Grant funding. Sessions were delivered by both MIABC staff and trusted service providers, with active contributions from our members as well. The Village of Lytton and the City of Grand Forks contributed significantly to a plenary session focused on disaster recovery, where their staff members shared firsthand experiences. Additionally, we successfully hosted our first Mini Virtual Conference, allowing for greater learning opportunities for

our members who could not join us in person.

Beyond the conference, our commitment to collaboration shone through in various initiatives throughout the year. Working hand in hand with our staff, pooling partners, and service providers, we provided our membership with 10 educational webinars. In 2022, the average number of webinar attendees was approximately 75 people, which marked a significant 36% increase compared to overall webinar attendance in 2021.

Our Loss Control Program and Cyber Awareness Training program showcased our organization's dedication to serving our members and the community members they serve. By working with our members, over 300 inspections of local government facilities were carried out by our risk management specialists. Meanwhile, our Cyber Awareness Training program, delivered in partnership with the Canadian Internet Registration Authority, provided essential cyber risk management training to over 4,900 local government staff across the province.

Our Risk Management Grant Program continues to serve as a highly valuable risk management tool, empowering our members to navigate risks confidently and proactively. In 2022, we provided over \$630,000 in grants. Several members used grant funding to implement cyber initiatives, such as multi-factor authentication and cyber network performance improvements, in addition to addressing recommendations made through our Loss Control Inspection Program.

Our collaborative approach, built upon 35 years of experience, underscored our commitment to serving our members equally and uniquely throughout 2022. As local government risks evolve, our dependable and tailored services will also continue to evolve and pave the way for thriving communities.



## INSURANCE COMMITTEE REPORT

**Director Stuart Horn** (Chief Administrative Officer, Regional District of Central Kootenay)  
Insurance Committee Chair

2022 saw the introduction of the newly created Insurance Services Department, which united the Insurance and Member Services departments as one team, allowing staff to meet the changing needs of BC local governments from a more holistic vantage point. Two new management positions were created within the department, the Manager of Risk Management Services, responsible for overseeing our added value programs, including loss control and education services, and the Manager of Member Engagement, responsible for ensuring that our members have access to all of our insurance products, tools, programs, and education. In addition, two new staff members were welcomed into the Insurance Services department to help service and support the membership. With the new structure and expansion of staff, we are better positioned to work collaboratively in support of our members.

With a growing suite of insurance programs, in 2022 the MIABC Board of Directors approved establishing an Insurance Committee to provide more focused Board oversight and guidance to the MIABC's insurance programs, most notably the Liability and Property Programs. As part of its role, the Committee oversees an array of important matters, including underwriting practices, rate setting, coverage terms, and reinsurance renewals, ensuring our commitment to stable insurance coverage.

Reflecting on the MIABC's 35<sup>th</sup> year in operation, our foundational Liability Program remained remarkably stable, with gross written premium exceeding \$15 million and 100% retention on the program. Our Property Program continued to grow over the course of 2022, with gross written premium exceeding \$12 million and nine new members added over the course of the year. We ended the year with

over 52% of the membership on the Property Program, insuring over \$10 billion in local government physical assets.

Our brokerage arm, Civic Risk Insurance Solutions (CRIS) also grew in 2022, with increased demand from our members for ancillary and specialty coverage. CRIS placed close to 350 policies, including cyber, equipment breakdown, accidental death and dismemberment, and course of construction risks. Our exclusive in-house brokered cyber program proved particularly successful, contributing close to 50% of the total ancillary premiums written, delivering on our strategic goal of expanding our brokerage services.

Over the course of a year marked by a hard insurance market, the devastation of climate change, a stark rise in cyber and social engineering attacks, and the challenges of inflation, the MIABC remained committed to serving our members and their evolving needs, rooted in the same cooperative ideals exemplified in our founding principles.



## **AUDITED FINANCIAL STATEMENTS FOR 2022**

**Director Karen Grommada** (Deputy Chief Administrative Officer, City of Port Coquitlam)  
Finance/Audit Committee Chair

Gross written premiums for the Liability and Property Insurance Programs were \$27.8 million (compared to \$23.3 million in 2021), an increase of over 19%. Civic Risk Insurance Solutions sourced a wide range of ancillary products for our members and saw broker commission revenue increase to \$350,000, up 14.7% from the previous year.

The Property Insurance Program continued to grow, with the addition of nine more local governments. Over half of the MIABC's Liability Program members have now joined the Property Program.

The MIABC returned over \$600,000 to members in the form of risk management grants. This was up 68% from the previous year, thanks in part to the return of our in-person Risk Management Conference.

Subscribers' capital sits at \$92.2 million, down from \$100.9 million at the end of 2021. The decrease can be attributed to capital market volatility and an increase in the MIABC's earthquake claims risk profile. The MIABC's

capital position remains strong, as reflected in its minimum capital test (MCT) ratio of 365%. While this is below our MCT ratio of 470% at the end of 2021, we are still well above the requirements of our regulator.

Overall, our solid financial position continues to support our ability to absorb large claims and provide value-added benefits and services to our members, while maintaining rate stability through a hardening market.

---

## **APPOINTMENT OF THE AUDITORS**

**Director Karen Grommada** (Deputy Chief Administrative Officer, City of Port Coquitlam)  
Finance/Audit Committee Chair

**Director Grommada will introduce the motion:**

THAT the Board of the Municipal Insurance Association of British Columbia be authorized to appoint auditors for the 2023 financial year.



**STATEMENT OF FINANCIAL POSITION****JUNE 2023****ASSETS**

Cash	\$	18,753,832
Accounts receivable		1,259,118
Investments		121,232,776
Reinsurance contract assets:		
Assets for incurred claims		19,491,707
Assets for remaining coverage		1,279,649
Prepaid expenses		869,729
Property and equipment		6,789,197
Investment property		14,956,125
		<b>\$ 184,632,133</b>

**LIABILITIES**

Accounts payable and accrued liabilities	\$	535,167
Insurance contract liabilities:		
Liability for incurred claims	77,762,139	
Liability for remaining coverage	11,375,348	89,137,487
		<b>89,672,654</b>

**SUBSCRIBERS' EQUITY**

Reserves contributed		7,866,515
Retained earnings		85,905,941
Current net income		1,187,023
		<b>94,959,479</b>
		<b>\$ 184,632,133</b>

**STATEMENT OF FINANCIAL PERFORMANCE****SIX MONTHS ENDED JUNE 2023 (2023 H1)****REVENUE**

Insurance revenue		\$ 14,714,515
Claims incurred net deductible	8,584,110	
Premium tax expense	989,618	
Insurance contract administration expense	2,529,299	(12,103,027)
		<b>2,611,488</b>
Reinsurance premiums net commission	(5,925,304)	
Incurred claims recoverable from reinsurer	1,201,538	(4,723,766)
		<b>(2,112,278)</b>
<b>Insurance service result</b>		<b>(2,112,278)</b>
Investments	3,582,794	
Commercial leases	155,360	
Brokerage	219,875	3,958,029
		<b>352,707</b>
Risk management grants	352,707	
Member services	159,009	
Administration for ancillary services	147,012	(658,728)
		<b>(658,728)</b>
<b>Total comprehensive income</b>		<b>\$ 1,187,023</b>

**STATEMENT OF FINANCIAL POSITION HIGHLIGHTS**

Our investment performance and maturing insurance programs have contributed to our strong capital position.

Our Subscribers' equity is approaching \$95 million, which helps members manage losses, while supporting rate stability in a hard market.

Our claims liabilities are supported by an adequate claims provision, strong capital, and liquidity.

**STATEMENT OF INCOME HIGHLIGHTS**

We experienced 6.8% growth in net earned premiums compared to the first half of 2022.

**Insurance Products**

We saw some growth in the liability program in 2023.

Our property insured values have grown substantially since the first half of 2022.

Our commission income has grown substantially compared to the first half of 2022.

**Investments**

Our exposure to equity markets has moderated over the last 12 months.

Our investable assets portfolio has a high level of liquidity.

## **SPECIAL RESOLUTIONS**

### **CHANGES TO THE RECIPROCAL INSURANCE EXCHANGE AGREEMENT**

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The Reciprocal Insurance Exchange Agreement (RIEA) is the MIABC's constating document. At the 2022 Annual General Meeting, the membership approved a plain English rewrite of the RIEA which eliminated unnecessary language and amended a number of provisions to properly reflect the workings of the MIABC.

This year, there are proposed amendments to three sections of the RIEA and one change to the Nomination and Election Procedure Bylaw (Bylaw). The first amendment, to Article 7 of the RIEA, is to include a new category of member – federations of local governments – to enable the Islands Trust to be considered for eligibility to join the MIABC. Amendments to Articles 9 and 11 of the RIEA are aimed at ensuring an accurate reflection of the obligations and rights of the collective membership. The proposed amendment to the Bylaw is aimed at providing additional time to receive expressions of interest to serve on the MIABC Board in circumstances where the deadline for such expressions has lapsed. The reasons underlying the proposed changes are outlined below and contained in the corresponding appendices.

## **SPECIAL RESOLUTION 2023-1**

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Article 7.01 of the RIEA enumerates entities eligible for membership in the MIABC. The Islands Trust, a federation of local governments, is a special purpose government entity mandated to preserve and protect over 450 islands in the Salish Sea between southern Vancouver Island and the mainland. The Islands Trust has expressed interest in joining the MIABC, which expression of interest has been considered and approved by the MIABC Board of Directors. At present, federations of local governments are not enumerated in Article 7.01, which specifically contemplates such amendments by special resolution of the membership. Eligibility under the RIEA is one of several conditions necessary for new members to join the MIABC.

### **Resolution 2023-1**

*THAT the Reciprocal Insurance Exchange Agreement with amendments to Article 7.01 in the form set out in Appendix I be approved.*

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## **SPECIAL RESOLUTION 2023-2**

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The ability to collect retrospective premiums, which has never been exercised, but which is an important element of ensuring the financial stability and viability of the MIABC, is found in the RIEA. While the concepts of annual and additional assessments are contained throughout the RIEA, including Article 11, which deals with Property Insurance Agreements (PIA), the evolved offerings of the MIABC and the need to ensure the constating documents contain an accurate reflection of the obligations and rights of the collective membership dictate that the ability to collect additional payments be made explicitly clear as that ability relates to PIA. Accordingly, proposed amendments to three subsections in Articles 9 and 11 of the RIEA are required to accurately reflect the powers of retro-assessment.

### **Resolution 2023-2**

*THAT the Reciprocal Insurance Exchange Agreement with amendments to Articles 9 and 11 in the form set out in Appendix II be approved.*

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## **SPECIAL RESOLUTION 2023-3**

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The Nomination and Election Procedure Bylaw does not contemplate scenarios in which the MIABC's Nominating Committee has not received an expression of interest from qualified candidates to serve on the MIABC's Board by the annual March 31<sup>st</sup> deadline. In order to respond to such a scenario, two additional provisions are needed so as to extend the deadline for qualified candidates to be considered by April 30<sup>th</sup> and, in the alternative, to allow the MIABC Board of Directors to appoint qualified candidates to fill any vacancies.

### **Resolution 2023-3**

*THAT the Nomination and Election Procedure Bylaw with amendments to Section 2 in the form set out in Appendix III be approved.*

## **SPECIAL RESOLUTIONS**

### **CHANGES TO THE LIABILITY PROTECTION AGREEMENT**

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The MIABC's mandate has always been to provide our members with coverage that is tailored to the needs of local governments. We routinely review other policies in the marketplace, assess inquiries from our members, respond to changes that arise in the global insurance industry, and update our coverage accordingly. Our goal is to provide competitive, tailored coverage that does not unintentionally expose the membership to risks that the policy was not created to cover. With this in mind, we propose placing two amendments to the Liability Protection Agreement (LPA) before the membership at the Annual General Meeting.

## **SPECIAL RESOLUTION 2023-4**

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In September 2017, the membership approved amendments to the LPA to ensure that our Directors & Officers (D&O) coverage afforded adequate protection to our members' managers and directors, as well as the directors and officers covered under our Associate Member Program. In crafting the amendments, the scope of coverage was inadvertently narrowed for certain forms of directorship. Prior to the 2018 amendments, coverage applied to a board, commission, committee, or council established by bylaw or council resolution, as well as any person appointed or elected to a board, commission, committee, or council on behalf of a member or associate member. The current version of the LPA is limited when it comes to coverage for situations involving outside directorship, as it only applies to external boards that have been established by bylaw or council resolution.

To restore the scope of coverage, we propose to add in language to the D&O endorsement that amends the definition of "Insured Party" as it applies to the D&O coverage. This amendment will extend the definition to include any person appointed or

elected to a board, greater board, commission, committee, or council, but only if elected or appointed by or on behalf of the member. Additionally, we propose to amend the definition of "Outside Party" in the endorsement, so that it too provides the scope of coverage originally intended. The changes will not bring much, if any, additional risk to the Association and the membership as the changes are meant to restore coverage that had previously been in place and inadvertently deleted during earlier policy updates.

#### **Resolution 2023-4**

*THAT the Liability Protection Agreement with amendments to Directors & Officers coverage in the form set out in Appendix IV be approved.*

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## **SPECIAL RESOLUTION 2023-5**

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In 2014, the membership approved amendments to our LPA to include some coverage for liability arising from breach of contract. Over the years, we have seen some members seek coverage for breach of contract claims in the context of capital improvements, ranging from issues such as non-payment to contractors or cost overruns.

We do not want the LPA to act as a warranty provider for capital project contract disputes. That was not the intent when we expanded coverage in 2014, nor is this a common type of claim covered by a standard Commercial General Liability (CGL) policy. With the potential for significant quantum to arise in these kinds of disputes, we want to ensure that our policy does not inadvertently attract coverage in certain construction disputes. To address the risk, we propose to amend the definition of "compensatory damages". The definition that currently exists in the LPA has four (4) areas excluded from the meaning of "compensatory damages". We propose to add in four (4) additional excluded areas to the definition of "compensatory damages" to further clarify the types of breach of contract claims that are excluded. The proposed changes will ensure that the Association is not bearing risks that were not originally contemplated with the original coverage expansion, while still fulfilling the original intent of providing breach of contract coverage comparable to what is available in the commercial marketplace.

### **Resolution 2023-5**

*THAT the Liability Protection Agreement with amendments to breach of contract coverage in the form set out in Appendix V be approved.*

## **SPECIAL RESOLUTIONS**

### **CHANGES TO THE PROPERTY INSURANCE AGREEMENT**

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The Property Insurance Agreement (PIA) sets out the scope of property, local government operations interruption, and crime coverages provided to members on our Property Insurance Program. In September 2022, the membership approved a revised PIA which has now been in use since October 2022. Since then, we have identified some additional housekeeping items to correct, including numbering, spelling, and formatting errors. In addition, we also propose the following policy amendments to bring clarity to a few areas of the policy. The changes will not substantively alter coverage in any way. We propose placing six amendments to the PIA before the membership at the Annual General Meeting.

## **SPECIAL RESOLUTION 2023-6**

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Many crime policies contain specific notice requirements and stipulate a deadline for filing a proof of loss. Our crime coverage currently does not have any specific provisions, other than the provisions applicable to all sections of the policy. Notably, there are sections within the *Insurance Act* that consider notice provisions and requirements to file a proof of loss, as well as when additional conditions might be considered binding on the insured. There is no harm in including additional crime coverage provisions regarding notice and the filing of a proof of loss, and this step would be in keeping with what we see in competitor policies. We propose to include a notice and proof of loss provision with respect to the crime coverage section of our policy.

It is worth noting that imposing additional obligations beyond what is prescribed in the *Act* may not be enforceable in all circumstances. The additional provisions do not substantively alter the crime coverage available under the policy. However, by adding the provisions, it will ensure that an investigation takes place promptly, potentially mitigating the extent of a loss.

### **Resolution 2023-6**

*THAT the Property Insurance Agreement with amendments to crime coverage in the form set out in Appendix VI be approved.*

## SPECIAL RESOLUTION 2023-7

Prior to our policy rewrite in 2022, our original PIA had a “Severability of Interest” clause that read:

Coverage under the policy applies individually as to the interest of each individual Insured covered by this policy and coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each individual Insured, but this provision shall not be deemed to increase the amount of this policy nor the Limits of Liability, if any, stated herein.

This clause was accidentally deleted during the PIA rewrite last year. We will be reinstating it in

the current version of our PIA. This clause is not as common in property policies as it is in liability policies, as the clause is meant to restore coverage for several kinds of named-insured-versus-named-insured claims that would otherwise be excluded under the exclusions found in a liability policy. However, the clause is a benefit to insureds under the PIA, so we want to ensure that it remains within our policy wording.

### **Resolution 2023-7**

*THAT the Property Insurance Agreement with amendments to the policy conditions in the form set out in Appendix VII be approved.*

## SPECIAL RESOLUTION 2023-8

Since the inception of the Property Insurance Program, we have provided some automatic coverage for newly acquired properties as a coverage extension on our policy, with coverage available up to the limit shown on the declarations page. The wording for the coverage extension did not alter in any substantive way during the policy rewrite in 2022. However, we recently noted a few issues with the extension wording that requires some refinements to correct the intent of the coverage.

The definition of “Newly Acquired Property” states that newly acquired property, both building and contents, are covered if acquired no more than 30 days before a loss. However, the 30-day period conflicts with the language in the coverage extension which allows newly acquired property to be reported and adjusted at renewal. Therefore, we propose to remove the time period referenced in parts (a) and (b) of the definition.

In addition, the coverage extension is meant to provide some limited course of construction coverage. However, the intent is to cover no more than one project at a time and only cover buildings in the course of construction and not any other type of infrastructure project that a local government may be undertaking. To clarify our wording, we suggest adding an exclusion in the policy that specifically excludes infrastructure, except for what is specifically exempt in exclusion 2(c). We also propose to revise section (c) of the definition of “Newly Acquired Property” to provide additional clarity to the policy surrounding infrastructure. The changes will not alter the coverage available to the membership in any way, as the changes are meant to clarify the intent of the coverage that has been in place since the program's inception.

### **Resolution 2023-8**

*THAT the Property Insurance Agreement with amendments to the Newly Acquired Property coverage extension in the form set out in Appendix VIII be approved.*

## **SPECIAL RESOLUTION 2023-9**

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A few years ago, we expanded coverage to cover licensed mobile equipment to align with our competitors' offerings. We accomplished this by amending the wording of our automobile exclusion to include coverage for contractors' equipment for which a schedule of covered items is on file with the MIABC. At that time, we used the term "contractors' equipment", which was the phrasing in our competitors' wordings. However, we do see the phrase "mobile equipment" used more commonly, and thus we propose to change the reference to "contractors' equipment" under exclusion (f) of the Coverage A & B Exclusions to "mobile equipment." The change will have no impact on coverage.

### **Resolution 2023-9**

*THAT the Property Insurance Agreement with amendments to the Automobile Exclusion in the form set out in Appendix IX be approved.*

## **SPECIAL RESOLUTION 2023-10**

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Since the policy rewrite last year, we have recognized that there is merit in making some minor alterations to the definitions of "Stock" and "Equipment." The current definitions have been part of the policy since the original PIA was written and were designed for the generic commercial business environment. We propose making minor amendments to both definitions so that they are more suited to local governments rather than the generic business environment. These changes will not alter coverage in any way.

### **Resolution 2023-10**

*THAT the Property Insurance Agreement with amendments to the Equipment and Stock definitions in the form set out in Appendix X be approved.*



## **SPECIAL RESOLUTION 2023-11**

The PIA is designed as an all-risks policy but outlines specific types of property and perils that are excluded from coverage. Many of these exclusions are common to most forms of commercial property insurance and tend to pertain to risks for which there is specific coverage available on other policy forms. Coverage for docks, wharves, and other similar structures is one of those types of risks. Our policy excludes these types of risks, unless specifically listed on the statement of values provided to the MIABC, so the assets can be individually underwritten, and premium is charged accordingly. This is in line with the approach of most of our competitors. Our policy currently reads:

This policy does not insure the following types of property:

(h) wharves, docks, tunnels, dams, dikes and bridges unless values have been reported to us and premiums paid; However, there is no coverage for any loss or damage caused directly or indirectly by ice, including the formation of, melting or breaking of ice.

It has always been our intent and practice to cover some similar structures in the same fashion, namely, breakwaters, seawalls, and culverts. However, our policy language has been somewhat vague, which occasionally has created unnecessary confusion in assessing claims and responding to general coverage questions. As such, we intend to amend the exclusion to add the words “breakwater”, “seawall”, and “culvert” to ensure that our intent is stated clearly in the policy wording. In doing so, we are making sure our members can obtain coverage for some of these types of assets by reporting and adding them to their statement of values, while also allowing the MIABC to properly underwrite and charge an adequate premium for the risks we are taking on.

In order to ensure that both the current exclusion language and the proposed amendments do not come into conflict with language elsewhere in the policy and supports our underwriting approach, a few other policy changes are recommended. We propose to include a “Scheduled Items” provision under the Additional Property Coverages section of the policy, along with a definition of “Scheduled Items”. The intent of the modification is to ensure specific property such as culverts and dams are covered, but that the exclusions for perils apply but not the exclusions with respect to property. This is similar in approach to our competitors.

As well, we propose to amend the Loss Valuation clause to add an additional loss valuation clause for Scheduled Items. On occasion, some of the referenced assets are insured on a unique basis of valuation other than replacement cost. This additional amendment will reflect our flexible approach more clearly in our policy language. The amendments do not alter coverage in any significant manner. Rather, they will ensure coverage is clear and will still allow the MIABC to underwrite these unique risks appropriately.

### **Resolution 2023-11**

*THAT the Property Insurance Agreement with amendments to the Excluded Property exclusion, Additional Property Coverages, and Loss Valuation clause in the form set out in Appendix XI be approved.*

## **SPECIAL RESOLUTION 2023-1: APPENDIX I**

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### APPENDIX I

#### ARTICLE 7.01 – RECIPROCAL INSURANCE EXCHANGE AGREEMENT

##### 7.01 Eligibility for Membership

MIABC membership is restricted to municipal corporations, cities, towns, villages, district municipalities, regional districts, regional hospital districts, **federations of local governments**, and such other public bodies and instruments of local or regional government as the Subscribers may authorize by Special Resolution.

## SPECIAL RESOLUTION 2023-2: APPENDIX II

### APPENDIX II

#### ARTICLES 9 & 11 – RECIPROCAL INSURANCE EXCHANGE AGREEMENT

##### 9.01 Assessments Payable

The obligations of the Exchange pursuant to all **Liability Protection** Agreements issued by it, and all operating costs and expenses of the Exchange, and including the establishment of necessary reserves and contingency funds, shall be funded by assessments made against the Subscribers, by income earned upon such assessments, by borrowings made against such assessments and, where available and considered necessary or desirable, by purchase of commercial insurance.

##### 9.02 Annual and Additional Assessments

Assessments made against the Subscribers shall be divided into two categories:

....

(b) Secondly, additional assessments by way of adjustment to the annual assessment and based on the actual loss experience of the Exchange and of individual Subscribers during the year for which the annual assessment was collected. Additional assessments, if necessary, shall be made at the time of the next annual assessment, **renewal of a property agreement**, or in extraordinary circumstances at any time. In the event that an additional assessment is required, the Board shall so notify each Subscriber so assessed, setting forth the additional assessment for which each such Subscriber is responsible and setting out in reasonable detail the reasons for the requirement of such additional assessment.

##### 11.10 Renewal of Property Insurance Agreements

All Property Insurance Agreements issued by the Exchange shall, at the expiration of their initial term, automatically renew thereafter from year to year on the same terms and conditions, or on such terms and conditions as the Subscribers may have determined by Special Resolution, unless the Subscriber specified in such Property Insurance Agreement shall have given notice as hereinbefore provided for of its intention to withdraw from the Exchange. The withdrawal from membership in the Exchange by a member shall not relieve such Subscriber of any liability it may have to the Exchange for annual or additional assessments made against it by the Board as hereinafter provided for **or as set out in Article 9**.

## **SPECIAL RESOLUTION 2023-3: APPENDIX III**

### **APPENDIX III NOMINATION AND ELECTION PROCEDURE BYLAW**

#### **BOARD OF DIRECTORS**

The Board of Directors of the Municipal Insurance Association of British Columbia (MIABC) shall be composed of:

- Five Regional Area Association representatives;
- Four Deductible Group representatives (one from each of Deductible Group A, B, C, and D);
- One Regional District representative; and
- Five Directors at large.

#### **NOMINATION PROCEDURES**

1. At the last Board meeting in each calendar year, the Board shall appoint a Nominating Committee of three persons.
2. It shall be the duty of the Nominating Committee to:
  - a) issue a call for nominations for each position to be received no later than March 31<sup>st</sup> of the following year for consideration for election at the Annual General Meeting;
  - b) if by March 31<sup>st</sup> there is no candidate deemed qualified pursuant to Article 3 of the Reciprocal Insurance Exchange Agreement to run for a position or positions, the Nominating Committee may extend the deadline to receive expressions of interest to April 30<sup>th</sup>;
  - c) if, by April 30<sup>th</sup>, there remains no candidate deemed qualified pursuant to Article 3 of the Reciprocal Insurance Exchange Agreement to run for a position or positions, the Nominating Committee may, at its discretion, appoint candidates to any vacancy;
  - d) ensure nomination materials include the following four items: (i) a completed "Personal Information Return" in the form provided by the Financial Institutions Commission of British Columbia; (ii) a bankruptcy and insolvency report; (iii) a criminal record check report; and (iv) a current resume;
  - e) review the credentials of nominees to ensure each is qualified to hold office pursuant to Article 3 of the Reciprocal Insurance Exchange Agreement and advise those who are not eligible to hold office;

- f) notify Members of upcoming positions for election and encourage nominees to provide expressions of interest and background information to be available to Members before the Annual General Meeting; and
- g) provide nominees the opportunity to make a two minute speech of their interest in serving on the Board at the Annual General Meeting.

...

## **SPECIAL RESOLUTION 2023-4: APPENDIX IV**

### **APPENDIX IV Directors and Officers Liability Coverage**

The Directors and Officers Liability endorsement currently reads:

#### **Directors and Officers Liability Endorsement**

By way of endorsement to the **Agreement** the parties hereby agree as follows, subject otherwise to all terms, conditions, definitions, limits of liability and exclusions of the **Agreement**, which continue to be in full force and effect.

#### **Insuring Agreement**

The **Association** will pay all sums that an **Insured Party** becomes legally obligated to pay for **Compensatory Damages** for any actual or alleged defamation, error, omission, misstatement, misleading statement, neglect or breach of duty done or attempted by:

1. an **Insured Party** acting solely in their capacity as a duly elected or appointed director, officer, or trustee of the **Subscriber** on any matter claimed against them solely by reason of their status as a duly elected or appointed director, officer, or trustee of the **Subscriber**; or
2. an **Insured Party** acting solely in their capacity as a duly elected or appointed director, officer, or trustee of an **Outside Entity** (as defined in this endorsement) provided such position is being held with the knowledge and consent of, or is at the direction or specific request of the **Subscriber**;

provided such claims to recover are first made against an **Insured Party** within the **Agreement Period** and immediately notified to the **Association** or following termination of the **Agreement**, provided written notice of any potential claim is received from the **Insured Party** during the **Agreement Period**, or within 60 days of its expiry.

For the purposes of this Endorsement, "**Outside Entity**" means:

- any legally constituted society, association or **Special Purpose Body**, but only if each and every member or shareholder of any such entity is an authorized **Special Purpose Body** or a **Subscriber** or **Subscribers** or an individual acting solely on behalf of a **Subscriber** or **Subscribers**, and then only to the extent that any such entity is carrying on business solely for or on behalf of a **Subscriber** or **Subscribers** in connection with the purpose for which the entity was established; or

- any board, greater board, commission, committee or council authorized under the *BC Local Government Act*, the *Community Charter*, the *Vancouver Charter*, or any other act or statute authorizing a local government to establish such entities, provided such entity is established by bylaw or council resolution, but only to the extent that any such entity is carrying on business or providing services solely for or on behalf of a **Subscriber** or **Subscribers** in connection with the purpose for which the entity was established.

Coverage under this endorsement shall be excess to any other valid and collectible directors and officers liability insurance available to the **Subscriber** or **Outside Entity** whether that other insurance is primary, excess, contingent, or on any other basis.

### Exclusions

The following exclusions, in addition to those found in the **Agreement**, apply to coverage afforded under this endorsement.

The **Association** shall not be liable to make any payment for loss in connection with any claims made against an **Insured Party**:

1. Arising out of, or resulting from, any intentional, criminal, dishonest, fraudulent, or malicious act, and the intentional or knowing violation of the law if committed by any **Insured Party**, or by others if the **Insured Party** colluded or participated in such conduct or activity. This exclusion shall not apply to costs incurred in defending any claim alleging the foregoing, if there is otherwise coverage arising under this endorsement, until such time as there is a final adjudication, judgement, binding arbitration decision, or conviction against the **Insured Party**, or admission by the **Insured Party** establishing such conduct, at which time the **Insured Party** shall reimburse the **Association** for all costs incurred defending the claim and the **Association** shall have no further liability for defence costs or indemnity;
2. Initiated or instituted, directly or indirectly, by or on behalf of, or at the direction of, or for the benefit of the **Subscriber** or the **Outside Entity**, or a duly elected or appointed director, officer, or trustee of the **Outside Entity**;
3. Arising from any actual or alleged defamation, error, omission, misstatement, misleading statement, neglect or breach of duty if notification has been given under any policy which has expired prior to or upon the inception of the **Agreement** and if such prior policy affords coverage (or would afford such coverage except for the exhaustion of its limits of liability) for such loss, in whole or in part, as a result of such notice;

4. Based upon, arising out of, directly or indirectly resulting from, or in consequence of any pending or prior litigation as at the inception date of the original **Agreement** or derived from the same or essentially the same facts as alleged in such pending or prior litigation;
5. Arising out of or attributable to any grievance brought pursuant to a collective agreement;
6. For the rendering or failure to render any kind of professional service for others, either gratuitously or for a fee; or
7. Based upon, arising out of, directly or indirectly resulting from, attributable to, in any way involving, or in connection with any actual or alleged intentional or unintentional breach or infringement of any patent or copyright or trademark or any other form of intellectual property.

Common Exclusion 11 (Fines and Penalties) in the **Agreement** shall not apply in the case of a claim covered under this endorsement but only insofar as claims of liability are made against individual persons who are employees, officers, directors and council members of a **Subscriber** or an **Outside Entity**, while acting in the course and scope of employment of their positions with the **Subscriber** or **Outside Entity**.

### Sub-Limit

The sub-limit for directors and officers liability claims is \$5,000,000.00. The **Association's** limit under this endorsement shall not exceed the sub-limit stated herein and such sub-limit forms part of and erodes the limit of liability under the **Agreement**.

We propose to insert the following text after the first paragraph of the D&O Endorsement Insuring Agreement and before the definition of **Outside Entity**:

For the purposes of this endorsement, the definition of "**Insured Party**" is extended to also include the following:

Any person appointed or elected to a board, greater board, commission, committee or council, but only if the person was elected or appointed solely by or on behalf of a **Subscriber** or **Subscribers** and then only for their actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission arising out of the performance or non-performance of the duties or obligations associated with the position to which the person was elected or appointed, or any matter claimed against such person solely by reason of the person's appointment or election.



In addition, we propose to add the following text to the current definition of "Outside Entity":

- a board, greater board, commission, committee or council to which the **Insured Party** has been appointed or elected solely by or on behalf of a **Subscriber or Subscribers**.

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## **SPECIAL RESOLUTION 2023-5: APPENDIX V**

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### APPENDIX V

#### Definition of Compensatory Damages

1. The Compensatory Damages definition currently reads:

**Compensatory Damages** means a monetary judgement, award, or settlement, provided that the term compensatory damages shall not include or mean:

- (a) The cost of complying with orders granting injunctive or declaratory relief;
- (b) Return or offset of fees, taxes, charges, or commissions charged by or owed to an **Insured Party** for goods or services already provided or contracted to be provided;
- (c) Any damages which are punitive, a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions, or penalties; or
- (d) Liquidated damages to the extent that such damages exceed the amount for which the Insured Party would have been liable in the absence of such liquidated damages agreement.

2. We propose to add the following items after item (d) in the current definition:

- (e) Contractual penalties or license fees;
- (f) Amounts sought for construction or project cost overruns, capital cost overruns, delay claims, or debt or collection claims;
- (g) Losses sustained by an **Insured Party** in placing the **Insured Party** in a position to meet contractual obligations;
- (h) Amounts owing or compensation for unpaid work or services.

## **SPECIAL RESOLUTION 2023-6: APPENDIX VI**

### APPENDIX VI

#### Crime Coverage – Notice and Proof of Loss

1. The PIA Coverage C: Crime Coverage conditions currently read as:

In addition to the common policy and statutory conditions the foregoing Coverage C Crime Insuring Agreements (a) through (e) are subject to the following conditions and limitations.

##### **a. Limit of Liability**

The most we will pay for loss in any one **Occurrence** is the applicable limit of liability specified on the Schedule of Coverage, under Coverage C – Crime Coverage for each Insuring Agreement.

In the event that more than one Insuring Agreement as provided under Coverage C applies to the risk insured, only the Insuring Agreement with the highest amount of insurance will apply.

##### **b. Policy Period, Territory, Discovery**

Coverage C only applies to loss the **Insured** sustains resulting directly from an **Occurrence**:

- i. taking place during the policy period shown in the **Declarations**, except as otherwise specified in Conditions 3 Loss Covered Under this Policy and Prior Insurance Issued by Us and 4 Loss Sustained During Prior Insurance; and
- ii. taking place within Canada or the United States of America; and
- iii. That is **Discovered** by the **Insured** during the policy period shown on the **Declarations** or during the period of time provided for under Condition 5 – Extended Discovery Period of time.

##### **c. Loss Covered Under This Policy and Prior Insurance Issued By Us or Any Affiliate**

If any loss is covered:

- i. Partly by Coverage C; and
- ii. Partly by any prior cancelled or terminated insurance that we or any affiliate of

the most we will pay is the larger of the amount recoverable under Coverage C or the prior insurance.

**d. Loss Sustained During Prior Insurance**

- i. If you **Discover** loss during the policy period shown on the **Declarations** resulting directly from an **Occurrence** taking place, in whole or in part, during the policy period of any prior insurance that was issued to you and you would have recovered under such insurance except that the period of time to **Discover** loss under that insurance had expired, we will pay for the loss under Coverage C, provided:
  - a) Coverage C became effective at the time of cancellation, termination or expiry date of the prior insurance; and
  - b) The loss would have been covered by Coverage C had it been in effect at the time of the **Occurrence**.
- ii. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to Coverage C and is limited to the lesser of the amount recoverable under:
  - a) Coverage C as of its effective date; or
  - b) The prior insurance had it remained in effect.

**e. Extended Period to Discover Loss**

In the event that this insurance is terminated or cancelled, for reasons other than nonpayment of premium, a 2 year extended discovery period will apply in respect of any covered loss that is subsequently **Discovered** arising from an **Occurrence** taking place prior to the effective date of such cancellation or termination during the time that this insurance had been in effect, provided that the loss must be reported to the Insurer within 2 years of the date of termination.

However, this extended discovery period terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the coverage afforded by Coverage C, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

**f. Cancellation as to Any Employee**

Coverage under Coverage C shall be deemed cancelled as to any **Employee**:

- i. Immediately upon discovery by:
  - a) You; or
  - b) Any of your partners, managers, officers, directors or trustees not in collusion with the **Employee**;

of **Theft** or any other dishonest, fraudulent or criminal act committed by the **Employee** whether before or after becoming employed by you; or

- ii. On the effective date specified in a notice mailed to the **Named Insured**. That date will be at least 30 days after the date of mailing. We will mail or deliver our notice to the **Named Insured's** last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**g. Joint Insured**

- i. If any **Insured**, or partner, or officer of that **Insured** has knowledge of any information relevant to this Policy, that knowledge is considered knowledge of every **Insured**.
- ii. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured** under this Policy.
- iii. If this Policy or any of its Insuring Agreements or coverages is cancelled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if discovered by you during the period of time provided in Condition 5 – Extended Period to Discover Loss.
- iv. We will not pay more for loss sustained by more than one **Insured** than the amount we would pay if all the loss had been sustained by one **Insured**.
- v. Payment for loss made to the **Named Insured** will constitute full settlement of the claim with respect to any **Insured**.

#### h. Non-Cumulation of Limit of Insurance

Regardless of the number of years that you maintain continuous crime coverage in effect with us or any affiliate or the number of premiums paid, whether the crime coverage was provided by us under the same policy or under a series of successive policies which may have included a variety of policy forms and varying terms, the Limits of Insurance will not be cumulative from year to year or policy period to policy period.

The inclusion of more than one **Insured** shall not increase the maximum amount of insurance specified on the Summary of Coverages, or if applicable, as specified on the Declarations.

#### i. Ownership of Property; Interests Covered

The property covered under Coverage C is limited to property:

- i. That you own or lease;
- ii. That you hold for others; or
- iii. For which you are legally liable, except for property inside the premises of any other entity.

However, this policy is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under Coverage C must be made and presented by you.

#### j. Loss Caused by Unidentifiable Employee

If a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the **Employees** covered under Insuring Agreement 1(d) Employee Dishonesty, and you are unable to designate the specific **Employee** or **Employees** causing such loss, you shall nevertheless have the benefit of such applicable Insuring Agreement subject to the provisions and exclusions of Coverage C provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more of the said **Employees**, and provided, further, that our aggregate liability for any such loss shall not exceed the Limit of Insurance applicable to Insuring Agreement 1(d).

k. **Conditions Applicable to Insuring Agreement 1(e) Forgery and 1(b) Credit Card Forgery**

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit of the **Insured** or the **Insured's** bank of deposit setting forth the amount and cause of loss.

2. We propose to add the following condition to the Coverage C: Crime Coverage conditions:

l. **Notice of Crime or Potential Crime and Proof of Loss**

Upon **Discovery** of any facts, loss, or potential loss or any **Occurrence** which may give rise to a loss of the type covered by Coverage C, the **Insured** shall:

- a. give immediate notice thereof, with full particulars, to us or any of our authorized agents;
- b. except with respect to Insuring Agreements iv. Employee Dishonesty and v. Forgery and Alterations, give immediate notice thereof to the police and any applicable law enforcement agency or authority.
- e. at all times provide to Us and our agents, claims, managers, and adjusters, all co-operation and assistance in all matters pertaining to the loss or potential loss hereunder; and
- f. file a detailed proof of loss with Us at soon as possible and by no later than four months after such **Discovery**.
- g. Submit to an examination under oath, if requested by Us, at such reasonable times and places as we shall designate and produce all pertinent records relating to any claim made under the Policy.

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## **SPECIAL RESOLUTION 2023-7: APPENDIX VII**

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### APPENDIX VII

#### Policy Conditions - Severability of Interest Clause

1. The PIA currently has a list of conditions common to the entire policy. Prior to the PIA update in 2022, the PIA included a Severability of Interest clause which was deleted from the current PIA in error. The deleted clause reads as follows:

The following conditions apply to all sections of the policy:

(aa) Severability of Interest

Coverage under the policy applies individually as to the interest of each individual Insured covered by this policy and coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each individual Insured, but this provision shall not be deemed to increase the amount of this policy nor the Limits of Liability, if any, stated herein.

2. We propose to add the clause back into the PIA by adding the following condition to Part 2: Conditions of Coverage, Common Conditions – Coverages A, B, and C:

y. Severability of Interest

Coverage under the policy applies individually as to the interest of each individual **Insured** covered by this policy and coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each individual **Insured**, but this provision shall not be deemed to increase the amount of this policy nor the Limits of Liability, if any, stated herein.



## **SPECIAL RESOLUTION 2023-8: APPENDIX VIII**

### APPENDIX VIII

#### Newly Acquired Property Coverage Extension

1. The PIA Automatic Coverage, Newly Acquired Property extension currently reads:

Coverage A is automatically extended to cover your **Newly Acquired Property**.

**Newly Acquired Property** shall be reported and adjusted at the anniversary date. This coverage is only available if there is no other responding insurance.

**Newly Acquired Property** means:

- (a) **Contents**, not otherwise excluded, which were acquired by you no more than 30 days before the loss, while at your **Premises**;
  - (b) **Building(s)** and **Contents**, not otherwise excluded, at any location which were acquired by you no more than 30 days before the loss;
  - (c) **Building(s)**, not otherwise excluded, in the course of construction, including contractor's interest.
2. We propose to replace the current definition of "Newly Acquired Property" with the definition below:

**Newly Acquired Property** means:

- (a) **Contents**, not otherwise excluded, which is newly acquired by you, while at your **Premises**;
- (b) **Building(s)** and **Contents**, not otherwise excluded, owned by you, at any location newly acquired by you;
- (c) **Building(s)**, not otherwise excluded, in the course of construction, intended for your use and occupancy in the course of your **Operations**. However, this extension of coverage shall only provide coverage for one insured location on which a **Building(s)** is in the course of construction at any one time and only if the replacement value of such **Building(s)**, including contractors interest, is, at all times during the course of construction, less than the special Limit of Insurance for this extension. For clarity, this extension shall automatically apply to a covered **Building** in the course of construction from the time construction commenced until the end of the special Limit of Insurance period of this policy period.

We also propose to add the following exclusion to Coverage A & B Exclusions:

This policy does not insure the following types of property:

- (y) infrastructure including, but not limited to, all transportation systems, communications networks, sewage and water systems, electrical grids and power lines, and pipe and gas lines, unless specifically provided for in an Additional Coverage or otherwise falling within the exception to exclusion 2(c).

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## **SPECIAL RESOLUTION 2023-9: APPENDIX IX**

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### APPENDIX IX Automobile Exclusion

1. The PIA automobile exclusion currently reads:
  - (f) aircraft or spacecraft, watercraft over 25 feet in length, hovercraft, amphibious or air cushion vehicles, automobiles and other motor vehicles required to be licensed under a *Motor Vehicle* or *Highway Traffic Act* for use on public highways, trailers, motors or other accessories attached to or mounted on such property. However, this exclusion does not apply to:
    - i. unlicensed automobiles or unlicensed trailers used in your Operations when on your Premises.
    - ii. Contractors Equipment as shown on the **Declarations** and for which a schedule of covered items is on file with us.
2. We propose to replace the phrase "Contractors Equipment" with the phrase "Mobile Equipment":
  - (f) aircraft or spacecraft, watercraft over 25 feet in length, hovercraft, amphibious or air cushion vehicles, automobiles and other motor vehicles required to be licensed under a *Motor Vehicle* or *Highway Traffic Act* for use on public highways, trailers, motors or other accessories attached to or mounted on such property. However, this exclusion does not apply to:
    - i. unlicensed automobiles or unlicensed trailers used in your **Operations** when on your **Premises**.
    - ii. Mobile Equipment as shown on the **Declarations** and for which a schedule of covered items is on file with us.

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## **SPECIAL RESOLUTION 2023-10: APPENDIX X**

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### APPENDIX X Equipment and Stock Definitions

1. The PIA equipment and stock definitions currently read as:

**Equipment** means:

furniture, furnishings, fittings, fixtures, machinery, tools, utensils, appliances and generally all **Contents** other than **Stock** and inventory.

**Stock** means:

merchandise of every description, packing, wrapping and advertising materials, similar property belonging to others which the **Insured** is under obligation to insure or for which the **Insured** is legally liable.

2. We propose replacing the current definitions with the definitions below.

**Equipment** means:

furniture, furnishings, fittings, fixtures, mobile equipment, portable equipment, machinery, tools, utensils, appliances, and generally all materials and supplies and all other contents of every description kept or used chiefly in connection with your **Operations** except **Stock**.

**Stock** means:

A store or supply of accumulated goods, materials, supplies or merchandise of every description kept on hand and available, in the ordinary course of your **Operations**, for distribution, use or sale by you, and similar property belonging to others which you are under obligation to insure or for which you are legally liable.

## **SPECIAL RESOLUTION 2023-11: APPENDIX XI**

### APPENDIX XI

#### Excluded Property Exclusion, Scheduled Items, and Property Coverage Loss Valuation

1.
  - A. The PIA exclusion for property such as wharves, docks, and other structures currently reads:
    - (h) wharves, docks, tunnels, dams, dikes and bridges unless values have been reported to us and premiums paid; However, there is no coverage for any loss or damage caused directly or indirectly by ice, including the formation of, melting or breaking of ice.
  - B. The policy does not currently reference "Scheduled Items" as part of Coverage A. Property Coverage, Additional Property Coverages and Special Sublimits, or define the term in any way.
  - C. The Property Coverage Loss Valuation section also does not currently define a loss valuation approach specific to "Scheduled Items". Part 1: Coverages, Coverage A Property Coverage, Loss Valuation currently reads:

#### **LOSS VALUATION**

In the event of a **Covered Loss**, valuation of property shall be, subject to the special valuation categories below, based on the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property with new materials of like kind and quality and for like occupancy without deduction for depreciation. Provided, however, that the foregoing shall be subject to the following:

- (a) The repair, replacement, construction or reconstruction, as the case may be, must be effected by the **Insured** with due diligence and dispatch;
- (b) If repair or replacement with material of like kind and quality is restricted or prohibited by any by-law, ordinance of any law, any increased cost of repair or replacement due thereto shall be covered as set out in Additional Coverage for Building By-Law Enhancement/Enforcement;
- (c) The **Insured** shall be allowed to rebuild at any site and/or repair loss or damage to property insured hereunder with one more suited or functional to current design/conditions which may mean different construction use or occupancy. The recovery hereunder, shall in no event exceed what it would have cost to repair or replace the damaged property at the same

site with new materials of like kind and quality, plus any reduction in value of repaired items;

- (d) Until repair, replacement, construction or reconstruction has been effected by the **Insured**, or if the **Insured** elects not to repair or replace, liability shall be limited to the Actual Cash Value of the property at the time loss or damage occurs.

This basis of valuation is altered for the following categories:

**a. Accounts Receivable**

In the event that the **Insured** cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, the MIABC will determine the amount as follows:

- i. the total of the average monthly accounts receivable for the 12 months immediately preceding the month in which the loss occurs will be determined; and
- ii. that total will be adjusted for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.

The following will be deducted from the total amount of accounts receivable, however the amount is established:

- i. the amount of the accounts evidenced by records not lost or damaged;
- ii. the amount of the accounts that the Insured is able to re-establish or collect;
- iii. an amount to allow for probable bad debts which would normally have been uncollectible by the Insured; and
- iv. all unearned interest and service charges.

In the event that any recoveries are received by the **Insured** after payment of loss by the Insurer under this extension, all such recoveries shall be shared proportionately between the **Insured** and the Insurer based on the amount of the loss that has been sustained by each.

## b. Computer Equipment and Electronic Media

With respect to Computer Equipment and Electronic Media,

- i. the cost to repair or replace the property itself plus the costs of copying, transcribing, gathering, or assembling **Data** for reproduction. However, these costs will not include research and engineering nor any costs of recreating **Data**.
- ii. if such property is not repaired or replaced or restored, the basis of valuation is the cost of the blank value of the property. However, it is understood and agreed that the **Insured** shall have the option of replacement with equipment having technological advantages and/or representing an improvement or change in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing the MIABC's liability hereon.
- iii. there is no coverage for any amount pertaining to the value of any **Data**, even if such **Data** cannot be recreated, gathered or assembled.

## c. Equipment

With respect to **Equipment**, at the **Insured**'s option, replacement by an unlike item having technological advantages as long as such item of **Equipment** or machinery shall be capable of performing the same function as the replaced machinery or **Equipment**. In no event shall recovery exceed what it would have cost to repair or replace the damaged property with new materials of like kind and quality.

## d. Fine Art

**Fine Arts** will be valued at the least of the following:

- i. the reasonable and necessary cost to repair or replace the **Fine Art**;
- ii. the appraised value had no loss or damage occurred which will be determined at the time of the loss by a competent and disinterested expert;
- iii. the market value at the time of the **Occurrence**; or

iv. the agreed value, if any, on file with us.

**e. Heritage Buildings**

In case of a **Building(s)** which, prior to the loss, was designated as a Heritage Building(s), at the request of the **Insured**, Replacement Cost shall also include the cost of skilled labor or authentic materials necessary to restore designated Heritage Building(s) to their original condition. The foregoing shall otherwise be subject to all terms and conditions as otherwise outlined in this section.

**f. Stock**

With respect to **Stock**, indemnity shall be limited to the actual cash value of the damaged or destroyed **Stock** at the time of loss and reasonable replacement or restoration costs if the **Stock** is replaced or restored within six months from the time of **Covered Loss**.

**g. Valuable Papers and Records**

With respect to **Valuable Papers and Records**,

- i. The cost of blank books, blank papers or other materials, plus the cost of labour incurred by the **Named Insured** for actually transcribing or copying such records including the reasonable costs of gathering or assembling information for reproduction.
- ii. If the **Valuable Papers and Records** are not to be repaired or replaced, the MIABC will only be liable for the actual cash value of the blank pages, books, or other materials.

2.

A. We propose to amend the current exclusion to include the words "breakwater", "seawall", and "culvert":

(h) wharves, docks, breakwaters, seawalls, culverts, tunnels, dams, dikes and bridges unless values have been reported to us and premiums paid; However, there is no coverage for any loss or damage caused directly or indirectly by ice, including the formation of, melting or breaking of ice.



B. We also propose to add a “Scheduled Item” provision to Part 1: Coverages, Coverage A Property Coverage, Additional Property Coverages and Special Sublimits which reads as follows:

**aa. Scheduled Items**

Coverage A provides coverage for **Covered Losses to Scheduled Items**. **Covered Losses to Scheduled Items** are only covered up to the limit as specified in the **Declarations** or applicable Statement of Values, per **Occurrence**.

For clarity, the Excluded Property section does not apply to **Scheduled Items** and **Scheduled Items** need not be on the **Premises** to attract coverage under this provision.

If a **Scheduled Item** would otherwise be covered under Coverage A in the absence of being a **Scheduled Item**, this provision and any corresponding specific limits of insurance will apply.

We also propose to include a definition of “Scheduled Items” which reads as:

**Scheduled Item(s)**: items or structures specifically listed on the **Declarations** and accepted by us and for which values have been reported and premiums paid to the MIABC.

C. Finally, we propose to add a new category of loss valuation for “Scheduled Items” to Part 1: Coverages, Coverage A Property Coverage, Loss Valuation which reads as follows:

**h. Scheduled Items**

With respect to **Scheduled Items**, the valuation of property shall be in accordance with the Basis of Settlement as indicated on the **Declarations** or applicable Statement of Values.

If the **Scheduled Item** is insured on a declared or stated value basis, settlement shall be based on the amount valued at and insured for as set out in the **Declarations** or Statement of Values but in no event to exceed what it would cost us to repair or replace the property with material of like kind or quality.

If the **Scheduled Item** is insured on an actual cash value basis, settlement shall be based on the actual cash value of the property at the time of the **Occurrence** with proper deduction for depreciation or the amount stated on the **Declarations** or Statement of Values, whichever is least, but in no event to exceed what it would cost us to repair or replace the property with material of like kind and quality.

If no specific Basis of Settlement has been set out for a **Scheduled Item** in the Statement of Values, then valuation shall be replacement cost in accordance with the provisions set out above at the beginning of Section 3. Loss Valuation subparagraphs (a) through (d).

## GROUP B REPRESENTATIVE

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### **Roy Scott**

DIRECTOR OF CORPORATE ADMINISTRATION,  
DISTRICT OF 100 MILE HOUSE

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I have worked in local government for over 35 years, both as a manager and as an elected official, and I have had the privilege of being a member of the Municipal Insurance Association of BC's (MIABC's) Board of Directors for over seven years.

During my tenure as a director, I have served as Chair of the Governance Committee, as well as a member of the Finance/Audit Committee. Currently I serve as Board Chair. I recognize that being a director comes with a high level of responsibility. I believe that my well-rounded experience is not only a valuable asset to the organization, but that it also brings a unique perspective. I have a deep understanding of the value of risk pools, as I previously acted as Board Chair in developing and implementing an insurance exchange for the municipalities of the Northwest Territories. In addition, having myself relied on the support and services offered by the MIABC for the past 15 years in my role as the Chief Administrative Officer for the District of 100 Mile House, I understand what is important to local governments and am a strong believer in the "power of pooling".

With the support of the membership, I would be honoured to serve another term as your Group B Representative so that I can continue my work in strengthening the position of the MIABC in our great province, while enhancing the insurance products and value-added services that are available to our members.

## GROUP C REPRESENTATIVE

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### **Myers Bennett**

COUNCILLOR, TOWN OF OSOYOOS

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I was honoured to be appointed to the MIABC Board of Directors in 2017. I have 42 years of Commercial Insurance experience. In addition, the four terms as a town councillor have given me the experience and insight to understand the complete operation of the MIABC. When the board discusses reciprocal insurance, pooling, claim's ratios, ancillary coverage, and in-house legal versus external counsel, they are terms I am familiar with on a daily basis.

Over the past six years on the board, I committed myself to become familiar with the operations of the MIABC and currently sit on various committees, including the Vice-Chair of the Insurance committee. With that understanding and experience, it allows me to engage productively in Board discussions and make a positive and meaningful contribution to the MIABC and YOU, the members.

I could list all of my other accomplishments and involvement in the many other organizations I have sat on as member or chair, but sitting as a member on the MIABC Board of Directors is probably one of the most rewarding. Please vote for me as I know I have the experience and knowledge to continue to represent you on this Board.



## Adam Etchart

COUNCILLOR, CITY OF MERRITT

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I am currently serving my second term as a councillor for the City of Merritt. This allows me to serve on the Policy Review Committee, as well as the Finance and Police Committees for the City. I really enjoy being involved with these committees, as they keep me very involved in my community.

My knowledge and experience with Commercial Property and Personal Lines insurance is quite extensive, having been in the industry for over 25 years. I have experience working with ICBC, including Driver Services, which really helps strengthen the bond to my fellow residents. Extensive experience working with complex insurance variables, from overland flood to wildfire evacuations, has enabled me to create a deeper connection to my community.

I enjoy volunteering and serving my community, serving on the Phalen Seniors Society Board and previously the Food Bank Board of Directors in Merritt.

With a passion for insurance and helping others, I would be happy to represent the MIABC as a board member.

Thank you for reading.

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## Steffan Klassen

DIRECTOR OF FINANCE AND CORPORATE SERVICES,  
TOWN OF CRESTON

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I am proud to be an MIABC Director for the past nine years where I have been a consistent contributor at the Board and committee tables. To give you a little history on myself, I am the Director of Finance and Corporate Services for the Town of Creston. Previous to my municipal appointment 15 years ago, I served as a controller in private industry for 9 years and was an auditor and tax specialist for 5 years. Having this diverse financial experience allows me to see issues from various viewpoints. Being responsible for the Town of Creston's insurance needs helps me to clearly understand issues that affect the MIABC membership.

The MIABC is a great organization that delivers real benefits to its member municipalities throughout British Columbia. I am committed to the success of the MIABC over the long-term. The effects of the hard insurance market, growth of our property insurance business, and future growth of the MIABC are three very important matters currently facing the MIABC. When change is occurring, stable governance is very important. A board that is focused, understands the business, is balanced, and is able to make effective decisions is critical to the success of the organization. Currently, there has been much turn-over on the Board, with many senior directors leaving, or having already left, such that I am one of the most senior directors on the Board. I believe it is important that seasoned directors are on the Board to help provide direction and leadership. I would be honoured to continue serving on the MIABC Board of Directors. Thank you for your support.



## Ryan Nitchie

COUNCILLOR, CITY OF ARMSTRONG

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I feel privileged to have the opportunity to seek election to the MIABC Board of Directors and am respectfully requesting your support at the Annual General Meeting in Vancouver. As a City Councillor with the City of Armstrong, I served 18 years from 1996 until 2014 and was fortunate to have served on the MIABC Board from 2011 until 2014. I have served as a local government staff member for the past nine years and was elected to Armstrong City Council again in 2022. In my previous career I held a professional designation in insurance as a Canadian Accredited Insurance Broker and managed an insurance brokerage for several years. During my time on the MIABC Board I was active on two significant organizational initiatives, including the purchase of the MIABC office building, as well as the expansion of service to include property coverage.

The MIABC organization and Board, and especially the staff, are exceptional. The reciprocal insurance model has and will continue to provide the most comprehensive, adaptable, responsive, and cost effective insurance coverage for local governments, and I would be honoured to have your trust to be a part of the team that continues that legacy.



## Sue-Lin Tarnowski

INTERIM CHIEF ADMINISTRATIVE OFFICER, DISTRICT OF METCHOSIN

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I currently serve as the Interim Chief Administrative Officer at the District of Metchosin. Prior to my position at the District of Metchosin, I served in various senior financial leadership positions with municipal governments in greater Victoria and on the Sunshine Coast. My other diversified professional experiences include working for and with First Nations in BC and Alberta in advisory roles, as well as performance management at a financial institution. I am a visionary, strategic, and practical leader, and I always strive to ensure my advice and decisions integrate strategy with operations to ensure resources are managed optimally to achieve strategic priorities.

## GROUP D REPRESENTATIVE



### Karen Grommada

DEPUTY CHIEF ADMINISTRATIVE OFFICER, CITY OF PORT COQUITLAM

As a CPA and CMA with over 25 years of experience in BC Local Government and First Nations Finance, I am an ideal candidate for the MIABC Board. I have held progressively more senior roles at the Resort Municipality of Whistler, Village of Pemberton, Mount Currie Indian Band, District of Sechelt, and City of Port Coquitlam.

I have been with the City of Port Coquitlam for over 16 years and am currently the Deputy Chief Administrative Officer.

I also served for six years as the Executive Director of the Port Coquitlam Community Foundation until 2019 when I became the City Liaison, and I have served on the Canadian Association of Government Finance Officers Board since 2018.

The combination of my local government finance background, board governance experience, and my desire to make communities a better place to work, live, and play, make me an ideal MIABC Board Director candidate.

As the representative for the Group D member municipalities since 2019, and the current Chair of the Finance Committee, I look forward to continuing on the MIABC Board of Directors.

## REGIONAL DISTRICT REPRESENTATIVE



### Stuart Horn

CHIEF ADMINISTRATIVE OFFICER,  
REGIONAL DISTRICT OF CENTRAL KOOTENAY

I am the Chief Administrative Officer for the Regional District of Central Kootenay, and I am seeking re-election to the Municipal Insurance Association of BC's Board of Directors as your Regional District Representative. Prior to my appointment as CAO, I held the Chief Financial Officer position at the RDCK and operated in a dual role in those positions for eight years. I have extensive experience in finance, spending 14 years with KPMG as Senior Manager and a Vice President of KPMG Forensic Inc. I am a Chartered Professional Accountant and Chartered Business Valuator, and I have a postgraduate diploma in Investigative and Forensic Accounting.

As an MIABC board member completing my first term, I have been able to support the initiatives to move the MIABC and its members through and out of the pandemic. I have participated in the recent board strategic planning sessions and have taken advantage of the training opportunities afforded to me in order to keep up with the evolving reciprocal insurance environment. In 2022, I was appointed chair of the newly established Insurance Committee and tasked with ensuring that the committee began immediately contributing to the policy direction for the MIABC's Insurance Department.

I look forward to the opportunity to continue to support the Municipal Insurance Association of BC and represent its members for another term as the Regional District Representative.



## ANNUAL GENERAL MEETING RULES AND PROCEDURE BYLAW

### GENERAL RULES

1. Sessions will begin and end promptly at the scheduled hours.
2. Delegates will use the floor microphones when speaking.
3. The Subscriber's representative, appointed by resolution of its council, trustees, directors, or other elected officials and delivered to the Board, shall be entitled to vote for the interests of the Subscriber.

All elected and appointed officials of subscribing members may attend the Annual General Meeting as guest delegates and shall not be entitled to the privilege of the floor unless authorized by the Meeting. Guest speakers may be permitted at the discretion of the Executive Board.

4. The quorum for a meeting of the Subscribers shall be 50% of the Subscribers. If 50% of the Subscribers are not present in person through their duly authorized representatives at the meeting of the Subscribers, accommodation will be made for electronic casting of ballots to be cast before the next meeting of the Subscribers.

### VOTING RULES

5. Only one appointed representative of a subscribing member shall be entitled to vote.
6. Voting on resolutions shall normally be by a show of hands (holding the voting card), and the Chairperson's decision as to whether a motion is won or lost is final.

unless, immediately upon the decision of the Chairperson being declared, 10 or more voting representatives then present by standing, demand a standing vote, whereupon the Chairperson shall again put the same question to the Annual General Meeting to be decided by a count of those standing in favour of and against the motion. In the event that the result of the standing vote is questioned by 50 or more voting representatives then present, or at any time at the discretion of the Chairperson, the Chairperson shall order that the matter before the Annual General Meeting be determined by ballot, and the result of such ballot shall be final.

7. Where voting is by ballot, scrutineers shall be appointed by the Chairperson to distribute the ballot, collect the same, and to count and report the vote.
8. In all cases, where the votes of representatives then present, including the vote of the Chairperson, are equal for and against a question, the question shall be negated, and it shall be the duty of the Chairperson to so declare.
9. No vote by proxy shall be recognized or allowed.
10. When voting by show of hands, all representatives shall hold their voting card. In the case of a ballot, the voting card must be presented and initialled by the scrutineers before a ballot is issued.

### **RULES OF PROCEDURE**

11. The fundamental principles of British parliamentary rules of procedure shall govern the proceedings of the Municipal Insurance Association of BC, so far as they may be applicable without coming in conflict with the Reciprocal Agreement and Bylaws.

12. The Presiding Officer shall enforce order and strict observance of the Reciprocal Agreement and Bylaws. Subject to an appeal to the meeting sustained by a majority vote of representatives present, the Presiding Officer shall have the right to decide all questions of order, and their ruling in this regard shall be final.
13. A representative wishing to move, second, or speak to a motion shall rise and address the Chairperson and shall wait until they are recognized before speaking. The representative must announce their name, municipal or regional office, and municipality or regional district or other qualifications each time they rise to speak.
14. Representatives must confine their remarks to a maximum speaking period of two minutes. The introducer of a motion is permitted three minutes.
15. No representative may speak more than once on any one question unless, and until, all other representatives desiring to speak have been heard.
16. Any amendment and any motion to withdraw any resolution from consideration of the meeting or to refer the same to the Executive Board or to any other committee and any motion affecting the resolution must be moved and seconded from the meeting floor.
17. Should discussion continue on any resolution for an undue length of time without reasonable agreement being reached, the resolution may be cleared from the floor by a favourable vote to refer the resolution to the Executive Board for further consideration and report.



## NOMINATION AND ELECTION PROCEDURE BYLAW

### BOARD OF DIRECTORS

The Board of Directors of the Municipal Insurance Association of British Columbia (MIABC) shall be composed of:

- Five Regional Area Association representatives;
- Four Deductible Group representatives (one from each of Deductible Group A, B, C, and D);
- One Regional District representative; and
- Five Directors at Large.

### NOMINATION PROCEDURES

1. At the last Board meeting in each calendar year, the Board shall appoint a Nominating Committee.
2. It shall be the duty of the Nominating Committee to:
  - a) Issue a call for nominations for each position to be received no later than March 31<sup>st</sup> of the following year for consideration for election at the Annual General Meeting;
  - b) Ensure nomination materials include the following four items: (i) a completed "Personal Information Return" in the form provided by the BC Financial Services Authority; (ii) a bankruptcy and insolvency report; (iii) a criminal record check report; and (iv) a current resume;
  - c) Review the credentials of nominees to ensure each is qualified to hold office pursuant to Article 3 of the Reciprocal Insurance Exchange Agreement and advise those who are not eligible to hold office;
  - d) Notify members of upcoming positions for election and encourage nominees to provide expressions of interest and background information to be available to members before the Annual General Meeting; and
- e) Provide nominees the opportunity to make a two-minute speech of their interest in serving on the Board at the Annual General Meeting.
3. The Chair of the Nominating Committee shall present the nominations for the positions of:
  - Regional Area Association representatives;
  - Deductible Group representatives;
  - Regional District representative; and
  - Directors at Large.
4. Nominations shall not require a seconder. The nomination shall state only the candidate's name, official position, municipality or regional district, and the position for which the candidate is being nominated.
5. If, at the close of nominations, only five qualified nominees for the positions of Regional Area Association representative are validly nominated, the Chair of the Nominating Committee shall forthwith proclaim the candidate elected.
6. If, at the close of nominations, only one qualified nominee for each position of Deductible Group representative or Regional District representative stands validly nominated, the Chair of the Nominating Committee shall forthwith proclaim the candidates elected.
7. If, at the close of nominations, only five qualified nominees for the positions of Director at Large stand validly nominated, the Chair of the Nominating Committee shall forthwith proclaim the candidates elected.

**ELECTION PROCEDURES**

8. Each Subscriber shall appoint, by resolution of its Council or Board, a representative and two alternates to vote the interests of the Subscriber and shall deliver a certified copy of such resolution to the MIABC Board Secretary. The MIABC Board Secretary will in turn issue each representative a voting card. Each representative shall present their voting card to the scrutineers at the time of registering for the election and before receiving a ballot.
9. The election shall be held within 48 hours of the Annual General Meeting.
10. If any election is to be held, ballot papers shall be prepared and distributed. In the case of elections for the Regional Area Association representatives and Deductible Group or Regional District representatives, individual ballots shall be used. In the case of an election for the five positions of Directors at Large, one ballot shall be used. The names of the candidates shall be printed alphabetically in order of surnames on the ballots and shall show only the candidate's name, official position, municipality or regional district and, if applicable, their Deductible Group. Before any ballot is taken, any person nominated may decline or withdraw their name.
11. Scrutineers shall be appointed by the Chair of the Nominating Committee, and it shall be among the duties of such scrutineers to count the votes on the ballots and declare the results to the Chair of the Nominating Committee, who shall report the results of the election. Any ballots marked for more than the number of positions to be elected shall be dismissed as spoiled ballots.
12. Only one duly accredited representative from each member municipality and regional district who is present at the Annual General Meeting shall be entitled to vote. No vote by proxy shall be recognized or allowed.
13. Each subscribing municipality and regional district shall be entitled to one ballot for each of the positions they are eligible as electors. Membership in a Regional Area Association shall entitle a subscriber to one ballot for that Regional Area Association's representative. Membership in a Deductible Group shall entitle a Subscriber to one ballot for that group's representative. Regional districts shall be entitled to one ballot for the Regional District representative. All Subscribers shall be entitled to one ballot for each of the five Director at Large positions.
14. In the case of election for Directors at Large, the Chair of the Nominating Committee shall declare, as elected, the five candidates with the highest number of votes.
15. If, at the close of nominations, more than one candidate stands validly nominated for each of the five positions of Regional Area Association representative, Deductible Group representative, Regional District representative, or the five positions of Director at Large, the Chair of the Nominating Committee shall cause elections to be held, as may be required.
16. In the event of a tie vote, the Nominating Committee, taking into account a balance in representation in each area of the Province and between elected and non-elected officials on the Board, shall decide the election.

## 2022 BOARD OF DIRECTORS



### Top, left to right:

**Director Rob Gay**  
REGIONAL AREA ASSOCIATION REPRESENTATIVE –  
AKBLG REGION, REGIONAL DISTRICT OF EAST  
KOOTENAY

**Roy Scott**  
GROUP A REPRESENTATIVE,  
DISTRICT OF 100 MILE HOUSE

**Stuart Horn**  
REGIONAL DISTRICT REPRESENTATIVE,  
REGIONAL DISTRICT OF CENTRAL KOOTENAY

**Councillor Gord Klassen**  
REGIONAL AREA ASSOCIATION REPRESENTATIVE –  
NCLGA REGION, CITY OF FORT ST. JOHN

**Steffan Klassen**  
DIRECTOR AT LARGE, TOWN OF CRESTON

**Mayor Jack Crompton**  
REGIONAL AREA ASSOCIATION REPRESENTATIVE –  
LMLGA REGION, RESORT MUNICIPALITY OF WHISTLER

**Lance Bredeson**  
DIRECTOR AT LARGE, CITY OF RICHMOND

### Bottom, left to right:

**Director Penny Cote**  
REGIONAL AREA ASSOCIATION REPRESENTATIVE –  
AVICC REGION, ALBERNI-CLAYOQUOT REGIONAL DISTRICT

**Clay Nelson**  
DIRECTOR AT LARGE, DISTRICT OF WEST VANCOUVER

**Stephanie Munro**  
DIRECTOR AT LARGE, DISTRICT OF NORTH SAANICH

**Karen Grommada**  
GROUP D REPRESENTATIVE, CITY OF PORT COQUITLAM

**Councillor Myers Bennett**  
GROUP B REPRESENTATIVE, TOWN OF OSOYOOS

**Lance Kayfish**  
DIRECTOR AT LARGE, CITY OF KELOWNA

### Not Pictured:

**Mayor Ruth Hoyte**  
REGIONAL AREA ASSOCIATION REPRESENTATIVE –  
SILGA REGION, DISTRICT OF COLDSTREAM

**Sheryl Worthing**  
DIRECTOR AT LARGE, VILLAGE OF BURNS LAKE

**ADMINISTRATION**

**Megan Chorlton**  
CHIEF EXECUTIVE  
OFFICER



**Heidi Scribner**  
ADMINISTRATOR &  
BOARD SECRETARY



**Claudia Chan**  
MANAGER OF  
ADMINISTRATIVE  
SERVICES



**Hilda Strohan**  
OFFICE SERVICES  
ASSISTANT



**Manuel Orellana**  
FINANCE & OFFICE  
SERVICES ASSIS-  
TANT

**FINANCE**

**Maria Creighton**  
CHIEF FINANCIAL  
OFFICER



**Pritika Pratap**  
ACCOUNTANT



**Peter Uyeyama**  
ACCOUNTANT

**INSURANCE SERVICES**

**Nicole Purves**  
DIRECTOR OF  
INSURANCE  
SERVICES



**Sandra Mayo**  
MANAGER OF RISK  
MANAGEMENT  
SERVICES



**Marina Sen-Partridge**  
MANAGER OF MEMBER  
ENGAGEMENT



**Erica Shi**  
INSURANCE  
PROGRAMS  
ADMINISTRATOR



**Tony Lin**  
RISK MANAGEMENT  
DATA ANALYST



**Jacinta Wu**  
RISK MANAGEMENT  
ADVISOR



**Satvinder Kaur**  
**Sekhron**  
INSURANCE  
SERVICES  
ADMINISTRATOR



**Nedie Vanderelst**  
MEMBER REPRESENTATIVE  
& BROKER

**CLAIMS & LEGAL SERVICES**



**Sherman Chow**  
DIRECTOR OF  
CLAIMS



**Steven Gares**  
CLAIMS  
MANAGER



**Michelle Stewart**  
CLAIMS EXAMINER



**David Hooper**  
CLAIMS EXAMINER



**Kevin Travis**  
CLAIMS EXAMINER



**David Tupper**  
CLAIMS & RISK  
ANALYST



**Bryan Wong**  
ROAD ADJUSTER



**Maryam Sherkat**  
GENERAL COUNSEL &  
CHIEF RISK OFFICER



**Samantha Boyce**  
MANAGER OF  
STRATEGIC  
INNOVATION &  
ASSISTANT GENERAL  
COUNSEL



**Dana Romanick**  
LEGAL COUNSEL



**Brian Lee**  
LEGAL COUNSEL



**Tristan James**  
LEGAL COUNSEL



**Elizabeth Wong**  
LEGAL COUNSEL



**Judy Yee**  
LEGAL ASSISTANT



**Annalee Diguangco**  
LEGAL ASSISTANT

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**Municipal Insurance  
Association of British Columbia**

#200 - 429 West 2<sup>nd</sup> Avenue  
Vancouver, BC, V5Y 1E3

Phone: 604-683-6266  
Fax: 604-683-6244  
Toll Free: 1-855-683-6266

**[www.miabc.org](http://www.miabc.org)**

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Ucluelet and Area Historical Society  
Box 397 Ucluelet BC V0R 3A0 info@ucluelethistory.ca

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Mayor McEwen and Council  
Municipality of the District of Ucluelet Council  
info@ucluelet.ca

Mayor McEwen and Council:

Regarding: Ucluelet & Area Historical Society's November request for a site for a Historical interpretive pavilion telling the story of how the Ucluelet area Japanese Canadians became part of the community, to be funded by BC government Redress Fund through the Japanese Canadian Legacies Society for a minimum of \$250,000:

We have now received official notice from the Japanese Canadian Legacies Society that we have been allotted a potential **\$400,000** and a project coordinator has been assigned to the Ucluelet and Area Historical Society to oversee and assist with all phases of our project.

**Release date for grant criteria and applications are now "by September 1<sup>st</sup>."**

Bringing this asset to the community depends on the Municipality of the District of Ucluelet agreeing to provide the site and take ownership of the history pavilion as a municipal asset.

As Council directed at the November meeting, Planning Department staff Bruce Grieg and John Towgood met with Society representatives. We were given a list of potential sites: small unused plots on or above the harbour. Ways were discussed of using steeply sloping property. The board viewed the sites that met the requirements (close to town-centre with high visibility for locals and tourists, plus a view of the harbour edge, where the Japanese Canadian citizens once built their homes in groups at water level.)

A never-used road extension allowance at the end of Matterson Drive running down from Imperial Lane was chosen as most suitable and approved by our Board. \*

**We are now requesting your approval in principle for this site for the history pavilion.**

**We also request your approval for access to the property for geotechnical, archaeological, and environmental review, as required before any planning can go forward.** Stability and angle of the slope and the type and depth of footings needed, (cantilever style or straight pillars) must be known before we can provide a plan. As keepers of local history, we believe no industrial use was made of this exact plot in the past.

Further, in the unfortunate event that a site review shows in some way the Matterson Drive extension allowance is not suitable, we request that one of the lesser-suited but similar sites along the harbour suggested by planning staff will be approved for this use. \*\*

**More Information:**

I am attaching rough ideas for construction on this site sketched by John Towgood during our meeting, and a map of the intersection of Matterson and Imperial. The interpretive pavilion would rest partly on ground level with Imperial Lane, and project out from there toward the harbour, either cantilevered, or resting on pillars straight into the slope below. Ideally it would be about 12'x18', with free-standing metal interpretive boards in the interior and on some of the sides and surrounded partly by railings necessary on this site. The heavy wooden construction would be of Japanese traditional joinery, the style clearly traditional Japanese with the unexpected touch of First Nations' carvings representative of their support and friendship. Reconciliation is most important to the Japanese Canadian Legacies Society.

The Ucluelet First Nation Heritage Department has given us a letter of approval in principle, and Clayoquot Biosphere Trust has indicated we will be eligible for some funds under at least two different grants.

\* Four points make this site an ideal setting: the municipality's long-term plan for harbour walkways, the fact it overlooks the site of the Fraser Bay Japanese Canadian settlement, the fact that this street is already a popular strolling path for locals, and its proximity to the village green.

\*\* Two other suggested sites were fairly close to town-centre and on sites of Japanese Canadian villages. One, at the entrance to the small craft Harbour is site of the Sunahama village and in a well-travelled area. The other, by the water treatment plant near the Eagle's Nest is by the former Bunji Bay village site and on the projected path of the harbour walkway. However, the Small Craft Harbour site appears to be much too small and the other is in currently unattractive surroundings.

Thank you for your attention.

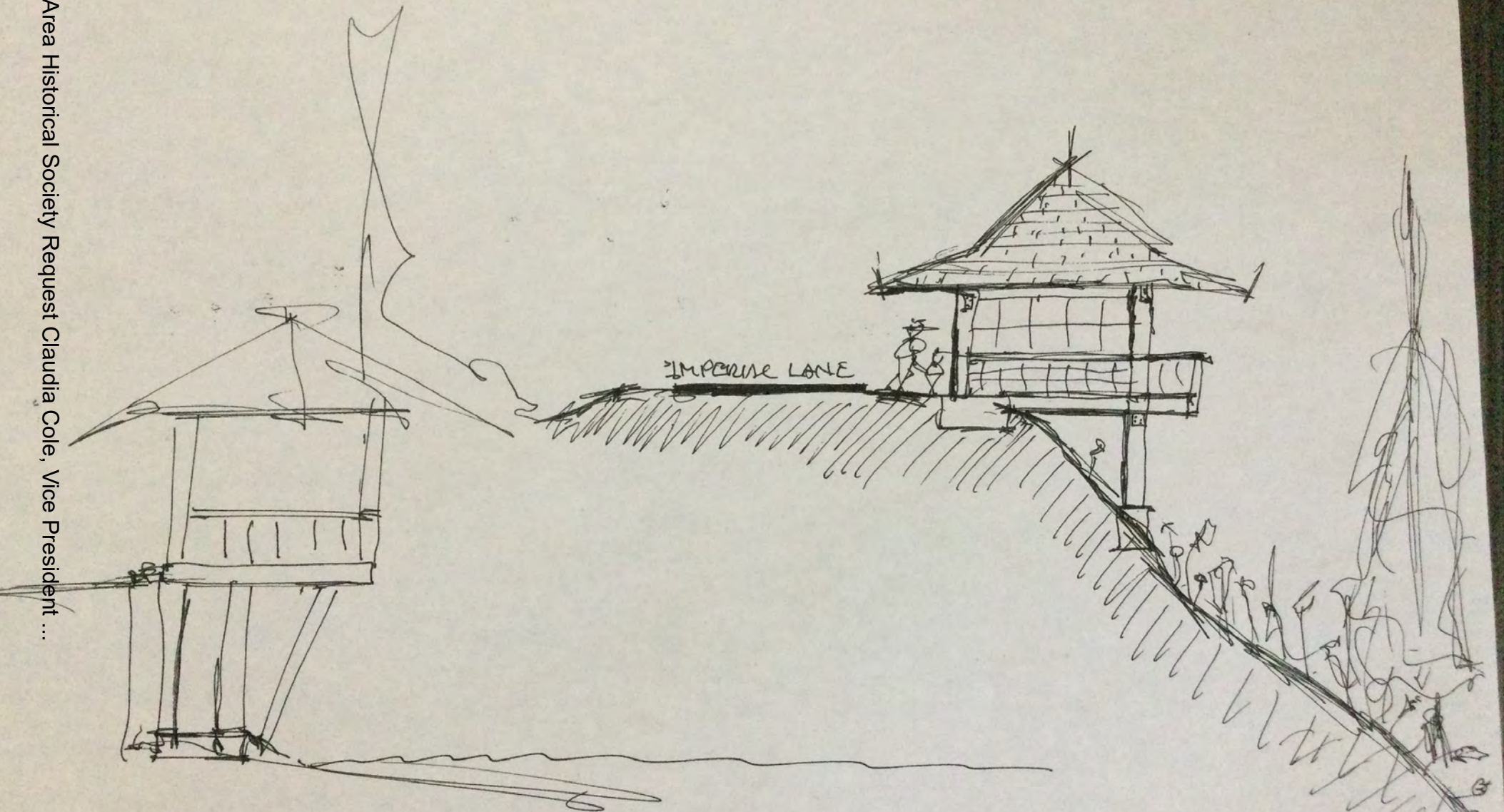
Claudia Cole  
Vice President of UAHS

██████████  
██████████











**From:** [Joseph Rotenberg](#)  
**To:** [Joseph Rotenberg](#)  
**Subject:** FW: Attn: Mayor & Council, Chief Administrative Officer  
**Date:** August 10, 2023 12:25:09 PM

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**From:** FPBoard, Public Access <[FPBoard@bcfpb.ca](mailto:FPBoard@bcfpb.ca)>  
**Sent:** Wednesday, August 9, 2023 11:06 AM  
**Subject:** Attn: Mayor & Council, Chief Administrative Officer

**[External]**

Dear Mayor & Council, and Chief Administrative Officer,

I would like to draw your attention to a special report recently released by the Forest Practices Board, [Forest and Fire Management in BC: Toward Landscape Resilience](#). The report highlights an urgent need to change how BC's forests and landscapes are managed to reduce the risk of catastrophic wildfire. Over 39 million hectares of public land in BC are at high or extreme threat of wildfire, and the negative effects on health, the environment and the economy affect all British Columbians. The Board is calling for urgent action by the provincial government to create a province-wide vision and action plan to improve landscape resilience and reduce the risk of catastrophic wildfire.

This report aims to raise public and policymaker awareness about the broad negative consequences of catastrophic wildfire, the impacts of climate change, and the inability of current forest and fire management policies to solve this problem. The Board recognizes that the level of action required to address catastrophic wildfire will require coordination and cooperation across all levels of government. We encourage you to read the report, consider how a change in how landscapes are managed could benefit your community, and consider your role in effecting this change.

The Forest Practices Board will be a participant in the 2023 UBCM Convention and tradeshow. Please visit our booth to learn more about the Board's work, including the recommendations in the report.

The Forest Practices Board is BC's independent watchdog for sound forest and range practices, reporting its findings and recommendations directly to the public and government. The board audits forest and range practices on public lands and the appropriateness of government enforcement. It can also make recommendations for improvement to practices and legislation. To find out more, please visit our website at <https://www.bcfpb.ca/>

Sincerely,

Keith Atkinson  
Chair, BC Forest Practices Board

*Please forward to other persons as appropriate. Many thanks!*



## ALBERNI-CLAYOQUOT REGIONAL DISTRICT

August 10, 2023

Mayor Marilyn McEwen & Council  
District of Ucluelet  
[mmcewen@ucluelet.ca](mailto:mmcewen@ucluelet.ca)  
[dlawrence@ucluelet.ca](mailto:dlawrence@ucluelet.ca)

### Re: Transportation Advisory Committee

Dear Mayor McEwen & Council,

On behalf of the Alberni-Clayoquot Regional District (ACRD) Board of Directors, we would like to invite the District of Ucluelet to appoint a representative to sit on the newly formed *Transportation Advisory Committee*, commencing in October 2023. The purpose of this Committee is to consider issues and to make recommendations to the ACRD Board pertaining to transportation options throughout the ACRD. The scope of the work will be to prioritize transportation options in the Region, inform the ACRD Board and then collectively advocate for these options to higher levels of government. The scope of work could include prioritizing transportation options including a secondary route in and out of the Alberni Valley, the Bamfield Road, the Bamfield/Cowichan Route, and route to the West Coast. Meetings will be held on a quarterly basis or at the call of the Committee Chairperson.

A copy of the Terms of Reference is attached. The first Transportation Advisory Committee meeting is anticipated to occur in October 2023. We look forward to your participation on this Committee. If you require further information, please contact:

Heather Zenner  
Manager of Administrative Services  
[hzenner@acrd.bc.ca](mailto:hzenner@acrd.bc.ca) or 250-720-2731

Please forward the appointed member information by email to:  
[administration@acrd.bc.ca](mailto:administration@acrd.bc.ca) with the Subject Line: ACRD Transportation Advisory Committee

Thank you,

*Heather Zenner*

Heather Zenner, MA, RPF  
Manager of Administrative Services

Enclosure(s)



## Alberni-Clayoquot Regional District

### Terms of Reference Transportation Advisory Committee

#### 1. Purpose

- 1.1 The Transportation Advisory Committee has been established to consider issues and to make recommendations to the Alberni-Clayoquot Regional District (ACRD) Board pertaining to transportation options throughout the ACRD.

#### 2. Duties/Mandate

- 2.1 The Transportation Advisory Committee is a standing committee of the Board that will work cooperatively with key partners in the region to advance transportation options throughout the ACRD.
- 2.2 The Committee will provide the Board with regular, ongoing updates on different activities and services with the areas defined in section 1.1.

#### 3. Scope of Work

- 3.1 The scope of the work will be to prioritize transportation options in the Region, inform the ACRD Board and then collectively advocate for these options to higher levels of government. The scope of work could include prioritizing transportation options including a secondary route in and out of the Alberni Valley, the Bamfield Road, the Bamfield/Cowichan Route, and route to the West Coast.

#### 4. Membership

- 4.1 Membership on the Committee is as follows:
- One (1) municipal representative (each) from the City of Port Alberni, District of Tofino, and District of Ucluelet
  - Three (3) Directors from the ACRD representing Alberni Valley, Bamfield, and West Coast, Huu-ay-aht First Nations, Toquaht Nation, Yuułuʔiłʔatḥ, Uchucklesaht Tribe



## Terms of Reference – Transportation Advisory Committee, 2023

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- One (1) Port Alberni Port Authority representative
- One (1) representative (each) from Alberni Valley, Ucluelet, and Tofino-Long Beach Chamber of Commerce
- One (1) Ahousaht First Nation representative
- One (1) Ditidaht First Nation representative
- One (1) Hesquiaht First Nation representative
- One (1) Hupacasath First Nation representative
- One (1) Tla-o-qui-aht First Nation representative
- One (1) Tseshaht First Nation representative
- One (1) Nuu-Chah-Nulth Tribal Council
- One (1) Tsawak-qin Forestry (TFL44) representative
- One (1) Mosaic Forest Management representative
- One (1) Paper Excellence representative
- One (1) Ministry of Transportation and Infrastructure representative
- Two (2) Members at large from the business community in the Region

### **5. Appointment and Term**

- 5.1 Appointments to this Committee shall be for the term they are representatives of the organizations listed in Sections 4.1.
- 5.2 The ACRD Board may, at any time, remove any member of the Committee and any member of the Committee may resign at any time upon sending written notice to the Chairperson of the Committee.
- 5.3 Non ACRD members of the Committee serve without remuneration.
- 5.4 Committee appointments are re-confirmed by the Chair of the Board at the Regular ACRD Board of Directors Meeting in January of each year.

### **6. Chair**

- 6.1 The Committee will elect a Chair and Vice-Chair from amongst its members at the first meeting of each year. The Chair of the Committee will be an ACRD Director as appointed by the Board.

### **7. Meeting Procedures**

- 7.1 The meetings of the Committee shall be held quarterly or at the call of the Committee Chairperson.

## **Terms of Reference – Transportation Advisory Committee, 2023**

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- 7.2 A majority of the Committee members shall represent a quorum, one of whom must be a Director of the ACRD Board.
- 7.3 Meetings of the Committee shall be conducted and held in accordance with the ACRD's Procedures Bylaw.
- 7.4 Staff or contracted resources will provide support to the Committee including preparing agendas, coordination of research and reports, recording minutes of all meetings and ensuring Committee agendas, minutes, etc. are forwarded electronically for circulation to all members.

### **8. Reporting to the Board**

- 8.1 The Committee Chair will report to the ACRD Board on the activities of the Committee.
- 8.2 Recommendations from the Committee to the Board must be adopted by the Committee prior to presentation to the ACRD Board.

### **9. Resources**

- 9.1 On behalf of the Committee, staff or contracted resources will provide advice and professional assistance to the Committee including writing letters and preparing reports to the ACRD Board.
- 9.2 Staff or contracted resources will provide support to the Committee including preparing agendas, recording the minutes of meetings and ensuring Committee agenda's, minutes etc. are circulated electronically to all Committee Members and the ACRD Board.
- 9.3 ACRD staff will coordinate the engagement of all and any contracted services.

<b>Adopted by the ACRD Board:</b>	July 26, 2023
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## Admin Support

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**From:** Theresa Dennison <tdennison@avicc.ca>  
**Sent:** August 18, 2023 4:22 PM  
**To:** AVICC Info  
**Subject:** FW: Save the Date: Fall 2023 Oceans Protection Plan Pacific Dialogue Forum

[External]

*Please forward to elected officials, the CAO and Corporate Officer:*

Below is information from Transport Canada about the Fall 2023 Oceans Protection Plan Pacific Dialogue Forum, which will be held virtually. Registration information will be sent in the coming weeks.

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**From:** "Oceans Protection Plan BC Registration / Plan de Protection des Océans CB Enregistrement (TC)" <TC.OPPBCReg-PPOCBenreg.TC@tc.gc.ca>  
**Date:** Thursday, August 17, 2023 at 11:09 AM  
**Subject:** Save the Date: Fall 2023 Oceans Protection Plan Pacific Dialogue Forum

Hello,

We are excited to announce that the Fall 2023 Ocean Protection Plan (OPP) Pacific Dialogue Forum will be taking place from **November 1-3, 2023**. This year's Forum will be a **virtual** event with all sessions livestreamed. An email with instructions on how to register will be sent in the coming weeks.

The theme of the Fall 2023 Forum will be **"building our progress together"**, which highlights the collaborative efforts that have advanced the work under the OPP over the last 6 years. The Forum will provide an opportunity for OPP federal departments, First Nations partners, and stakeholder partners to share their unique insights and perspectives of OPP through co-presented sessions and panel discussions.

The Forum is being held in a virtual format this year to help reduce barriers to participation such as travel and associated costs and support wider access amongst First Nations, coastal communities, and stakeholders across the Pacific region. To further support the participation of Indigenous Peoples and local communities, capacity funding for the time and effort to be involved with the Forum is available through Transport Canada's Community Participation Funding Program (CPFP). For the Dialogue Forum, applications need be submitted by **Oct. 10<sup>th</sup>, 2023**; for further eligibility requirements and to submit an application, please visit <https://www.tc.gc.ca/en/services/marine/apply-cpfp-funding.html>. Please note that application approval is required before expenditures are incurred, and that participants who receive funding through Transport Canada's Indigenous and Local Communities Engagement and Partnership Program (ILCEPP) are asked to email [tc.cfpf-pfpc.tc@tc.gc.ca](mailto:tc.cfpf-pfpc.tc@tc.gc.ca) before applying.

The Fall 2023 OPP Pacific Dialogue Forum will be a great platform to learn more about OPP initiatives and opportunities to get involved; provide input and feedback on existing and future projects; and build relationships to support collaboration in the marine and ocean protection space. marine transportation and ocean protection.

If you have any questions, please contact us at [tc.oppbcreg-ppocbenreg.tc@tc.gc.ca](mailto:tc.oppbcreg-ppocbenreg.tc@tc.gc.ca).

We look forward to seeing you at the Forum!

The OPP Dialogue Forum Team



## Admin Support

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**From:** Fazileh Dadvar <fazileh.dadvar@ueforum.org>  
**Sent:** August 21, 2023 12:52 PM  
**To:** Info Ucluelet  
**Cc:** Reza Pourvaziry; Anantha Krishnan; UEF5  
**Subject:** Time -Sensitive : Invitation to UEF5+WPC59, as a speaker at the Mayoral Round Table at UEF5+WPC59 on October 10, 2023, in Toronto, Canada

[External]



Dear Honourable Mayor, Marilyn McEwen,

I hope this email finds you in good health and high spirits. As a director of annual forums at UEF, and on behalf of Mr. Matthew Green, Member of the Canadian Parliament, and Co-Chair of the Steering Committee of UEF5+WPC59, and Reza Pourvaziry the chair of UEF, we would like to extend the invitation to you as a champion of sustainability to participate as a speaker at the Mayoral Roundtable at UEF5+WPC59 Conference which will be held on October 10<sup>th</sup> afternoon, in Toronto. We highly value your expertise and leadership in driving positive change towards more sustainable cities and the world. I am honoured to mention that the conference will start with the participation of the Toronto Mayor. Also, we will be honoured to have some Ministers as keynote speakers as well.

The conference is jointly organized by The [Urban Economy Forum \(UEF\)](#) and the [International Society of City and Regional Planners \(ISOCARP\)](#). The upcoming UEF5+WPC59 Congress will take place from October 10 to 13, in Toronto, Canada. For more information on the conference, please visit [\[HERE\]](#).

The UEF5+WPC59 was successfully launched on March 30 in the Parliament of Canada, hosted by MP Matthew Green. The launch event was held with the participation of Minister Ahmed Hussen, and Bob Rae, Canadian Ambassador to the United Nations, as well as ambassadors, officials, and leaders from different countries. For more information about the launch, please visit [\[HERE\]](#).

[The UEF5+WPC59](#) is a prestigious event in the field of urban planning and sustainable development, with the theme "**For Climate Action, Urban Finance - Climate-responsive Planning for Equitable Places and Communities.**" It aims to bring together global thought leaders, policymakers, professionals, and practitioners to discuss pressing challenges and explore innovative solutions for creating sustainable and inclusive cities.

We are organizing an international annual conference focused on sustainable development, particularly emphasizing SDG11: Sustainable Cities and Communities. Your participation as a Keynote Speaker during the opening sessions on day one, October 10th, would be of immense value. We believe your valuable insights will inspire and engage the audience, showcasing Toronto as a frontrunner city in realizing the SDGs.

The conference features a series of diplomatic sessions, including:

1. Mayoral Roundtable - Theme: Mayor's Initiatives on Climate Action and Urban Financing
2. Diplomatic Roundtable - Theme: Enhancing Country-to-Country and City-to-City Relations
3. Global Parliamentarian Roundtable - Theme: Empowering Climate Action for Sustainable Development
4. America Parliamentarian Roundtable (North & South) - Theme: Advancing Climate Solutions in the Americas - A Collaborative Effort of North and South American Parliamentarians

As it has been mentioned, as part of the conference, we are thrilled to announce the organization of an international Mayoral Roundtable, which will also take place on October 10<sup>th</sup>, at 5pm in Toronto. The theme of this year's Mayoral Roundtable is "**Mayor's Initiatives on Climate Action and Urban Financing.**" This platform will facilitate meaningful dialogue among mayors and other key stakeholders, providing invaluable networking opportunities. For more information about Mayoral Roundtable, please visit the [Mayoral Roundtable concept note](#).

Should you have any questions or require further assistance, please do not hesitate to reach out to me by email or call, **001 647 871 8748**.

Once again, we sincerely appreciate your support, and we would be honored to have you at this important international event. We look forward to hearing from you at your earliest convenience. Your timely response will greatly assist us in organizing your participation.

Best Regards,

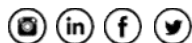
URBAN  
ECONOMY  
FORUM

*Fazileh Dadvar-Khani*  
*PhD.*

Director of Annual Forums, at UEF  
Head of Capacity Building and Networking at  
World Urban Pavilion  
Professor of Regional Planning

Email: [fazileh.dadvar@ueforum.org](mailto:fazileh.dadvar@ueforum.org)

Telephone: +1 6478718748  
660 Dundas Street East  
Toronto, ON, CA, M5A 2C1  
[www.ueforum.org](http://www.ueforum.org)



*Toward a Sustainable Urban Economy*

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## Joseph Rotenberg

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**From:** Info Ucluelet  
**Sent:** August 24, 2023 8:50 AM  
**To:** Joseph Rotenberg  
**Cc:** Duane Lawrence  
**Subject:** FW: Open-Net Pen Transition Plan Engagement Session- Sept 7, 2023  
**Attachments:** Open-Net Pen Transition Phase 3 Discussion Guide[9].pdf

FYI



**Kathryn Wallace**  
**Administrative Clerk**

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

---

**From:** AVICC Info <info@avicc.ca>  
**Sent:** Wednesday, August 23, 2023 3:32 PM  
**To:** AVICC Info <info@avicc.ca>  
**Cc:** DFO.PACAquacultureEngagement-EngagementdelaquaculturePAC.MPO@dfo-mpo.gc.ca  
**Subject:** Open-Net Pen Transition Plan Engagement Session- Sept 7, 2023

[External]

*Please forward to elected officials, the CAO and Corporate Officer:*

Below is information from Fisheries and Oceans Canada (DFO) regarding opportunities to participate in Phase 3 of the Open-Net Pen Salmon Aquaculture Transition Plan engagement process.

The [What we heard report- Phases 1 and 2](#) can be accessed on the DFO website.

.....

Thank you for your continued interest in Fisheries and Oceans Canada's engagement process on the development of an Open-Net Pen Transition Plan for salmon aquaculture in British Columbia. This message is to invite you to a Phase 3 engagement session. The meeting will take place **virtually on September 7th from 1:00pm to 2:30pm**. The meeting will focus on the attached discussion guide.

**If you would like to attend the meeting please e-mail the following address with your name and who you will be representing:**

[DFO.PACAquacultureEngagement-EngagementdelaquaculturePAC.MPO@dfo-mpo.gc.ca](mailto:DFO.PACAquacultureEngagement-EngagementdelaquaculturePAC.MPO@dfo-mpo.gc.ca).

Thank you and we look forward to meeting with you.

Aquaculture Engagement Team

**From:** "PAC Aquaculture Engagement / Engagement de laquaculture PAC (DFO/MPO)"  
<[DFO.PACAquacultureEngagement-EngagementdeaquaculturePAC.MPO@dfo-mpo.gc.ca](mailto:DFO.PACAquacultureEngagement-EngagementdeaquaculturePAC.MPO@dfo-mpo.gc.ca)>

**Date:** Monday, August 14, 2023 at 2:27 PM

**Subject:** Reminder: Phase 3 – Feedback deadline on the Development of an Open-Net Pen Transition Plan

**Reminder: Phase 3 – Feedback deadline on the Development of an Open-Net Pen Transition Plan**

Thank you for your continued interest in Fisheries and Oceans Canada's engagement process on the development of an Open-Net Pen Transition Plan for salmon aquaculture in British Columbia. This message is a reminder that there is still time to participate in Phase 3 of the Open-Net Pen Salmon Aquaculture Transition Plan engagement process. Meeting times are available from now until the end of September 2023. Written submissions can also be shared via email until **Friday, September 15, 2023**.

Please contact us at [DFO.PACAquacultureEngagement-EngagementdeaquaculturePAC.MPO@dfo-mpo.gc.ca](mailto:DFO.PACAquacultureEngagement-EngagementdeaquaculturePAC.MPO@dfo-mpo.gc.ca) if you would like to set up a meeting to discuss the What We Heard report in more detail, if you would like to provide written feedback, or if you would like more information on upcoming meeting dates with specific communities of interest. We have attached a high-level discussion guide for reference. We encourage partners and stakeholders to contact us as soon as possible to set up meetings.

Thank you to those participants who have already met with us and have provided written submissions. We look forward to working with you on the future of salmon aquaculture in British Columbia.



## Open-net Pen Transition Plan – Phase 3 Consultation July 2023

The purpose of this document is to provide partners and interested stakeholders with information on the next phase of the open-net pen transition consultation. Phase 3 will run to the end of September 2023. Phase 4 will follow and will involve further targeted engagement.

In 2019 and 2021, the Minister of Fisheries, Oceans and the Canadian Coast Guard was mandated to work with the Province of British Columbia (B.C.) and Indigenous communities on a responsible plan to transition from open net-pen salmon farming in coastal B.C. waters by 2025.

In June 2022, the Department released a [Discussion Framework](#) to guide engagement on the development of an Open-Net Pen Transition Plan. The Discussion Framework proposed four main objectives for the Transition Plan: transition from open-net pen aquaculture; trust and transparency; reconciliation and Indigenous partnerships, and growth in B.C. sustainable aquaculture innovation.

During the engagement process, partners and stakeholders shared a variety of views about these objectives. These views are summarized in the [What We Heard Report](#) for phases 1 and 2 of the engagement process. In Phase 3, all participants have the opportunity to reflect on the full scope of what was heard and provide their own perspectives on the points raised.

Participants supported the development of a responsible plan to transition from open-net pen salmon farming in coastal B.C. but with significant variation on what a responsible plan would look like. There was a significant range of perspectives in the objective focused on the transition from open-net pen salmon aquaculture. Input on the rest of the objectives, while less varied, was always based on participant's perspectives on how they viewed the fundamentals of transition. Some participants advocated for the immediate removal of marine salmon aquaculture, while some supported a performance and outcomes-based transition focused on the goal of minimizing or eliminating interactions between wild and cultured fish. Some expressed preference for a rapid transition focused on specific technologies, while other input targeted results.

It is important to better understand the specifics of options that have been put forward by participants in the consultations, as well as the impacts of those options and how they might be mitigated.

The following questions are intended to probe on these issues.

1) Through consultations, some participants recommended an approach to remove open net pens in the near term (e.g. by 2025):

- How would you see that being implemented?
- What specific factors would need to be considered to advance such an option?
- Over what time horizon would you see such an option implemented — i.e. completed by what date? Are there phases or milestones that should be included?
- What would be the potential impacts of a requirement in to remove open net pens in the near terms, for communities, for businesses, for wild salmon, etc?
- For First Nation communities, what are your community's perspectives on this option? How should the Government continue to pursue reconciliation with your community and your broader socioeconomic, financial, cultural and other needs and interests?

- What kinds of alternative economic activities and business development could support employment in communities affected by such an option? What kind of economic transition measures and specific supports could be used to mitigate impacts of this option?

2) Other participants in consultations recommended that a transition focus an approach that mandates more stringent performance outcomes to progressively minimize or eliminate interactions with wild salmon over time.

- How would such an approach be implemented?
- What specific factors need to be considered to advance such an option?
- Over what time horizon would you expect interactions between fish farms and wild salmon to be eliminated? Are there phases or milestones that should be included?
- What would be the potential impacts of such an option, for communities, for businesses, for wild Pacific salmon, etc.?
- For First Nation communities, what are your community's perspectives on this option? How should the Government continue to pursue reconciliation with your community and your broader socioeconomic, financial, cultural and other needs and interests?
- What kinds of alternative economic activities and business development could support employment in communities affected by such an option? What kind of specific economic measures and supports could be used to mitigate impacts of this option?

3) Are there hybrid options that combine elements of the two different approaches outlined in questions 1) and 2)?

- How would such an approach be implemented?
- What specific factors need to be considered to advance such an option?
- Over what time horizon would you see such an option implemented? Are there phases or milestones that should be included?
- What would be the potential impacts of such an option, for communities, for businesses, for wild Pacific salmon, etc.?
- For First Nation communities, what are your community's perspectives on this kind of option? How should the Government continue to pursue reconciliation with your community and your broader socioeconomic, financial, cultural and other needs and interests?
- What kinds of alternative economic activities and business development could support employment in communities affected by such an option? What kind of specific economic measures and supports could be used to mitigate impacts of this option?

4) What is the role of other jurisdictions in facilitating a transition away from open net pens (e.g. municipal, regional, Provincial)?

**Joseph Rotenberg**

---

**From:** Info Ucluelet  
**Sent:** August 24, 2023 8:24 AM  
**To:** Management Group  
**Subject:** FW: INVITATION: Statistics Canada – A Data Story in Vancouver / INVITATION : Statistique Canada – Des données, une histoire à Vancouver

FYI



**Kathryn Wallace**  
**Administrative Clerk**

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

---

**From:** Western Region-Engagement / Région de l'Ouest-Engagement (STATCAN) <statcan.west-engagement-ouest-engagement.statcan@statcan.gc.ca>  
**Sent:** Wednesday, August 23, 2023 3:09 PM  
**To:** Western Region-Engagement / Région de l'Ouest-Engagement (STATCAN) <statcan.west-engagement-ouest-engagement.statcan@statcan.gc.ca>  
**Subject:** INVITATION: Statistics Canada – A Data Story in Vancouver / INVITATION : Statistique Canada – Des données, une histoire à Vancouver

[External]



Statistics  
 Canada

Statistique  
 Canada

*(Le français suit l'anglais.)*

**A Data Story**

A discussion with Statistics Canada

**When:**

Wednesday, September 20, 2023

*The uncomfortable but necessary conversation on racism: 9:30 AM – 11:30 AM (PT)*

*A roof for all: factors shaping the housing challenge for today and tomorrow: 1:00 PM – 3:00 PM (PT)*

**Where:** Pan Pacific Hotel

999 Canada Pl #300

Vancouver, BC

**Cost:** Free

**To register:** [Vancouver – A Data Story Events \(statcan.gc.ca\)](https://www150.statcan.gc.ca/a-data-story-events)

Join the Chief Statistician of Canada, Anil Arora, for a day of in-person, data-driven discussions.

The first presentation, *The uncomfortable but necessary conversation on racism*, will take place from 9:30 AM – 11:30 AM. Timely, quality, data is a powerful tool that can be used to shine a light on the inequalities that racialized and Indigenous populations face. It provides thought leaders and decision makers with the crucial information they need to make meaningful change. How is data being used to identify and address inequalities in our communities?

The second presentation, *A roof for all: factors shaping the housing challenge for today and tomorrow*, will take place from 1:00 PM – 3:00 PM. Housing is much more than a roof over one's head. It's a source of individual security, dignity, and identity; a key factor in economic prosperity, health, and community well-being. Immigration has played a significant role in Canada's population growth and composition, and with a challenging housing market, we need timely and reliable data to help guide the conversation on access and affordability.

An expert panel discussion and question period will follow immediately after the presentations.

While we encourage you to join us for both events to provide your input on these very important topics, please note there is an option to register for one or the other.

We sincerely hope you will join us in what will undoubtedly be a thought-provoking and fruitful discussions.

Best regards,

Western Region-Engagement  
Statistics Canada

[statcan.west-engagement-ouest-engagement.statcan@statcan.gc.ca](mailto:statcan.west-engagement-ouest-engagement.statcan@statcan.gc.ca)



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Download the app: [StatsCAN](#)



Statistique  
Canada

Statistics  
Canada



**Des données, une histoire**

Une discussion avec Statistique Canada

**Date :** Le mercredi 20 septembre 2023

*Conversation difficile mais nécessaire sur le racisme* : 9 h 30 à 11 h 30 (heure normale du Pacifique)

*Un toit pour tous : facteurs influençant les défis liés au logement d'aujourd'hui et de demain* : 13 h à 15 h (heure normale du Pacifique)

**Lieu :** Hôtel Pan Pacific  
Vancouver, C.-B.  
999 Canada Pl #300

**Coût :** Gratuit

**Pour s'inscrire :** [Vancouver – Événements Des données, une histoire \(statcan.gc.ca\)](https://www.statcan.gc.ca/evénements-des-données-une-histoire)

Joignez-vous au statisticien en chef du Canada, Anil Arora, pour une journée de discussions en personne, axées sur les données.

La première présentation, *Conversation difficile mais nécessaire sur le racisme*, aura lieu de 9 h 30 à 11 h 30. Des données actuelles et de qualité représentent un outil efficace pouvant servir à mettre en lumière les inégalités auxquelles sont confrontées les populations racisées et les populations autochtones. Ces données fournissent aux leaders d'opinion et aux décideurs les renseignements essentiels dont ils ont besoin pour apporter de réels changements. Comment les données sont-elles utilisées pour déceler les inégalités dans nos communautés et y remédier?

La deuxième présentation, *Un toit pour tous : facteurs influençant les défis liés au logement d'aujourd'hui et de demain*, aura lieu de 13 h à 15 h. Un logement est bien plus qu'un toit sur nos têtes : il suscite un sentiment de sécurité, de dignité et d'identité et représente un facteur clé de la prospérité économique, de la santé et du bien-être des communautés. L'immigration a joué un rôle important quant à la croissance démographique et à la composition du Canada, et dans le contexte des conditions difficiles du marché du logement, nous avons besoin de données actuelles et fiables pour orienter les discussions sur l'accès au logement et son abordabilité.

Une discussion entre experts et une période de questions suivront les deux présentations.

Nous vous encourageons à participer aux deux événements pour apporter votre contribution sur ces sujets très importants, mais vous avez la possibilité de vous inscrire à l'un ou à l'autre.

Nous espérons sincèrement que vous vous joindrez à nous pour ce qui sera sans doute une discussion stimulante et fructueuse.

Sincères salutations,

Région de l'Ouest-Engagement

Statistique Canada

[statcan.west-engagement-ouest-engagement.statcan@statcan.gc.ca](mailto:statcan.west-engagement-ouest-engagement.statcan@statcan.gc.ca)



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Téléchargez l'application : [StatsCAN](#)





## ALBERNI-CLAYOQUOT REGIONAL DISTRICT

August 24, 2023

District of Ucluelet  
200 Main Street  
Ucluelet, BC V0R 3A0

By email: [jrotenberg@ucluelet.ca](mailto:jrotenberg@ucluelet.ca)

Dear Mayor McEwen and Council,

The ACRD would like to invite the District of Ucluelet to collaborate on a regional study on food security, Indigenous food systems, agricultural resilience and emergency management, if funding is secured through the upcoming Food Security Emergency Management and Preparedness Fund. We are extending a similar invitation to local First Nations, other ACRD member municipalities and industry groups such as the Alberni Valley Food Security Society.

The project proposed by the ACRD will involve communication with all interested parties regarding their gaps in food security and emergency management for both short-term emergency events and long-term capacity building. Agricultural capacity, training, supply chains, and aquaculture are some of the other topics that will be explored through this study. The province has indicated that gaps identified through this study will have future opportunities to apply for support through Stream Two of the fund to address those shortfalls.

Administered through the Ministry of Agriculture and Food, the Food Security Emergency Management and Preparedness Fund is set to be launched Fall 2023. If your municipality is considering their own application for this fund, the ACRD would be happy to offer a letter of support. A short overview of the fund is attached to this letter, and more information will be posted on the Investment Agriculture Foundation website ([iafbc.ca](http://iafbc.ca)) when it is launched.

Climate change continues to trigger events such as drought, wildfire, and floods. These extreme conditions threaten supply chains and agriculture, making food security top of mind for many communities. Our goal is to conduct a regional study that contributes to both the security and sustainability of our local food system in the event of an emergency or disaster.

Sincerely,

*Amy Needham*

Amy Needham  
ACRD Sustainability Planner



Ministry of  
Agriculture  
and Food

# Food Security Emergency Planning and Preparedness Fund

Graham Knox, Director, Emergency Management Branch



# Program Overview

**Funding Amount:** Up to \$20M; spend down, no annual allocation.

**Program Description:**

The program will allow agricultural producers, industry associations, First Nations, and local authorities to **develop emergency plans and preparedness strategies** with a unique focus on food security and agricultural resiliency, and to invest in training and proactive procurement of equipment or infrastructure in anticipation of emergency events.

**Program Goal:**

BC's food supply is secure and there is a reduced impact to the agriculture sector from climate-related and other emergencies.

**Program Objective(s):**

- For preparedness-related projects that tangibly improve collaboration between local government and First Nation emergency response programs and producers for high-risk hazards as defined by Emergency Management Protocols.
- The overall sectoral, economic, and geographic comprehensiveness of how funding is distributed, while recognizing that regions with high concentrations of producers and sectors with a larger number of producers/

# Program Streams / Eligibility

## **Planning Stream:**

Eligible Entities: BC Local Governments; First Nations; Agriculture and Agri-food Industry Associations, Seafood Associations

- Emergency Plan (Stand Alone or Component of Broader Plan)
- Development and Training of Staff / Volunteers / Contractors
- Training Programs related to agriculture emergency response
- Development of tools, policies, protocols, procedures for response to or management of agriculture emergency incidents
- Identification of equipment needed to be responsive to incidents

## **Preparedness, Infrastructure and Equipment Stream:**

Eligible Entities: BC-based Industry Associations, Primary Processors, Ancillary service providers that have a direct role in supporting agricultural emergency preparedness and response

- Procurement and installation of Equipment or Infrastructure
- Upgrade existing equipment or infrastructure
- Short-term operational costs associated with equipment or infrastructure (such as: training or insurance)

# Governance & Funding Levels

**Program Structure:** Priority-ranked, using set application intake windows.

**Funding Areas:** Province of BC, all agriculture and agri-food sectors

**Governance Model:** Investment Agriculture Foundation of BC (IAF) decision based on ranked priorities provided by Ministry of Agriculture and Food (AF) prior to program launch. IAF may seek technical review or expertise if required.

## **Project Funding Limits:**

*Planning Stream* - Minimum: \$50,000, Maximum: \$150,000

- Cost-shared Ratio: 100%

*Preparedness, Infrastructure & Equipment Stream* - Minimum: \$100,000 to Maximum: \$2

- Cost-shared Ratio: 75%

# Next Steps...

**Program Opening:** August 2023

## **Program Information:**

- IAF planning a launch webinar prior to the opening date to provide info and answer questions
- IAF fund specific website will be posted with program info, dates, application information



Example of program website

# Cross-Government Collaboration on Food Security

## 1. Cross-government Food Security Steering Committee

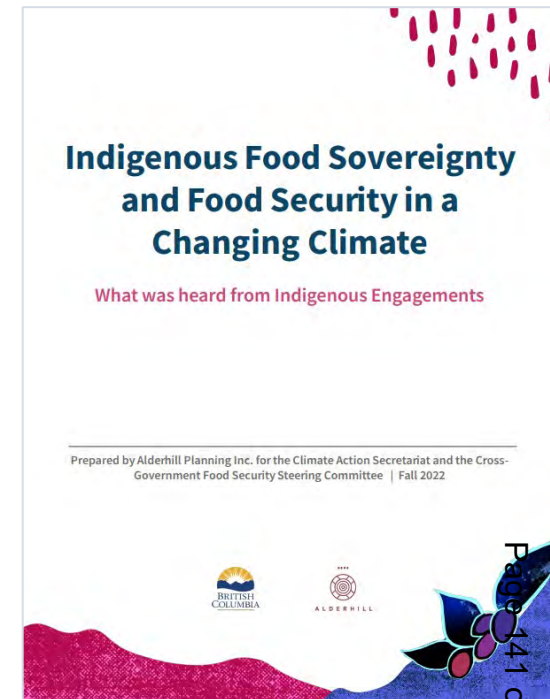
- Co-chaired by SDPR, HLTH and AF with representation from across Ministries
- Leading the development of a Provincial food security framework that will outline an integrated provincial approach to address food security across the province, in partnership with other organizations and sectors.
- Indigenous food security and food sovereignty are key focus areas
- Alderhill Planning led Indigenous engagement stream supported through the Climate Preparedness and Adaptation Strategy

## 2. Develop an emergency preparedness strategy for food security

- Shared mandate with Emergency Management and Climate Readiness

## 3. Clean BC and BC's Climate Preparedness and Adaptation Strategy implementation in the food and agriculture sector

- Participation in CPAS Implementation Committee



[Link to Report](#)

# Ministry Contacts

## Dylan Sherlock

[Dylan.Sherlock@gov.bc.ca](mailto:Dylan.Sherlock@gov.bc.ca)

### Director, **Strategic Climate Initiatives**

- Lead on Food Security Emergency Planning and Preparedness Fund and Emergency Preparedness for Food Security Strategy

## Graham Knox

[Graham.Knox@gov.bc.ca](mailto:Graham.Knox@gov.bc.ca)

### Director, **Emergency Management**

- Supports provincial and community responses to emergencies impacting agriculture.
- Lead on emergency management of animal diseases, plant diseases and pest infestations impacting agriculture.

## Joseph Rotenberg

---

**From:** Info Ucluelet  
**Sent:** August 23, 2023 8:25 AM  
**To:** Joseph Rotenberg  
**Cc:** Duane Lawrence  
**Subject:** FW: Request for Proclamation from the District of Ucluelet  
**Attachments:** 2024 Proclamation Draft.docx

FYI



**Kathryn Wallace**  
**Administrative Clerk**

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

---

**From:** Sonia Ali <sonia@bcepilepsy.com>  
**Sent:** Monday, August 21, 2023 2:09 PM  
**To:** Info Ucluelet <info@ucluelet.ca>  
**Subject:** Request for Proclamation from the District of Ucluelet

**[External]**

To Whom It May Concern,

As you may already be aware, epilepsy is one of the most common neurological conditions, however, it currently has the least recognition in society.

My name is Deirdre Syms, and I am the Executive Director of the BC Epilepsy Society, which is a provincially incorporated non-profit organization and a federally registered charitable organization. We support the over 50,000 people living with epilepsy in BC and their families, friends and loved ones and work to raise awareness of epilepsy in the communities in which we live.

We are excited to let you know that International PURPLE DAY® for Epilepsy Awareness is coming up and will be taking place on March 26th, 2024. International PURPLE DAY® for Epilepsy Awareness is a time when people in countries around the world take part in events and activities to raise much-needed awareness of epilepsy.

We would like to request a Proclamation from the Mayor and Council designating March 26th, 2024, as International PURPLE DAY® for Epilepsy Awareness in the District of Ucluelet. Included with this email correspondence is a document outlining our draft Proclamation.

Through your participation in International PURPLE DAY® for Epilepsy Awareness on March 26th, 2024, you will not only be able to show people living with epilepsy that they are not alone but will also get people talking about epilepsy in an effort to raise awareness of epilepsy in the community.

We look forward to working with you on International PURPLE DAY® for Epilepsy Awareness on March 26th, 2024, and in the future. Please feel free to contact me via email at [deirdre@bcepilepsy.com](mailto:deirdre@bcepilepsy.com) or via telephone at 1-788-533-0790 should you have any questions or require any additional information.

Sincerely,  
Deirdre Syms  
Executive Director  
BC Epilepsy Society

--

Kind regards,  
Sonia Ali  
Provincial Manager of Programs and Services  
BC Epilepsy Society

**Mailing Address:** PO Box 30521, Burnaby RPO Madison, BC V5C 6J5

**Phone:** 236-334-7087

**Email:** [sonia@bcepilepsy.com](mailto:sonia@bcepilepsy.com)

**Website:** [www.bcepilepsy.com](http://www.bcepilepsy.com)

**Social Media:**

**Instagram:** [BCEpilepsySociety](https://www.instagram.com/BCEpilepsySociety)

**Facebook:** [BC Epilepsy Society](https://www.facebook.com/BC-Epilepsy-Society)

**Twitter:** [BCEpilepsy](https://twitter.com/BCEpilepsy)

**The BC Epilepsy Society empowers, educates, and supports British Columbians living with epilepsy.**



2024 Proclamation Draft

“Purple Day”

WHEREAS Purple Day is celebrated on March 26 annually, during Epilepsy Awareness Month, to increase the knowledge and understanding of epilepsy in the community;

AND WHEREAS Purple Day was founded in 2008 by Cassidy Megan, a nine-year-old girl from Nova Scotia, who wanted people living with epilepsy that they were not alone;

AND WHEREAS On Purple Day, people in communities around the world are encouraged to wear purple and host events in support of epilepsy awareness;

AND WHEREAS There are over 50,000 people in British Columbia, over 380,000 people in Canada and over 65 Million people worldwide living with epilepsy;

AND WHEREAS The onset of epilepsy can occur at any stage of life and does not discriminate against age, gender, race, ethnicity, religion, socioeconomic status, geographic location, or sexual orientation;

AND WHEREAS Purple Day can improve the quality of life of people living with epilepsy, create a society that embraces the beauty of difference and help us understand how we can all come together to make the world a better place:

NOW THEREFORE I **[Insert Name and Title]** DO HEREBY PROCLAIM Tuesday March 26<sup>th</sup>, 2024 as

“PURPLE DAY”

in the **[Insert Name of Province/City/Municipality/Town/Village]**.





Liquor and Cannabis  
Regulation Branch

# ENGAGEMENT PAPER

## Temporary Relocation of a Liquor Store

### Purpose

The Liquor and Cannabis Regulation Branch, Ministry of Public Safety and Solicitor General invites Indigenous partners and interested parties to comment on the temporary relocation of a Licensee Retail Store, Wine Store and BCLIQUOR store. This consultation paper provides a brief background and questionnaire.

Responses will be accepted until **September 29, 2023**

### Contact

Monika Laube  
External Engagement and Outreach Specialist  
LCRB.Outreach@gov.bc.ca

## Introduction

The Liquor and Cannabis Regulation Branch (LCRB) has received requests to allow Licensee Retail Stores (LRS) and government-run BCLIQUOR (BCL) stores to temporarily relocate to accommodate renovation or redevelopment of their establishments.

The LCRB is collecting comments on whether retailers, including Wine Stores and government-run BCL stores, are supportive of having the ability to temporarily relocate, and if so, what limitations should be placed on temporary relocations.

### Who will the LCRB be engaging with?

Through this engagement, the LCRB wants to hear from:

- The Alliance of Beverage Licensees (ABLE)
- LRS licensees
- Wine Store licensees
- BCL Stores
- Local and Indigenous governments

## Background

A liquor licence, by law, relates exclusively to a single establishment, even when it is not operating. Therefore, a licence cannot relate to multiple establishments (i.e., one permanent and one temporary) at the same time.

Additionally, an LRS or BCL cannot relocate **permanently** within a one-kilometre (km) radius (hereafter, one-km rule) of another LRS or BCL, except in limited circumstances. For example, if the original location was damaged beyond the licensees' control, the distance between the new location and the other store is the same, or the new location is on the same parcel of land.

The one-km rule was introduced to provide market stability and to prevent further densification of retail liquor stores.

Many current LRS and BCL locations were approved before today's distance rules came into effect. While these stores are authorized to continue operating, many are in locations that could not be approved under today's rules.

If an LRS or BCL is unable to operate at their licensed location due to significant renovations or redevelopment, for example, the licensee can choose to:

- Temporarily close the location until the location can resume operation (i.e., place the licence into “dormancy”); or,
- Permanently relocate to an eligible new location.

There is currently no provision that allows a liquor retailer to **temporarily** relocate or that allows a licence to relate to more than one establishment. This means that if a retailer relocates from a currently approved location to a new location, and later wants to relocate back to the original location, they can only do so if the original location is eligible under today’s rules.

## Discussion

Permitting an LRS, Wine Store or BCL to temporarily relocate raises a number of issues for consideration.

### Eligibility

If the LCRB allowed temporary relocations eligibility criteria will be required to limit the impact to other retailers and maintain market stability.

Considerations:

- Should eligibility for a temporary relocation be limited to specific circumstances?
- If so, what circumstances should be eligible?
- What should happen to the licence if these circumstances change before it returns to the permanent location?

### Location requirements

It may not always be possible to find a temporary location that is both economically viable and that satisfies the one-km km rule.

Considerations:

- Could a proposed temporary location be located within one km of another liquor retailer’s permanent location, and if so, under what circumstances?
- Could a liquor retail store permanently relocate within one km of another retailer’s temporary store location?
- Would it be feasible to find a temporary location that satisfies the current one km criteria?

The LCRB is **not** considering requiring the consent of nearby retailers for a temporary location seeking to operate within one-km, as this approach would

require significant additional regulation and oversight. It also increases the risk of (legal) conflict between licensees.

The LCRB is **not** considering changes that would expand the circumstances when a retail store can **permanently** relocate to within one km of another permanent retail store location.

### Time limit

Given the potential impact on other liquor retailers and the broader policy implications, it is likely necessary to limit the time that a temporary location would be allowed.

Considerations:

- What the maximum time limit would be?
- Whether the time limit would apply in all circumstances, or if flexibility to extend the time limit in some circumstances should be available.
- Whether there should be a different time limit for different circumstances.
- What happens to a licence that fails or is unable to return to its permanent location within the maximum time permitted?

### Questions

Comments focused on the questions outlined below are much appreciated. Comments outside the scope of this paper are not able to be considered at this time. Your comments are confidential and will not be shared in a manner that identifies you.

1. Do you support potential changes to allow for an LRS licensee, Wine Store licensee or a BCL to temporarily relocate? Please explain your position.
2. If yes to the above, under what circumstances should a temporary relocation be permitted?
3. Should temporary locations be permitted to be within one km of another existing or proposed LRS, Wine Store or BCL? Please briefly explain.
4. Should there be a limit on how long the temporary relocation is in effect?
5. If you answered yes to question 4,
  - a. How long should the time limit be?

- b. Should it be one time limit or a different limit for different circumstances?
- c. Should there be any possibility for an extension?

## Submitting your comments

Send your comments to [LCRB.Outreach@gov.bc.ca](mailto:LCRB.Outreach@gov.bc.ca) with the subject “Temporary relocation consultation.” Email submissions are preferred.

### **Submission deadline: September 29, 2023**

When submitting your comments, please include:

- Full name of the person submitting
- Name of the business/organization and licence number, if applicable
- Municipality or regional district in which your store is located
- Phone number, including area code and reply email address

If you wish to provide comments by mail, you can send to:

PO Box 9292 Stn Prov Govt  
Victoria, BC V8W 9J8

## Collection Notice

By submitting a response to this consultation paper, I understand that my personal information is being collected pursuant to sections 26(c) and 26(e) of the *Freedom of Information and Protection of Privacy Act* for the purposes of sharing my views or the views of my organization in response to the questions outlined in the engagement paper for use in considering the issue of temporary locations. Any questions about the collection, use, disclosure and storage of my Personal Information pursuant to this engagement should be directed to the Stakeholder Engagement and Outreach Specialist, Liquor and Cannabis Regulation Branch at PO Box 9292 STN PROV GOVT, Victoria, B.C., V8W 9J8, or by phone at 236-478-0348.





## Admin Support

---

**From:** Joseph Rotenberg  
**Sent:** August 22, 2023 6:45 AM  
**To:** Admin Support  
**Subject:** Fwd: Engagement Invitation - Temporary Relocation of Liquor Stores and Proposed Liquor Amendment  
**Attachments:** 655928 - Liquor - Backgrounder - Prescribed ID.pdf; 655928 - Liquor - Engagement Paper - LRS Temp Relocation.pdf

Please file n lcrb file with link into next agenda file

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**From:** Info Ucluelet <info@ucluelet.ca>  
**Sent:** Thursday, August 17, 2023 8:47:11 AM  
**To:** Management Group <ManagementGroup@ucluelet.ca>  
**Subject:** FW: Engagement Invitation - Temporary Relocation of Liquor Stores and Proposed Liquor Amendment

FYI



**Kathryn Wallace**  
**Administrative Clerk**

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

---

**From:** LCRB Outreach LCRB:EX <LCRB.Outreach@gov.bc.ca>  
**Sent:** Wednesday, August 16, 2023 5:39 PM  
**Subject:** Engagement Invitation - Temporary Relocation of Liquor Stores and Proposed Liquor Amendment

**[External]**

Hello,

On behalf of Janet Donald, A/General Manager of the Liquor and Cannabis Regulation Branch (LCRB), I am writing to inform you of the LCRB's engagement about temporary relocations for liquor retailers in B.C., including Licensee Retail Stores, Wine Stores, and government liquor stores. In addition, there is a proposed regulatory amendment for your consideration and comment.

### Temporary Relocation

Local governments are not required to approve or consider liquor store relocations. However, if a liquor retailer applies to relocate their store, they must provide proof of zoning.

The engagement paper attached includes background information and considerations for proposed temporary liquor store relocations. If you'd like to provide comment, instructions to submit your feedback are included in the paper.

As part of the engagement process, the LCRB is sending the paper to all local and Indigenous governments, Licensee Retail Store and Wine Store licensees and organizations, including the Alliance of Beverage Licensees and the Liquor Distribution Branch.

Responses will be received until **September 29, 2023**.

Proposed Regulatory Amendment

Currently, anyone who purchases liquor or cannabis must show two pieces of identification (ID) if requested by the licensed establishment. The proposed amendment to section 158 in the Liquor Control and Licensing Regulation and section 37 of the Cannabis Licensing Regulation would only require one piece of government-issued ID for liquor or cannabis purchases. This amendment aligns with other provincial requirements, such as tobacco purchases.

Further information on the proposed amendment is in the attached backgrounder document.

Responses will be received until **September 15, 2023**.

If you have any comments or questions about the proposed amendment or implementation, please contact Monika Laube, Engagement and Outreach Specialist, Liquor and Cannabis Regulation Branch, by phone at 236-478-0348 or email at [LCRB.Outreach@gov.bc.ca](mailto:LCRB.Outreach@gov.bc.ca)

Sincerely,

Monika Laube  
A/Director Communications and External Relations  
Liquor and Cannabis Regulation Branch  
Ministry of Public Safety and Solicitor General