



REGULAR MEETING OF COUNCIL
Tuesday, January 23, 2024 @ 4:00 PM
George Fraser Room in the Ucluelet Community Centre and Electronically (Via Zoom)
500 Matterson Drive, Ucluelet

AGENDA

This meeting is a hybrid meeting conducted both in-person and electronically through Zoom.

Visit [Ucluelet.ca/CouncilMeetings](https://ucluelet.ca/CouncilMeetings)

for Zoom login details, links to the livestream on YouTube and other information about Council meetings.

Members of the public may attend the George Fraser Room in the Ucluelet Community Centre to hear, or watch and hear, this meeting including any electronic participation.

Page

1. CALL TO ORDER
 - 1.1 ACKNOWLEDGEMENT OF THE YUULU?I?ATH
Council would like to acknowledge the Yuulu?i?ath, on whose traditional territories the District of Ucluelet operates.
 - 1.2 NOTICE OF VIDEO RECORDING
Audience members and delegates are advised that this proceeding is being video recorded and broadcast on YouTube and Zoom, which may store data on foreign servers.

2. LATE ITEMS
3. APPROVAL OF THE AGENDA
4. ADOPTION OF MINUTES
 - 4.1 November 7, 2023, Regular Council Minutes 5 - 12
[2023-11-07 Regular Minutes](#)
 - 4.2 November 14, 2023 Regular Committee of the Whole Meeting Minutes 13 - 18
[2023-11-14 Committee of the Whole Minutes](#)
 - 4.3 November 14, 2023, Special Council Meeting Minutes 19 - 20
[2023-11-14 Special Minutes](#)
5. PUBLIC INPUT & DELEGATIONS
 - 5.1 Delegations
 - Lindsay Esson, Manager of Clinical Operations and Kaoru Bracewell,

Director of Clinical Operations, BC Emergency Health Services
Re: Transition to Schedule on Call Model

6. UNFINISHED BUSINESS
7. COMMITTEE OF THE WHOLE
8. REPORTS
 - 8.1 Community Emergency Preparedness Fund Grant Application 21 - 31
Rick Geddes, Fire Chief
[RTC - CEPF 2024 Application](#)
[Appendix A - Community Emergency Preparedness Fund - Emergency Operations Centre Equipment and Training Grant Application on](#)
[Appendix B - CEPF Grant Budget](#)
 - 8.2 SD 23-05 Strata Conversion of a Previously Occupied Building, 1683 Larch Road 33 - 43
Bruce Greig, Director of Community Planning
[RTC - SD23-05 - 2024Jan23](#)
[Appendix A - Applicant Correspondence Nov. 21, 2023](#)
[Appendix B - DP22-19](#)
 - 8.3 Rescheduling the February 13, 2024 Regular Council Meeting (Verbal Report)
Joseph Rotenberg, Manager of Corporate Services
 - 8.4 Introduction of District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024, and Options for Elector Approval 45 - 99
Joseph Rotenberg, Manager of Corporate Services
[RTC - Bylaw No. 1334, 2024 and Elector Approval Options](#)
[Appendix A - Bylaw No. 1334, 2024](#)
[Appendix B - Elector Response Form](#)
[Appendix C - Report No. 24-02](#)
9. BYLAWS
 - 9.1 Zoning Amendment for a Forbes Road Food Bank 101 - 107
John Towgood, Municipal Planner
[RTC - RZ24-01 - Food Bank](#)
[Appendix A - District of Ucluelet Zoning Amendment Bylaw No. 1336, 2024](#)
10. NOTICE OF MOTION
11. CORRESPONDENCE
 - 11.1 Input on the Development on Hyphocus Island Introduced by Ekistics 109 - 111
Don Morrison and Ayla Klein Stimpson
[2024-01-07 Hyphocus development response](#)
 - 11.2 Guiding Lights Across BC 113 - 114
Shalan Kelly, BC Public Relations and Communications Advisor, BC Council, Girl Guides Canada
[2024-01-13 Guiding Lights Invitation](#)
12. INFORMATION ITEMS
 - 12.1 Resolution Tracking - January 2024 115 - 127
Joseph Rotenberg, Manager of Corporate Services
[IRTC - Resolution Tracking](#)

[Appendix A - Resolution Tracker - January 2024](#)

- 12.2 Appointment of Pacific Rim School District's District of Ucluelet Representative Paula Mason, Manager of Corporate Services, School District 70 Pacific Rim
[2023-11-30 District of Ucluelet](#) 129

13. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS

- 13.1 Councillor Shawn Anderson
Deputy Mayor, April 1 - June 30
- 13.2 Councillor Jennifer Hoar
Deputy Mayor, January 1 - March 31
- 13.3 Councillor Ian Kennington
Deputy Mayor, July 1 - September 30
- 13.4 Councillor Mark Maftai
Deputy Mayor, October 1 - December 31
- 13.5 Mayor Marilyn McEwen

14. QUESTION PERIOD

15. CLOSED SESSION

- 15.1 Procedural Motion to Move In-Camera
THAT the meeting be closed to the public in order to address agenda items under Section 90(2)(b) of the Community Charter:
- *the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.*

16. ADJOURNMENT

DISTRICT OF UCLUELET
MINUTES OF THE REGULAR COUNCIL MEETING
HELD ELECTRONICALLY AND IN THE UCLUELET COMMUNITY CENTRE
500 MATTERSON DRIVE
Tuesday, November 7, 2023 at 4:00 PM

Present: **Chair:** Mayor McEwen
 Council: Councillors Anderson, Hoar, Kennington, and Maffei
 Staff: Bruce Greig, Director of Community Planning (Acting CAO)
 Abby Fortune, Director of Parks and Recreation
 Joseph Rotenberg, Manager of Corporate Services
 John Towgood, Municipal Planner
 Samantha McCullough, Manager of Communication and Human
 Resources

Regrets:

1. CALL TO ORDER

The meeting was called together 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

There were no late items.

3. APPROVAL OF THE AGENDA

as presented.

3.1 November 7, 2023, Regular Council Meeting

2023.2279.REGULAR *It was moved and seconded **THAT** the November 7, 2023, Regular Council Meeting agenda be approved as presented.*

CARRIED.

4. ADOPTION OF MINUTES

4.1 October 23, 2023, Regular Minutes

2023.2280.REGULAR *It was moved and seconded **THAT** the October 23, 2023, Regular Council*

Minutes be adopted as presented.

CARRIED.

5. PUBLIC INPUT & DELEGATIONS

5.1 Delegations

**Louis Rouleau, Randy Oliwa, Graham Aspinall and Diane Harskamp; Pacific Rim Home Development Cooperative
Re: Apartment building for employee housing on Water Tower Hill**

The Pacific Rim Home Development Cooperative (PRHDC) noted letters in support of their proposal from multiple levels of government, discussions with non-profits related to the provision of housing in Ucluelet, and presented drawings of a 40 unit apartment style development on the Water Tower site (the "lands").

The PRDHC is seeking a one year lease for the lands to facilitate their planning and funding applications. This process could lead to a request for a 99 year lease of the lands. The PRDHC is unable to move forward at this time without the one year lease commitment from the District.

Council discussed the proposed building form and noted issues with proposed building siting.

Council discussed the resolution and staff clarified that if a feasibility study was funded, it would test the highest and best use for the Water Tower site and the findings would be the foundation for a Request for Proposals for the purchase and/or development site. Staff further clarified that pricing for the site analysis could be provided for Council's consideration during the 2024 budget process.

Council discussed the value of the District conducting a site analysis to determine the highest and best use of the lands, the need to prioritize this work, and concerns with PRHDC conducting the study given their interest in the land.

2023.2281.REGULAR

*It was moved and seconded **THAT** Council consider allocating funds during the 2024 – 2028 Five Year Financial Plan budget process for a site analysis and feasibility study on the Water Tower Property.*

CARRIED.

6. UNFINISHED BUSINESS

There was no unfinished business.

7. REPORTS

7.1 Development Permit for 1020 Tyee Terrace *John Towgood, Municipal Planner*

The Director of Community Planning, Bruce Greig, presented this report.

2023.2282.REGULAR *It was moved and seconded THAT Council authorize the Director of Community Planning to execute and issue Development Permit 23-08 for the property at 1020 Tyee Terrace to allow a single unit resort condo building and associated landscaping.*

CARRIED.

7.2 Environmental and Development Permit for 348 Pass of Melfort *John Towgood, Municipal Planner*

The applicant was provided an opportunity to address Council. The applicant did not present.

Staff noted that form and character development permit areas cannot be adopted in the Official Community Plan for single-family residential construction. Council noted that the environmental report did not address degradation to the shoreline which could result from the proposed new shoreline access.

2023.2283.REGULAR *It was moved and seconded THAT Council authorize the Director of Community Planning to execute and issue Development- Permit 23-07 for the property at 348 Pass of Melfort to allow a 3 ft aluminum walkway/stairway, a 12 ft x12 ft deck/patio and limited vegetation removal to improve the view.*

CARRIED.

7.3 Harbour Walkway - Resolution of Support *Abby Fortune, Director of Parks and Recreation*

Council discussed the potential for environmental impact to the adjacent mudflats flowing from the trail encouraging pedestrian traffic on the flats. Council noted the need for educational signage intended to mitigate this impact.

2023.2284.REGULAR *It was moved and seconded THAT Council support the submission of the Harbour Walkway Management Plan and Park Project application as presented in report no. 23-147 to Front Counter BC (FCBC) to obtain Crown Land tenure within the Inner Boat Basin.*

CARRIED.

7.4 BC Housing - Community Housing Fund Grant
Bruce Greig, Director of Community Planning

Mr. Greig noted a typo in the report as the estimated value of the subject land is \$425,000.

2023.2285.REGULAR *It was moved and seconded **THAT**, as a project partner, Council endorse the application by the Westcoast Community Resources Society to the BC Housing Community Housing Fund for a 5-unit mixed market and affordable rental housing development on the municipally-owned property at 1300 Peninsula Road.*

CARRIED.

2023.2286.REGULAR *It was moved and seconded **THAT** Council receive public input at its November 21, 2023, regular meeting on the proposed lease of the property at 1300 Peninsula Road to the Westcoast Community Resources Society for a nominal fee and a term of 60 years to operate 5 units of mixed market and affordable community rental housing.*

CARRIED.

7.5 2024 Conference Attendance Schedule
Joseph Rotenberg, Manager of Corporate Services

2023.2287.REGULAR *It was moved and seconded **THAT** Mayor and Council are authorized to attend and represent the District of Ucluelet at the conferences listed in the 2024 Conference Attendance Schedule attached as Appendix A to report No. 23 – 143.*

CARRIED.

7.6 2024 Council Appointments
Joseph Rotenberg, Manager of Corporate Services

2023.2288.REGULAR *It was moved and seconded **THAT** Council appoint Mayor McEwen as the Director and Councillor Maftei as the Alternate Director on the Alberni-Clayoquot Regional District Board of Directors for the 2024 calendar year.*

CARRIED.

2023.2289.REGULAR *It was moved and seconded **THAT** Council appoint Councillor Hoar as Trustee and Councillor Anderson as Alternate Trustee on the Vancouver Island Library Board of Trustees for the 2024 calendar year.*

2023.2290.REGULAR *It was moved and seconded **THAT** the motion be amended to add the word "Regional" after the word "Island".*

CARRIED.

2023.2291.REGULAR *It was moved and seconded **THAT** Council appoint Councillor Hoar as Trustee and Councillor Anderson as Alternate Trustee on the Vancouver Island Regional Library Board of Trustees for the 2024 calendar year.*

CARRIED.

2023.2292.REGULAR *It was moved and seconded **THAT** Council appoint Councillor Kennington as*

the District of Ucluelet's Voting Delegate, Councillor Hoar as Alternate Voting Delegate Number One, and Mayor McEwen as Alternate Voting Delegate Two for the Municipal Insurance Association of British Columbia for the 2024 calendar year.

CARRIED.

2023.2293.REGULAR *It was moved and seconded **THAT** Council amend the Appendix A attached to report no. 23-142 which sets out the 2024 council appointments to include Mayor McEwen as Alternate Voting Delegate Two for the Municipal Insurance Association of British Columbia for the 2024 calendar year.*

CARRIED.

2023.2294.REGULAR *It was moved and seconded **THAT** Council further amend the Appendix A attached to report no. 23-142 which sets out the 2024 council appointments to include Mayor McEwen on the Alberni-Clayoquot Regional District Transportation Advisory Committee for the 2024 calendar year.*

CARRIED.

2023.2295.REGULAR *It was moved and seconded **THAT** Council adopt the 2024 council appointments as set out in the amended Appendix A to report no. 23-142.*

CARRIED.

2023.2296.REGULAR *It was moved and seconded **THAT** Councillors Anderson, Hoar, Kennington, and Maftai be designated to serve as Deputy Mayor in accordance with the schedule set out in Appendix B to report number 23-142.*

CARRIED.

2023.2297.REGULAR *It was moved and seconded **THAT** the meeting be recessed for five minutes.*

CARRIED.

Council recessed at 5:51 PM and resumed at 5:57 PM.

8. NOTICE OF MOTION

There were no notices of motion.

9. CORRESPONDENCE

9.1 Request for Support - NRHD Key Healthcare Priority Projects *Ian Thorpe, Chair, Nanaimo Regional Hospital District*

2023.2298.REGULAR *It was moved and seconded **THAT** Ucluelet Council provides a letter of support directed to Health Minister Dix for the Nanaimo Regional Hospital District priority capital projects including the new patient tower and cardiac catheterization lab to be located at the Nanaimo Regional General Hospital.*

CARRIED.

9.2 Letter to BC Mayor's RE Surrey Police Transition *Brenda Locke, Mayor, City of Surrey*

9.3 Ballenas Housing Society *Judy Gray*

- 9.4 Call for Immediate Action to Prevent Invasive Mussels**
Anna Warwick Sears, Ph.D. Executive Director, Okanagan Basin Water Board

10. INFORMATION ITEMS

- 10.1 Withdrawal of Ucluelet Coop's Development Permit Application**
Board of Directors, Ucluelet Consumer Co-operative Association

Council brought this letter forward for discussion and noted concerns associated with Coop's decision to withdraw their development application.

- 10.2 Inclusive Remembrance Day Ceremonies**
Ian Bushfield, Executive Director, British Columbia Humanist Association

- 10.3 Nominated an Educator Today!**
Prime Minister's Awards for Teaching Excellence

- 10.4 2024 AVICC AGM & Conventions - 1st Call for Resolutions and Convention Information**
Association of Vancouver Island and Coastal Communities

11. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS

- 11.1 Councillor Shawn Anderson**
Deputy Mayor, April 1 - June 30

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

Councillor Hoar introduced the 2023 Reverse Advent Calendar in support of the Food Bank on the Edge and encouraged residents to participate.

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

Councillor Kennington attended the Economic Summit hosted by Vancouver Island Economic Alliance annual conference on October 25th and 26th. Councillor Kennington noted a variety of business resources and potential business connections identified at this conference.

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

- 11.5 Mayor Marilyn McEwen**

Mayor McEwen noted the Clayoquot Biosphere Trust Vital Signs Report launch event on November 9th. The Mayor also noted the Remembrance Day ceremony planned for November 11th, and outlined the agenda.

The Mayor attended the Economic Summit hosted by Vancouver Island Economic Alliance annual conference on October 25th and 26th. The Mayor outlined some of the events, talks and workshops she attended.

The Mayor attended Pumpkins in the Mist at the Community Centre on October 29th. She met with other Resort Community Mayors to discuss the Resort Municipality Initiative program and a Alberni-Clayoquot Transportation Advisory Committee Meeting where alternates to highway four were discussed on October 31st. On November 3rd attended an Island Coastal Economic Trust a meeting. The Province has decided to provide \$10,000,000 in funding to all three trusts and the board has decided to fund seven projects in the region. On November 3rd the Mayor also attended a North Island College lunch.

12. QUESTION PERIOD

Matt Harbidge, 1865 Peninsula Road, asked Council what steps are being taken to encourage businesses to build affordable housing? He referenced the Coop's development application which was withdrawn and noted the need to review District's development approval processes.

13. CLOSED SESSION

13.1 Procedural Motion to Move In-Camera

2023.2299.REGULAR *It was moved and seconded **THAT** the meeting be closed to the public in order to address agenda items under Section 90(1)(a)(c) and (e) of the Community Charter:*

- *(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;*
- *(c) labour relations or other employee relations; and*
- *(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality.*

CARRIED.

The meeting was closed to the public at 6:32 PM and returned to open session at 7:37 PM.

14. ADJOURNMENT

The regular meeting was adjourned at 7:37 PM.

CERTIFIED CORRECT: Minutes of the Regular Council Meeting held on Tuesday, November 7, 2023 at 4:00 pm in the Ucluelet Community Centre 500 Matterson Road, Ucluelet, BC.

Duane Lawrence, Corporate Officer

Marilyn McEwen, Mayor

DISTRICT OF UCLUELET
MINUTES OF THE COMMITTEE OF THE WHOLE MEETING
HELD ELECTRONICALLY AND IN THE UCLUELET COMMUNITY CENTRE
500 MATTERSON DRIVE
Tuesday, November 14, 2023 at 4:00 PM

Present: **Chair:** Mayor McEwen
 Council: Councillors Anderson, Hoar, and Kennington
 Staff: Abby Fortune, Director of Parks and Recreation
 Samantha McCullough, Manager of Communications and Human
 Resources

Regrets: Councillor Maftei

1. CALL TO ORDER

The November 14, 2023 Committee of the Whole Meeting was called to order at 4:03 PM.

1.1 ACKNOWLEDGEMENT OF THE YUULU?IL?ATH

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

1.2 NOTICE OF VIDEO RECORDING

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

2. LATE ITEMS

There were no late items.

3. APPROVAL OF THE AGENDA

3.1 November 14, 2023 Committee of the Whole Agenda

2023.2025.COW *It was moved and seconded **THAT** the November 14, 2023 Committee of the Whole Meeting Agenda be approved as presented.*

CARRIED.

4. PUBLIC INPUT AND DELEGATIONS

(a) Delegations

Tourism Ucluelet
Denise Stys-Norman, Executive Director

Ms. Stys-Norman provided an update on Tourism Ucluelet (TU)

activities and advised that she will be leaving the organization. TU will present its Strategic Plan at the December 7th Council meeting.

Redd Fish Restoration Society

Mara McLaughlin

Ms. McLaughlin provided an update on Redd Fish activities and noted working with other organizations to facilitate education projects, ongoing grant applications and report writing, and a recent workshop on trauma informed practices.

Ucluelet and Area Child Care Society

Mary Ruff / Jade Olsen

This Society has all new board members, the daycare has a 42 child waitlist, and is close to opening their new facility known as Little Beans.

The Society is seeking to hire a Daycare Manager and Early Childcare Educators. It is also seeking donations of gravel, sod, a storage shed, and parking-lot signage.

Alberni Clayoquot Health Network

Marcie DeWitt, Coordinator for ACHN

Alberni Clayoquot Health Networks (ACHN) mandate includes addressing issues related to childcare, poverty reduction, housing, and transportation. ACHN received grant funding from the Union of British Columbia Municipalities to address equity issues in the region.

ACHN programming includes the Decolonize First: Nu-chah-nulth Learning Circle, 2024 Communities Building Youth First, the Ukee Youth Room and developing safe spaces for youth. ACHN is also working with the Alberni-Clayoquot Regional District to institute public transit services on the west coast in 2024 and Island Health to implement a program inspired by Wheels for Wellness.

West Coast Inland Search and Rescue

Marcie Dewitt, President/ Search Manager

West Coast Inland Search and Rescue is currently conducting intake for twelve new members and provided leadership training to current members. The organization saw increased call volumes in 2023.

Food Bank on the Edge***Cris Martin, Food Bank Representative***

The Food Bank on the Edge saw a 30% increase in demand for services in August, September, and October. They noted their holiday programs including holiday hampers, reverse advent calendar and Stuff the Cruiser. The delegate noted that their new facility project is progressing.

Council discussed the reverse advent calendar and how the community can participate.

Ucluelet Aquarium Society***Laura Griffith-Cochrane***

The Ucluelet Aquarium had 39,153 visitors to date this year and employs nine fulltime year round employees. The delegate outlined current and passed programs such as the Salmon Trail presented with the Redd Fish Restoration Society and the Harbour Health Project. The delegate noted upcoming events which include their annual fundraiser on November 18th, Midnight Madness activities, and an annual animal release day on December 2nd. The delegate also noted challenges related to storage and staff housing and discussed their local Eel Grass study.

Westcoast Community Resources Society***Laurie Hannah***

The delegate noted recent programming including their sexual assault response training and the provision of over 400 stays at the transition house this year. The delegate noted future programming including the Community Christmas Lunch on December 13 and their Walk to End Violence Against Women on November 27th as well as funding received to provide stress management/escalation training.

Clayoquot Biosphere Trust***Janessa Dornstauder***

The delegate noted Clayoquot Biosphere Trust's (CBT) regional forum which was attended by over 65 participants. They also noted the recent release of their Vital Signs report which reports that the current living wage in the region is \$26.52/hour. CBT is facilitating a giving catalogue which is an avenue for supporting local non-profit organizations.

Pacific Rim Arts Society

Kelly Deakin

The delegate outlined the Society's programming and noted their November 19th Annual General Meeting. The Society is seeking new board members and Art Splash is planned for March 15th to the 24th.

Pacific Rim Rotary Club***Kelly Deakin***

The delegate noted Rotary Club activities such as their pancake breakfast at Ukee Days, the Dustin Ryley Annual Soap Box Derby, Pumpkins in the Mist, and the Chowder Chow Down. The Rotary Club is now selling tide pool puzzles.

The delegate noted Rotary Club future events like beach clean ups held in partnership with Surfrider and Hello Nature, and the opening of the the disc golf course in the spring of 2024.

Ucluelet Chamber of Commerce***Josh Jenkins***

The delegate noted upcoming events such as Midnight Madness and the business decorating contest as well as past events like the Edge to Edge Marathon.

The Chamber is partnering with local non-profits to develop a robust report on the economic impact of the Highway 4 closures. The Chamber has also applied for grant funding to launch the Ucluelet Economic Readiness Project and is assembling a working group to guide the project.

West Coast Multiplex Society***Carrie Ho & Shawn Mills***

The delegate noted their new logo designed by Nuuchahnulth artist Hjalmer Wenstob. The delegate explained that local families travel to play sports, which precludes some community members from participating.

The delegate further noted fundraising activities including their annual golf tournament in September which raised \$45,000 as well as ongoing lobbying for funding for the construction of a pool and ice rink which they hope to be complete in 2025.

Ucluelet and Area Historical Society***Barb Gudbranson***

The delegate outlined their application to the Japanese Canadian Legacies Fund to construct an interpretive pavilion in Ucluelet and noted their upcoming Mothers Day plant sale. The Society also noted issues with limited storage capacity.

Sea View Seniors Housing Society - Forest Glenn

Barb Gudbranson

The delegate noted ongoing building upgrades, policy changes and their November 26th Annual General Meeting. This Society is seeking new board members.

Pacific Rim Whale Festival

Sarah Watt

The Society's Annual General Meeting is on November 22, 2023 and the annual festival is scheduled for March 16 - 24, 2024. This Society is recruiting new board members.

The Whale Festival's poster art competition closes on November 15, 2023. The Society plans to focus on developing movies and educational talks this year and is offering a youth grant.

5. REPORTS

5.1 Grant In Aid and In-Kind Contributions (Verbal Report)

Abby Fortune, Director of Parks and Recreation

Ms. Fortune discussed the District of Ucluelet's Grant in Aid and In- Kind Contribution program and outlined application and reporting deadlines.

6. NOTICE OF MOTION

There were notices of motion.

7. QUESTION PERIOD

There were no questions.

8. ADJOURNMENT

The November 14, 2023 Committee of the Whole meeting was adjourned at 5:50 PM.

CERTIFIED CORRECT: Minutes of the Committee of the Whole Meeting held on Tuesday, November 14, 2023 at 4:00 pm in the Ucluelet Community Centre, 500 Matterson Road, Ucluelet, BC.

Duane Lawrence, Corporate Officer

Marilyn McEwen, Mayor

DISTRICT OF UCLUELET
MINUTES OF THE SPECIAL COUNCIL MEETING
HELD IN THE UCLUELET COMMUNITY CENTRE, 500 MATTERSON DRIVE
Tuesday, November 14, 2023 at 3:30 PM

Present: **Chair:** Mayor McEwen
 Council: Councillors Anderson, Hoar, and Kennington
 Staff: Bruce Greig, Director of Community Planning (Acting CAO)
 Samantha McCullough, Manager of Human Resources and
 Communications

Regrets: Councillor Maftei

1. CALL TO ORDER

The November 14, 2023 Special Council Meeting was called to order at 3:31 PM.

1.1 ACKNOWLEDGEMENT OF THE YUULU?IL?ATH

Council acknowledged the Yuulu?il?ath First Nation, 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 broadcasted on YouTube and Zoom, which may store data on foreign servers.

2. LATE ITEMS

There were no late items.

3. APPROVAL OF AGENDA

3.1 November 14, 2023 Special Meeting Agenda

2023.2045.SPECIAL *It was moved and seconded **THAT** the November 14, 2023 Special Meeting Agenda be approved as presented.*

CARRIED.

4. REPORTS

4.1 Finance Officer Appointment

Bruce Greig, Director of Community Planning & Acting CAO

Mr. Greig provided an overview of his report.

2023.2046.SPECIAL *It was moved and seconded **THAT** Council rescind the appointment of Bophinder Gill as the District of Ucluelet Finance Officer effective November 14, 2023.*

CARRIED.

2023.2047.SPECIAL *It was moved and seconded **THAT** Council appoint Duane Lawrence as the District of Ucluelet Finance Officer effective November 14, 2023.*

CARRIED.

2023.2048.SPECIAL *It was moved and seconded **THAT** Council appoint the Chief Administrative Officer as the authorized Collector.*

CARRIED.

5. CLOSED SESSION

5.1 Procedural Motion to Move In-Camera

2023.2049.SPECIAL *It was moved and seconded **THAT** the meeting be closed to the public in order to address agenda items under Section 90(1)(c) of the Community Charter:*

- *(c) labour relations or other employee relations.*

CARRIED.

The meeting was closed to the public at 3:35 PM and reopened to the public at 3:58 PM.

6. ADJOURNMENT

The November 14, 2023 Special Council meeting was adjourned at 3:58 PM.

CERTIFIED CORRECT: Minutes of the Special Council Meeting held on Tuesday, November 14, 2023 at 3:30 pm in the Ucluelet Community Centre, 500 Matterson Road, Ucluelet, BC.

Duane Lawrence, Corporate Officer

Marilyn McEwen, Mayor



REPORT TO COUNCIL

Council Meeting: January 23, 2024

500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: RICK GEDDES, FIRE CHIEF

FILE NO: 1855-03

SUBJECT: COMMUNITY EMERGENCY PREPAREDNESS FUND GRANT APPLICATION

REPORT NO: 24- 05

ATTACHMENT(S): APPENDIX A - COMMUNITY EMERGENCY PREPAREDNESS FUND - EMERGENCY OPERATIONS CENTRES EQUIPMENT AND TRAINING GRANT APPLICATION
APPENDIX B – CEPF GRANT BUDGET

RECOMMENDATION(S):

THAT Council approves the District of Ucluelet’s Community Emergency Preparedness Fund grant application for the replacement of a tsunami warning system in an amount of \$29,943; and

THAT Council provides overall grant management.

BACKGROUND:

The Community Emergency Preparedness Fund (CEPF) is a suite of funding streams intended to support First Nations and local governments to better prepare for disasters and reduce risks from natural hazards in a changing climate. Funding is provided by the Province of BC and is administered by the Union of BC Municipalities (UBCM). The Emergency Operations Centre Equipment and Training Grant funding stream can contribute a maximum of 100% of the cost of eligible activities to a maximum of \$30,000.00.

Around 2018, the City of Port Alberni donated surplus tsunami warning system equipment to the District of Ucluelet as Port Alberni upgraded their system.

Of the donated components, enough parts were in place to manufacture two complete tsunami warning system speaker units. In 2020, one was installed at Amphitrite Point Parking Lot and the other at the Cedar Road Parking Lot. Alberni Communications was responsible for installation and initial setup of the system. This company has since ceased operations.

Both units functioned well initially. In 2021, the Amphitrite Point unit ceased functioning. In 2022, the Cedar Road unit followed suit. It was then that it was learned that there are not many companies who are capable of diagnosing and repairing antiquated systems such as ours.

With Alberni Communications no longer in business, a search ensued for a company capable of diagnosing and repairing the system. After an exhaustive search, in 2022 North Island Communications from Campbell River confirmed that they could work with the manufacturer to

diagnose the system and recommend a path forward. North Island Communications also provided assurance that all efforts would be made to minimize the cost to the District to diagnose, and hopefully repair or replace the system. They have held true to their word.

After initial assessment of both units, it was recommended that parts from the Amphitrite Point unit should be removed and installed in the Cedar Road unit, to get it functioning once again. This work was completed in the fall of 2023. This work would also come with no guarantee, due to the age of the parts used. This would render the Amphitrite Point unit out of service until a repair / replacement plan for that unit can be executed.

As a coastal community at high risk of tsunami, it is important to note the value of having a reliable warning system in place, although activation of the system would be considered a last resort for notification of a total community evacuation.

It has been confirmed that replacement of the unit’s electronic components is eligible under this funding stream. Due to the central location of the Cedar Road unit and given the fact that it is a more powerful unit that typically has a greater reach, it is recommended that this unit is the first one to be retrofitted with new electronics. If this funding stream is offered again in 2025, the District could apply for funding to replace the Amphitrite Point unit then.

It is also recommended that even if this grant application is not successful, the Cedar Road unit should be retrofitted with modern electronics as should the Amphitrite Point unit, in subsequent years.

ANALYSIS OF OPTIONS:

A	Council Supports the grant application	<u>Pros</u>	<ul style="list-style-type: none"> • The amount of this grant would pay for 100% of the costs of retrofitting one unit, up to \$30,000.00. • The process of modernizing the Cedar Road unit could begin early in 2024. • Planning (ie: funding options) for the retrofit of the Amphitrite unit could then begin.
		<u>Cons</u>	<ul style="list-style-type: none"> • No obvious cons to supporting the grant application.
		<u>Implications</u>	<ul style="list-style-type: none"> • There could be minimal financial impacts to retrofit one unit with new components. • There would still be costs associated with retrofitting the Amphitrite Point unit although this would not need to be done immediately. • If the grant application is not successful Council should consider funding the replacement of the units through general reserves.
		<u>Suggested Motion</u>	<p>THAT Council approves the District of Ucluelet’s Community Emergency Preparedness Fund grant application for the replacement of the Cedar hub tsunami warning system in an amount of \$30,000; and</p> <p>THAT Council provides overall grant management.</p>

B	Council does not support the grant application	<u>Pros</u>	<ul style="list-style-type: none"> No obvious benefits
		<u>Cons</u>	<ul style="list-style-type: none"> An alternate means of funding the retrofitting of the tsunami warning system would be required. Delay in replacing the tsunami warning system. Possibility of not having either warning system functioning in the near term.
		<u>Implications</u>	<ul style="list-style-type: none"> It will cost a minimum of \$60,000.00 to retrofit both units.
		<u>Suggested Motion</u>	No motion is required.

NEXT STEPS:

- Once a Council resolution has been adopted in support of this grant application, the grant application package will be submitted to UBCM for review.
- If the grant is successful, planning will begin for the repairs to the Cedar Road tsunami warning system unit as soon as possible.
- It is recommended that the parts and service for this project are sole sourced through North Island Communications, due to their familiarity and experience with this system.
- If the grant is not successful, it is recommended that an alternate source of funding is used to purchase the required parts for this vital piece of equipment.
- Repairs to the Amphitrite Point tsunami warning system will be sought in subsequent fiscal years.

Respectfully submitted: Rick Geddes, Fire Chief
 Duane Lawrence, CAO

Community Emergency Preparedness Fund Emergency Operations Centres Equipment and Training 2024 Application Form

Please complete and return the application form by **February 23, 2024**.

Applicants will be advised of the status of their application within 90 days of the application deadline.

Please complete and return the application form in advance of the deadline. All questions must be answered by typing directly in this form. **As all questions are reviewed and scored as part of the adjudication process, please do not leave any questions blank.**

If you have any questions, contact cepf@ubcm.ca or (604) 270-8226 ext. 220.

SECTION 1: Applicant Information	AP <i>(for administrative use only)</i>
Local Government or First Nation Applicant: District of Ucluelet	Date of Application: 2024-01-24
Contact Person*: Rick Geddes Phone: 250-266-2254	Position: Fire Chief / Emergency Program Manager E-mail: rgeddes@ucluelet.ca
Secondary Contact Person*: Duane Lawrence Phone: 250-266-0306	Position: CAO E-mail: dlawrence@ucluelet.ca

* Contact persons must be authorized representatives of the applicant (i.e. staff member or elected official).

SECTION 2: For <u>Regional Projects Only</u>
<p>1. Identification of Partnering Applicants. For all regional projects, please list all of the partnering eligible applicants included in this application. Refer to Section 2 of the <i>2024 Program and Application Guide</i> for eligibility.</p> <p>N/A</p>
<p>2. Rationale for Regional Projects. Please provide a rationale for submitting a regional application and describe how this approach will support cost-efficiencies in the total grant request.</p> <p>N/A</p>

SECTION 3: Project Summary**3. Project Information**

- a. Project Title: Ucluelet Tsunami Warning System Revitalization Project
- b. Proposed start and end dates. Start: May 1, 2024 End: June 30, 2024

4. Project Cost and Grant Request:

- a. Total proposed project budget: \$29,943.00
- b. Total proposed grant request: \$29,943.00
- c. Have you applied for, or received funding for this project from other sources? If yes, please indicate the source and the amount of funding received or applied for.
No. Any overages on this project will be covered by Ucluelet's operating and / or capital budget or removed from the scope of the project if appropriate to do so.

5. Project Summary. Provide a summary of your project in 150 words or less.

Prior to me being hired by the District of Ucluelet, the City of Port Alberni had donated their old tsunami warning system (2 sets of speakers etc) to the District of Ucluelet. Given the risk of a tsunami in our area, installation of the system was a priority for the CAO and Council under which I was hired.

I oversaw the installation of the system in early 2020. The system ran fine until recently. For some time, neither unit was operational. The system was installed by Alberni Communications, who is no longer in business. I was able to locate a company to assess and diagnose the issues (North Island Communications). It was deemed that the electrical components had reached the end of their usable life and were now obsolete.

I was also informed that North Island Communications may be able to utilise components from one unit and install them into the other unit so that we at least have one speaker working. This would only be a temporary solution as the system is upwards of 30 years old at this point. This work was successfully completed in the summer of 2023, although the system has proven unreliable and requires ongoing maintenance.

The resulting one functioning unit is considered to be on borrowed time so it would be in the region's best interest to upgrade the electrical components with new, modern components. With the municipality having numerous aging infrastructure issues, this grant would go a long way in reducing the tax burden for capital projects.

SECTION 4: Detailed Project Information**6. Proposed Activities.** What specific activities will be undertaken as part of the proposed project? Refer to Section 6 of the *Program and Application Guide* for eligibility.

- a. Equipment and supplies, equipment installation

Remove the (30 plus year) old electronic components in one of the community's tsunami warning system units, and replace it with new components that are easily

maintained, repaired, and that have parts that are readily available.fixed / replaceable.

b. Training and exercises

N/A

7. Alignment with intent of funding stream. How will your project increase the capacity of EOCs?

Having the tsunami warning system functioning as intended will assist in providing timely notification to residents and visitors during an imminent tsunami. This will in turn assist the emergency operations centre in timely evacuation of the town, or affected parts of town and / or neighbouring first nations.

Given the remoteness of Ucluelet, and lack of local resources, the ability to provide early emergency warning is critical.

8. Engagement with First Nations and/or Indigenous Organizations. In the following questions, please identify the specific bands, Treaty First Nations and/or Indigenous organizations as well as the specific traditional territory, reserve or other First Nation's land that may be impacted by the proposed project.

a. Which First Nations and/or Indigenous organizations were proactively engaged as part of the development of this application?

N/A

b. Which First Nations and/or Indigenous organizations will participate in the proposed activities and what specific role will they play?

Ucluelet First Nation can hear our sirens from their lands and therefore are reliant on the system functioning as designed as well, members of that Nation and Toquaht Nation live and work within the District of Ucluelet and rely on the system to function as designed.

c. Please indicate the extent to which staff and/or elected officials have undertaken Indigenous Cultural Safety and Cultural Humility Training.

Initial indigenous training took place in 2020.

If applicable, please submit evidence of support for the proposed activities from First Nations and/or Indigenous organizations identified above. This could be in the form of a letter, email or other correspondence.

9. Engagement with Neighbouring Jurisdictions and Affected Parties. In addition to Question 1, if applicable, identify any neighbouring jurisdictions and other impacted or affected parties (e.g., equity-denied populations, organizations that participate in the EOC program, etc.) that will participate in the proposed project and the specific role they will play. Rural and remote communities may want to consider engaging with regional districts and/or health authorities, and First Nation applicants may want to consider engaging with the First Nations' Emergency Services Society or the First Nations Health Authority.

All neighbouring jurisdictions participate in Ucluelet's Emergency Planning Committee - ie: First Nations, Parks Canada, and Alberni Clayoquot Regional District.

10. Comprehensive, cooperative, regional approach and benefits. Describe how the project will contribute to a comprehensive, cooperative and regional approach to EOCs. What regional benefits will result from this project?

Outling areas of the Alberni Clayoquot Regional District, Toquaht Nation and Ucluelet First nation all live, work, and play in the area and rely on the District of Ucluelet for timely dissemination of information from the Ucluelet EOC during an incident.

11. Additional Information. Please share any other information you think may help support your submission.

The town, and region relies on this system to function when we need it to. The system has been unreliable at best. This grant would provide comfort to the entire region in knowing that the message will be heard when it needs to be.

SECTION 5: Required Attachments

Only complete applications will be considered for funding. The following separate attachments are required to be submitted as part of the application:

- Band Council resolution, Treaty First Nation resolution, local government Council or Board resolution, indicating support for the current proposed activities and willingness to provide overall grant management.
- Detailed budget for each component identified in the application. This must clearly identify the CEPF funding request, applicant contribution, and/or other grant funding.
- For regional projects only: Band Council resolution, Treaty First Nation resolution, or local government Council or Board resolution, from each partnering applicant that clearly states their approval for the primary applicant to apply for, receive, and manage the grant funding on their behalf.

SECTION 6: Signature. Applications are required to be signed by an authorized representative of the applicant. Please note all application materials may be shared with the Province of BC and FNESS.

I certify that: (1) to the best of my knowledge, all information is accurate, (2) the area covered by the proposed project is within the applicant's jurisdiction (or appropriate approvals are in place) and (3) we understand that this project may be subject to a compliance audit under the program.

Name: Rick Geddes

Title: Fire Chief / Emergency Program Manager

Signature*:

A certified digital or original signature is required.

Date: 2024-01-15

** Signatory must be an authorized representative of the applicant (i.e. staff member or elected official).*

Submit applications to:

Local Government Program Services, Union of BC Municipalities

E-mail: cepf@ubcm.ca



DISTRICT OF UCLUELET CEPF EOC GRANT 2024 BUDGET

Description	Total
Whelen tsunami warning system cabinet- stainless steel assembly	\$22 475.00
VHF radio interface	\$3 263.00
Shipping	\$1 905.00
Labour / incidental costs	\$2 300.00
Total Grant Request	\$29 943.00

Overages, including GST, will be payable by the District of Ucluelet (for reimbursement) where appropriate.



REPORT TO COUNCIL

Council Meeting: January 23, 2024
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING

FILE NO: 3320-20-SD23-05

SUBJECT: SD 23-05 STRATA CONVERSION OF A PREVIOUSLY OCCUPIED BUILDING,
1683 LARCH ROAD

REPORT NO: 24-04

ATTACHMENT(S): APPENDIX A – APPLICANT CORRESPONDENCE NOV. 21, 2023
APPENDIX B - AMENDED DP23-19

RECOMMENDATION(S):

THAT Council approve the strata conversion of the previously-occupied residential building located at 1683 Larch Road, as part of a renovation to create four new dwelling units within the existing building.

BACKGROUND:

Jamie Carson of Icon Developments submitted an application in November 2023, to authorize an existing building to be part of a new building strata proposed for the property at 1683 Larch Road (PID 026025787, Lot B, District Lot 282, Clayoquot Land District, Plan VIP77503– the “**subject property**”).



Originally part of the Matterson House property with frontage also on Peninsula Road, the subject property was created by subdivision in 2004. The property fronts Larch Road with an unopened municipal right-of-way to the northwest. The right-of-way serves as a shared lane off Peninsula

Road and contains underground services. The subject property is adjacent to where a new multi-use path will be constructed along Larch Road this spring.

The existing building on the property at 1683 Larch Road was originally built in 1993 and has been used for office and storage purposes, and formerly included a single caretaker rental suite. In January of 2023, [Council](#) authorized Development Permit DP22-19 for construction of a new 4-unit condo building on the rear half of the subject property plus the conversion of the existing building into a 4-unit *Multiple Family Residential* building. A zoning amendment at the time enabled the then-proposed new building to be used for either multi-family residential or vacation rental (resort condo) uses. The January 2023 site-specific amendment to the CS-2 zoning adopted in Bylaw No. 1319 makes *Multiple Family Residential* the only permitted use in the front half of the subject property. The existing building (once renovated) can therefore be used for long-term accommodation only (not any form of short-term vacation rental). If stratified and sold separately, the four units could house the unit owners or their long-term tenants.

In September 2023, DP22-19 was amended at the request of the Permittee to remove the 4-unit condo building (see **Appendix “B”**). The applicant has then followed up with a building permit application for the renovation of the existing building and construction of an associated carport structure.

Creating a strata of newly-constructed units does not require approval from the municipality. Including an existing building in a newly-defined strata, however, requires approval by Council.

DISCUSSION:

The owners intend to stratify the building to allow the possibility of the newly-created multi-family units being sold individually (see **Appendix “A”**). The *Strata Property Act, 1998*, regulates the process of approval for conversion of previously occupied buildings. [Section 242\(1\)](#) designates Council as the approving authority for strata conversion applications, where the units are previously occupied. Under the Act, the approving authority must consider the following in making its decision:

- the priority of rental accommodation over privately owned housing in the area;
- any proposals for the relocation of persons occupying a residential building;
- the life expectancy of the building;
- projected major increases in maintenance costs due to the condition of the building; and
- any other matters that, in its opinion, are relevant.

Note these provisions largely aim at allowing local control over the strata conversion of rental housing (e.g., the conversion of existing rental apartment building into condominiums with separate ownership of individual units). In the case of the existing building at 1683 Larch Road, there is no displacement of existing tenants. The single caretaker accommodation unit that was in the building (which has now been removed) has been vacant for some time. The considerations of the *Strata Property Act* that focuses on the impact to rental accommodation priorities are not relevant to this situation. Council should consider the following:

1. Life expectancy of the building:

The building is subject to a current building permit application for extensive renovation; the work is subject to extensive code review. Staff consider that after the renovations are complete the building will have a considerable remaining functional lifespan. The accessory carport structure will be all new construction.

2. Projected major increases in maintenance costs:

After renovations are complete, Staff do not anticipate large or abnormal increases in building maintenance.

3. Any other matters that, in its opinion, are relevant:

This last guideline in the act gives Council a chance to consider any additional matters it believes are relevant to a strata conversion.

With issuance of the building permit, Development Cost Charges will be collected for the new multi-family units.

ANALYSIS OF OPTIONS:

A	Approve the strata conversion of the building at 1683 Larch Road	<u>Pros</u>	<ul style="list-style-type: none"> • Would facilitate the applicant moving forward with the renovation of the property to create four dwelling units.
		<u>Cons</u>	<ul style="list-style-type: none"> • Unknown
		<u>Implications</u>	<ul style="list-style-type: none"> • The District would receive the Development Cost Charge payment at the Building Permit stage. • Staff time would be required to process this application. • The applicant would need to prepare the survey and legal documents for registering the strata.
B	Approve the strata conversion of the building at 1683 Larch Road, subject to conditions. [not recommended]	<u>Pros</u>	<ul style="list-style-type: none"> • The application could proceed subject to additional Council requirements.
		<u>Cons</u>	<ul style="list-style-type: none"> • May add time to the application for the applicant to meet additional conditions.
		<u>Implications</u>	<ul style="list-style-type: none"> • Staff time would be required to process this application and amend the application as desired by Council. • There may be other implications, to be determined.
		<u>Suggested Wording</u>	<p>THAT Council approve the strata conversion of the building located at 1683 Larch Road subject to the following conditions: <i>_[insert conditions following Council direction]_____</i></p>

C	Reject the strata conversion of the building at 1683 Larch Road. [not recommended]	<u>Pros</u>	<ul style="list-style-type: none"> Unknown
		<u>Cons</u>	<ul style="list-style-type: none"> The applicant may not proceed with the renovation to construct 4 housing units.
		<u>Implications</u>	<ul style="list-style-type: none"> Construction of the housing units and the DCC contributions may be deferred or not materialize.
		<u>Suggested Wording</u>	No motion is required.

POLICY OR LEGISLATIVE IMPACTS:

This application is consistent with the Ucluelet Official Community Plan bylaw and Zoning bylaw, as well as the *Local Government Act* and the *Strata Property Act*.

NEXT STEPS:

- If this application is approved by the Approving Authority (Council), the applicant would need to comply with any additional Council conditions and complete the Building Permit for the change of use and renovations to the building.
- The owner would then have the strata documents prepared for signature by the Approving Officer prior to registration with the Land Title Survey Authority.

Respectfully submitted:

BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING
DUANE LAWRENCE, CAO

Bruce Greig

From: Jamie Carson <jamie@icon-developments.com>
Sent: November 21, 2023 12:13 PM
To: Bruce Greig
Subject: 1683 Larch Rd.

Follow Up Flag: Follow up
Flag Status: Completed

[External]

Good morning Bruce.

Jamie Carson owner of Icon Developments Ltd
1683 Larch Rd
Ucluelet BC
V0R3A0

In Regards to my development permit for 1683 Larch Rd. I intend on turning an empty building into 4 residential units. My intention is to Stratify the units and have them available to sell or to rent to the locals of Ucluelet.

Cheers Jamie Carson

--

Jamie Carson
Icon Developments Ltd
PO Box 163, 1695 Larch Rd
Ucluelet BC V0R 3A0
p: 250 266 4266 f: 250 726 7609
www.icon-developments.com



DEVELOPMENT PERMIT DP22-19 - Amendment

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

1. Development Permit DP22-19 held by:

Icon Developments LTD PO BOX 163 Ucluelet BC V0R 3A0
(The "Permittee")

applying to, and only to, those lands within the District of Ucluelet described below, and the buildings, structures, and other development thereon:

1683 Larch Road; PID 026-025-787, Lot B, Plan VIP77503, District Lot 282, Clayoquot Land District
(The "Lands")

Is amended to remove the construction of one 4-unit condo building as requested by the Permittee.

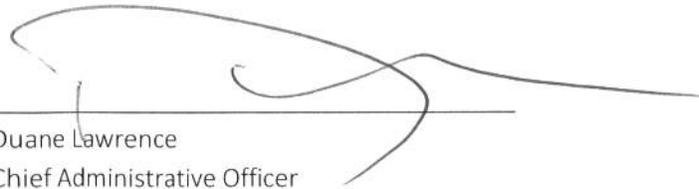
2. The amended permit still authorizes the conversion of an existing building into a 4-unit Multiple Family Residential building and associated landscape and hardscape work including but not limited to:

- i. Paved parking with 8 parking spaces.
- ii. Carport.
- iii. Accessory Storage buildings.
- iv. Internal landscaping.
- v. Frontage improvements and landscaping.

3. These improvements apply only in the locations indicated, and otherwise in accordance with, the amended drawings and specifications attached to this Permit as Schedule A, specifically drawings A1.1, A2.1, A2.2 by Doug Cole Architect revision date 07/27/2023.

4. All conditions of Development Permit DP22-19 continue to apply.

This amendment to DP22-19 authorized on the *25th* day of *SEPTEMBER*, 2023.



Duane Lawrence
Chief Administrative Officer

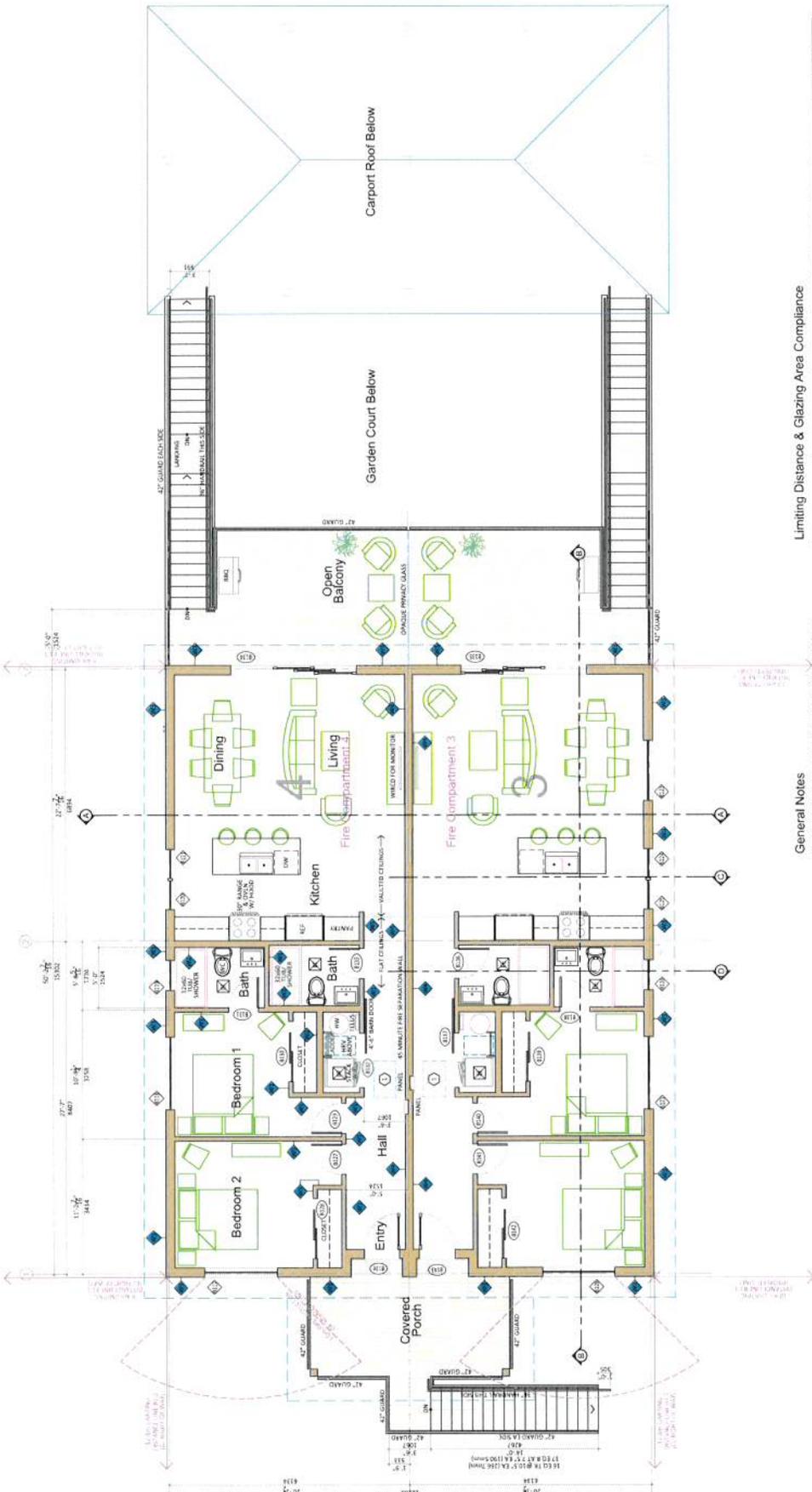
DATE: 11/11/2024
 DRAWING NO: 23-05-STRATA-CONV-01
 PROJECT: SD 23-05 STRATA CONVERSION OF A PREVIOUSLY OCCUPIED BUILDING, 1683 LARCH...
 SHEET: 1 OF 1
 SCALE: 1/8" = 1'-0"

Doug Cook Architect
 ARCHITECTS
 1683 LARCH ROAD
 ULLULEET, BC V1R 3A0

ICON DEVELOPMENTS
 1683 LARCH ROAD
 ULLULEET, BC V1R 3A0

LARCH ROAD FOURPLEX CONVERSION
 1683 LARCH ROAD
 ULLULEET, BC V1R 3A0
 - Preliminary -
 Not For Construction

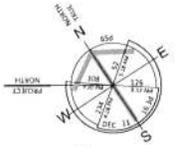
DATE: 11/11/2024
 DRAWING NO: 23-05-STRATA-CONV-01
 PROJECT: SD 23-05 STRATA CONVERSION OF A PREVIOUSLY OCCUPIED BUILDING, 1683 LARCH...
 SHEET: 1 OF 1
 SCALE: 1/8" = 1'-0"



Limiting Distance & Glazing Area Compliance

Room	F.C.	L.D. (m)	Wall Area (sqm)		Glazing Area (sqm)		Glazing %		Type of Glazing
			Actual	Proposed	Actual	Proposed	Actual	Proposed	
North Wall	28.4	81.1	92.8	13.2%	0.4	0.5	0.5%	0.5%	C or NC
West Wall	12.3	81.2	89.7	13.2%	0.2	0.2	0.2%	0.2%	C or NC
South Wall	18.3	81.3	89.8	13.2%	0.2	0.2	0.2%	0.2%	C or NC
East Wall	12.3	81.4	89.7	13.2%	0.2	0.2	0.2%	0.2%	C or NC
Total									

- General Notes**
1. ELECTRICAL AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL MECHANICAL CODE (NMC).
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL BUILDING CODE (NBC) AND THE NATIONAL FIRE CODE (NFC).
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL PLUMBING CODE (NPC) AND THE NATIONAL HEATING, VENTILATION AND AIR CONDITIONING CODE (NHVAC).
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL INSULATION CODE (NIC) AND THE NATIONAL SOUNDING CODE (NSC).
- Floor Plan Key Notes**
- 1. 27'-10" MINIMUM ACCESS WIDTH
 - 2. 600
 - 3. 800
 - 4. 1000



B1
 Building 1 Upper Level Plan



Icon Developments Ltd.
PO Box 163
Ucluelet, BC V0R 3A0

Office: 250-726-7608

icon-developments.com

icon
DEVELOPMENTS LTD.



September 12, 2023

District of Ucluelet

Attn: Bruce Greig, Director of Community Planning

PO Box 999

Ucluelet, BC V0R 3A0

Re: 1683 Larch Road - DP22-19

Dear Bruce,

We are writing to request a minor amendment to the previously issued Development Permit for our property on Larch Road. Given a combination of factors, we intend to proceed with only that portion of the project which includes conversion of the existing structure into four multi-family residential units intended for long-term housing. The proposed new fourplex which would have allowed for long-term housing/resort condo use would be eliminated from the project and replaced by greenspace. A new carport structure located to the north of the existing building would be included to provide covered parking and access to each of the four multi-family units, as shown on the revised plans.

Thank you for consideration of our request.

Sincerely,

Jamie & Maren Carson



REPORT TO COUNCIL

Council Meeting: January 23, 2024
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

FILE NOS: 0530-01 – 2024 AAP
3900-25 – BYLAW 1334

SUBJECT: INTRODUCTION OF DISTRICT OF UCLUELET PARKLAND DISPOSAL
BYLAW NO. 1334, 2024, AND OPTIONS FOR ELECTOR APPROVAL

REPORT NO: 24-08

ATTACHMENT(S): APPENDIX A – BYLAW NO. 1334, 2024
APPENDIX B – ELECTOR RESPONSE FORM
APPENDIX C – REPORT NO. 24-02

RECOMMENDATION(S):

THAT Council give first, second and third readings to District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024.

THAT Council seek approval of the electors for District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024 through an Alternative Approval Process.

THAT Council establish the elector response form as attached to report 24-08 (Appendix B) for the Alternative Approval Process for District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024.

THAT Council establish that a fair determination of the number of electors is 1,730 for the Alternative Approval Process for District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024.

THAT Council establish that 173 electors is the 10% response threshold for the Alternative Approval Process for District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024.

THAT Council establish the deadline for receiving elector responses for the Alternative Approval Process for District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024, is March 13, 2024 at 4:00 PM.

BACKGROUND:

The Agreement

On January 9, 2024, Council approved a purchase and sale agreement (the “Agreement”) to sell the Food Bank on the Edge a 0.201 hectare portion of Tugwell Field Park (District Lot 284) for \$1.00. The land to be sold is marked as “Park to be Closed Parcel A” on Plan EPP132848 (referred to as the “Land” for the remainder of the report). The Agreement and Plan are attached to Report No. 24-02 (Appendix C).

One condition precedent of the Agreement is that Council adopts a Parkland Disposal Bylaw. This condition cannot be waived as section 27 of the *Community Charter* requires a Bylaw adopted with the approval of the electors to authorize the sale. If this condition is not met, the agreement would be at an end.

The Agreement also incorporates an option for the District to purchase back the Land for \$1.00. The option may be exercised if the Land is not used for food bank purposes for six consecutive months; the Land or buildings on the Lands are not maintained; or 20 years have past from registration of the option. If the District exercises this option, it will acquire a fee simple lot inclusive of any improvements. The acquired lot could be rededicated as park, used by the District in accordance with its zoning, or sold.

The Agreement also incorporates a statutory right of way which permits the District to access the site and store vehicles, equipment, machinery, materials or other moveable property. The statutory right of way and option would be registered on title and therefore ride with the land and apply to future owners.

The Land

The Land that is subject to the Bylaw and Agreement is the section of Tugwell Field Park (District Lot 284), outlined in bold and marked "Park to be Closed Parcel A" on Figure 1 below and on Plan EPP132848 (see Appendix C). The Land is 0.201 hectares and has Forbes Road frontage. It is located in the northwest corner of the Park, immediately beside the property at 354 Forbes Road.

The topography of this section of Park is not suitable for playing field use due to a steep slope on the northern edge of the park and a District access road used by Parks Staff. Access to this road, and materials stored on site would be preserved by the statutory right of way referenced above.

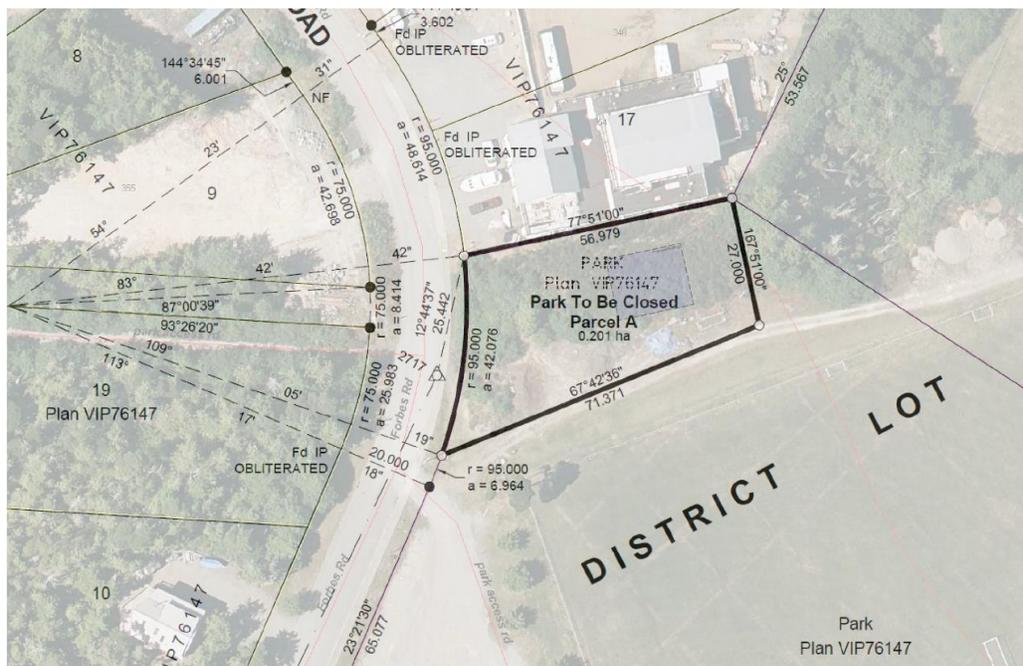


Figure 1

Staff have estimated the value of the Land to be \$363,177.95. The sale would therefore be well below the estimated market value. Notice has been given accordingly.

Hard Sports Facility

In 2021 Council had conceptual discussions regarding the possibility of locating a hard sports facility and other improvements in Tugwell Field Park. The proposed disposition would not preclude an 80ft by 120ft covered hard sports facility from being constructed in the Park at some time in the future. A feasibility study for a hard sports surface facility is planned for 2024.

District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024 (the “Bylaw”)

The Bylaw authorizes the sale of the Land to the Food Bank on the Edge for \$1.00 and the closure of this section of the Tugwell Field Park. It further references the option and right of way discussed above.

According to the Bylaw and Section 27(2)(b) of the *Community Charter*, the proceeds from the sale must be deposited into the District’s park land acquisition reserve fund. Only nominal consideration (\$1.00) is contemplated by the Agreement and Bylaw, as the transaction was intended to be below market value which is permissible as the Food Bank on the Edge is not a business.

The Bylaw also authorizes the Mayor and Chief Administrative Officer to execute all documents required to carry out the disposition to the Food Bank on the Edge.

ANALYSIS OF OPTIONS:

Elector Approval

Since the Land is in a park, Section 27(2) of the *community Charter* requires Council to adopt a bylaw before disposing of the Land to the Food Bank on the Edge. This bylaw must be approved by the electors. Elector approval may be obtained through an:

1. Alternative Approval Process (the “AAP”); or
2. Assent Voting (a referendum).

Option 1: Alternative Approval Process (the “AAP”)

An AAP involves asking the electors if they **oppose** adoption of the Bylaw (which authorizes disposition of the Land to the Food Bank on the Edge), unless elector approval is obtained through assent voting (a referendum). Approval of the electors is achieved, if by the deadline for receiving elector responses the number of elector responses received is less than 10% of the eligible electors for the applicable area. If 10% or more of the eligible electors sign and submit a response form by the deadline, Council can choose to proceed to assent voting, abandon the Bylaw, or put the matter on hold and develop other alternatives to consider.

For each AAP, Council is required to:

1. establish a deadline which aligns with the *Community Charter* requirements;
2. establish the elector response form; and
3. make a fair determination of the total number of electors for the area to which the approval process applies.

Staff are recommending that the deadline for the AAP for the Bylaw be March 13, 2024 at 4:00 PM. This exceeds the 30-day minimum response window required by the *Community Charter*. Staff are further recommending the attached form be established for the AAP. This form is designed to be signed by a single elector rather than the petition style form which can be signed by multiple electors. The single elector form is recommended because it limits privacy concerns associated with using the petition style form and mitigates some complications associated with response forms being submitted by email and mail.

To make a fair determination of the total number of electors, the area to which the AAP for the Bylaw must first be determined. In this case, Staff recommend that the applicable area be the entire District of Ucluelet rather than a smaller area as the Park belongs to the District as a whole, and all resident and non-resident property electors may have an interest in District parkland.

Staff estimate the total number of electors for the District of Ucluelet is 1,730, and therefore the 10% threshold for this AAP is 173 electors. The estimated number of electors was determined as follows:

Registered voters as per Elections BC	1,711
Add estimated number of non-resident property electors	19
Total number of electors	1,730

The number of registered voters was provided by Elections BC. This count is current as of December 20, 2023 and prepared using the provincial voters list extract, generated using municipal boundary lines for the District of Ucluelet. Elections BC's voter count does not include non-resident property electors. The estimated number of non-resident property electors is derived from the register of non-resident property electors maintained by the District for election purposes. This register was reviewed and updated by Staff prior to the publishing of this report.

Option 2: Assent Vote (Referendum)

Assent voting involves asking electors to cast their vote for or against the proposed Bylaw. This involves holding a public vote akin to an election. Approval of the electors is received if a majority of votes (50% plus 1) are in favour of proceeding with the Bylaw.

If elector assent is not granted the Bylaw cannot be adopted. Furthermore, a bylaw for the same purpose may not be submitted to the electors for an assent vote within six months from the last submission except with minister approval.

Comparing an Alternative Approval Process to Assent Voting

Staff recommend conducting an AAP on the Bylaw rather than assent voting for the following reasons:

1. **Less time is required:** An AAP can be conducted in as little as 32 days while assent voting is generally an 80-day process. That said, if elector approval is not received through the AAP, assent voting would be required to proceed with the Bylaw. Assent voting must be conducted not more than 80 days after the deadline for receiving elector response forms for the AAP.
2. **Less staff time and costs are required:** An APP is more cost effective and requires less staff time than assent voting. AAP costs are limited to advertising/public notice costs, and printing elector response forms. Assent voting cost are estimated to be similar to conducting an election, which requires much more staff time. If an AAP and assent voting are conducted, costs would include expenditures from both processes.
3. **AAPs are more accessible and convenient for the electors:** Electors have at least 30 days to participate in an AAP by submitting a response form in opposition to the Bylaw. Forms may be submitted by mail, email or in-person. If electors do not oppose the Bylaw, no action is required. According to the District’s Election Bylaw, assent voting is held in person on two days; general voting day and advanced voting. Mail voting is not currently available.
4. **Council would have options if elector approval is not received through the AAP:** If the Bylaw does not receive elector approval through the AAP, approval could be sought through assent voting.

A	Give three readings to the Bylaw and seek approval of the electors through an AAP	Pros	<ul style="list-style-type: none"> • AAP offers a cost and time effective means of obtaining required elector approval.
		Cons	<ul style="list-style-type: none"> • If elector approval is not obtained through the AAP, Council may elect to seek elector approval through assent voting. As a result, Staff time and District funds would be dedicated to both the AAP and assent voting processes.
		Implications	<ul style="list-style-type: none"> • Cost and staff time implications are expected to be much lower than assent voting.
B	Direct staff to prepare a report on conducting an assent voting on the Bylaw	Pros	<ul style="list-style-type: none"> • Elector approval would be obtained if a majority of the votes counted as valid are in favour of the Bylaw.
		Cons	<ul style="list-style-type: none"> • The Bylaw and therefore the disposition to the Food Bank on the Edge would be delayed.
		Implications	<ul style="list-style-type: none"> • Cost and staff time implications are expected to be much higher than conducting an AAP.
		Suggested Motion	<p>THAT Council direct Staff to bring back a report on seeking approval of the electors for District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024 through assent voting.</p>

C	Request additional information from Staff before moving forward	<u>Pros</u>	<ul style="list-style-type: none"> • Council would be provided with any required additional information before moving forward with the Bylaw or elector approval process.
		<u>Cons</u>	<ul style="list-style-type: none"> • The Bylaw which authorizes the disposition to the Food Bank on the Edge would be delayed.
		<u>Implications</u>	<ul style="list-style-type: none"> • Additional staff time would be required to provide the follow-up report. • Additional Council time would be required to review the report.
		<u>Suggested Motion</u>	<p>THAT Council direct staff to provide information on the following at a future Council meeting:</p> <ul style="list-style-type: none"> • [identify information required]; • [identify information required]; and • [identify information required].

POLICY OR LEGISLATIVE IMPACTS:

Section 27(2) of the *Community Charter* permits Council to dispose of part of Tugwell Field park provided a Bylaw is adopted with the approval of the electors. Division 2 of the *Community Charter* establishes that approval of the electors may be obtained through assent voting or an AAP. Section 86 of the *Community Charter* determines the AAP requirements including the requirements that Council establish the elector response forms, establish the deadline for receiving the forms, and makes a fair determination of the total number of electors for the area which the approval process applies. Part 4 of the *Local Government Act* sets out the rules for assent voting. The *Local Government Act* also sets out voter eligibility requirements that apply to assent voting and AAPs.

NEXT STEPS:

- January 31 – Publish first of two statutory notices for the AAP.
- February 7 – Publish second statutory notice
- March 13 – Deadline for responses
- March 26 – Bring back a report to Council on the AAP result. If elector approval is received, Council would be in a position to adopt Bylaw No. 1334, 2024
- After adoption of the Bylaw, Staff would proceed with the process associated with closing the park, and disposing of the land to the Food Bank of the Edge

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

DISTRICT OF UCLUELET

Bylaw No. 1334, 2024

A bylaw to authorize disposition of parkland

WHEREAS section of 27(2) of the *Community Charter* authorizes the District of Ucluelet to, by bylaw adopted with the approval of the electors, dispose of a portion of park land and place the proceeds of disposal to the credit of a reserve fund under section 188(2)(b) of the *Community Charter* [parkland acquisition reserve fund];

AND WHEREAS the District of Ucluelet deems it expedient to dispose of that portion of dedicated park land comprising approximately 0.201 hectares titled “Park To Be Closed Parcel A” and outlined in heavy black line on Plan EPP132848 which is attached hereto as Schedule “A” (the “Closed Park”);

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

1. This bylaw may be known and cited for all purposes as the “District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024”.
2. The District of Ucluelet (the “District”) is hereby authorized and empowered to dispose the Closed Park to Food Bank on the Edge for consideration of \$1.00 and grants of:
 - (a) an option to re-purchase the Closed Park exercisable by the District if the Closed Park is not used for the operation of a food bank for a consecutive period of six (6) months, the owner fails to maintain the lands and the buildings on the land in a good state of maintenance and repair, or at any time following the 20th anniversary of registration of the option; and
 - (b) a statutory right of way entitling the District to store equipment and goods on the Closed Park.
3. The proceeds from the disposition of the Closed Park be placed to the credit of the District’s park land acquisition fund.
4. The transfer of the Closed Park is free of any dedication to the public for the purpose of a park or public square.
5. The Mayor and Chief Administrative Officer are authorized to execute all documents necessary to carry out the transfer and dedication removal described in this bylaw.

READ A FIRST TIME this ** day of ***, 20**.

READ A SECOND TIME this ** day of ***, 20**.

READ A THIRD TIME this ** day of ***, 20**.

An alternative approval process in relation to this Bylaw was provided in accordance with the requirement of section 86 of the *Community Charter* and the elector response certified as not having exceeding 10% of the electors of the District of Ucluelet on the ** day of *, 20**.**

ADOPTED this ** day of ***, 20**.

CERTIFIED CORRECT; "District of Ucluelet *** Bylaw No. ****, 20**".

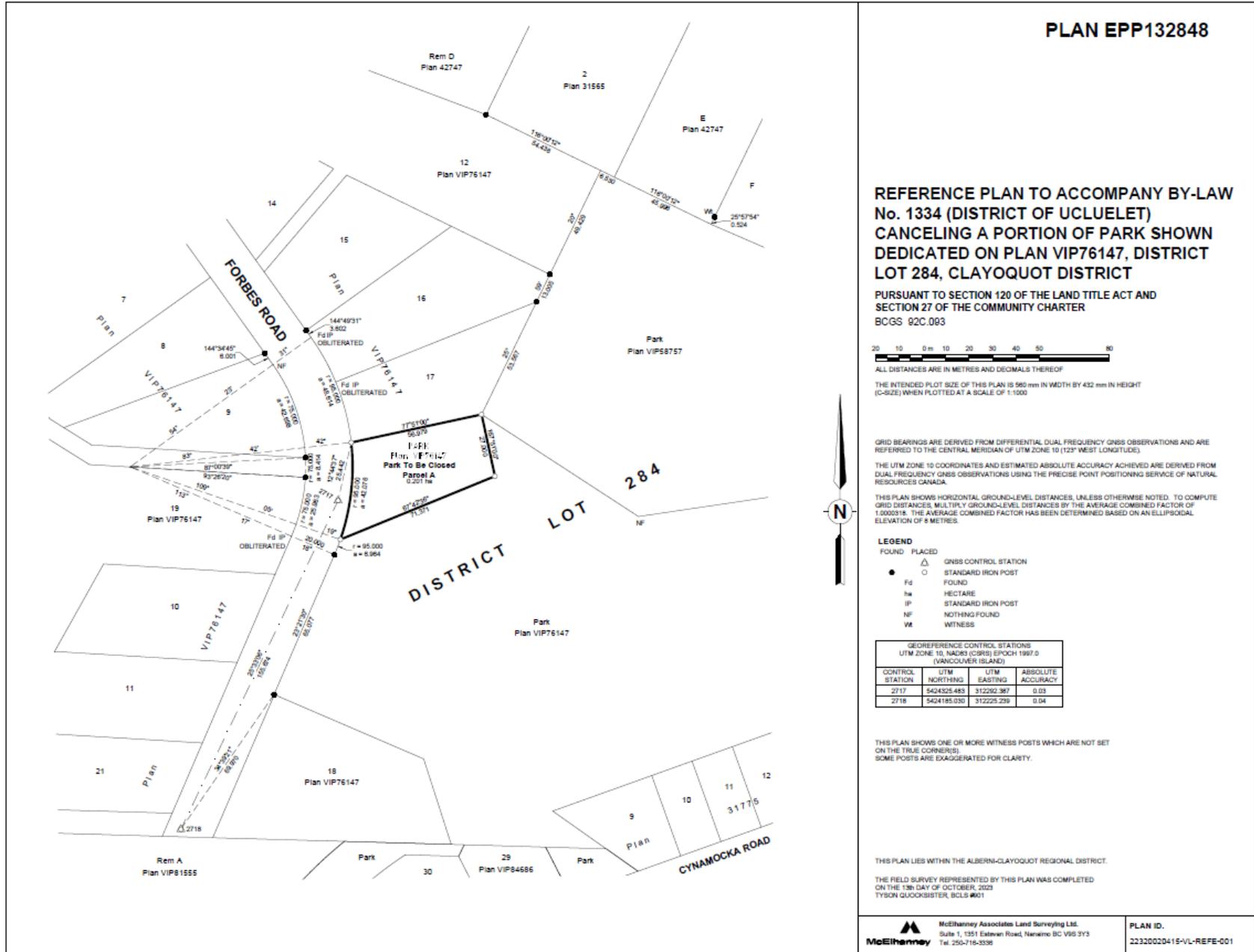
Marilyn McEwen
Mayor

Duane Lawrence
Corporate Officer

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

Duane Lawrence
Corporate Officer

Schedule "A" to District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024





**DISTRICT OF UCLUELET
ELECTOR RESPONSE FORM**

Alternative Approval Process (AAP)
District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024

By completing this elector response form, I am indicating that I **OPPOSE** the adoption of “District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024”, which authorizes the District to close a 0.201 hectare portion of parkland located in the northwest corner of Tugwell Field Park, and dispose of that land (the “closed park”) to the Food Bank on the Edge for \$1.00, unless a vote is held.

As additional consideration for the disposition of the closed park, the District will be granted:

1. an option to re-purchase the closed park exercisable by the District if the closed park is not used for the operation of a food bank for a consecutive period of six (6) months, the owner fails to maintain the lands and the buildings on the land in a good state of maintenance and repair, or at any time following the 20th anniversary of registration of the option; and
2. a statutory right of way entitling the District to store equipment and goods on the closed park.

Full name of elector _____
(e.g. Donald Smith – not D. Smith, please print)

Signature _____
(original signature required)

Address _____

- Choose one: I am a resident elector (see reverse for eligibility requirements)
 I am a non-resident property elector who lives in another community and owns property in the jurisdiction located at:

_____ (Address)
(see reverse for additional eligibility requirements)

The District of Ucluelet Council may proceed with the adoption of District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024 unless 173 electors sign and submit a completed copy of this elector response form to the District of Ucluelet by the deadline.

DEADLINE: March 13, 2024 at 4:00 PM.

Completed signed forms must be submitted by the deadline. Digital signatures will not be accepted. Forms may be submitted by hand delivery, mail or emailed as a PDF document attachment, as follows:

Hand delivery: 200 Main Street, Ucluelet, BC

Mail to the District of Ucluelet: District of Ucluelet
PO Box 999, Ucluelet BC, V0R 3A0
(Postmark will not be accepted as submission date)

PDF submission via email: communityinput@ucluelet.ca
(Ensure forms are legible and transmission was completed)

A person must not sign more than one elector response form in relation to this alternative approval process. The *Community Charter* requires all electors to submit their response on the form established by the District of Ucluelet, or an accurate copy of that form.

Additional information on the subject of this alternative approval process and elector qualifications can be found on the reverse side of this form, at the District Office, and at Ucluelet.ca/AAP.

Privacy Notice: Personal information collected by this form is authorized under the Freedom of Information and Protection of Privacy Act sections 26(a) and 26(c) and will be used only for the purpose of conducting an alternative approval process pursuant to Section 86 of the Community Charter. If you have any questions about the collection and use of this information, please contact Joseph Rotenberg, Manager of Corporate Services by email: jrotenberg@ucluelet.ca or by phone: (250) 726-7744.

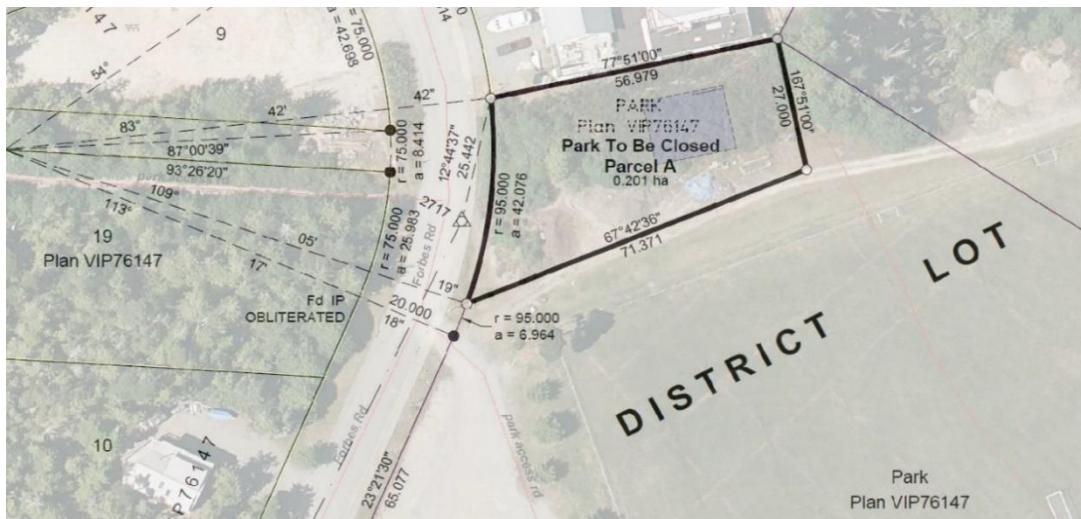


**DISTRICT OF UCLUELET
ELECTOR RESPONSE FORM**

Alternative Approval Process (AAP)
District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024

District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024 – Information Sheet

District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024 authorizes the District to close a 0.201 hectare portion of parkland located in Tugwell Field Park and dispose of this closed park to the Food Bank on the Edge for \$1.00. The land to be disposed of is in the northwest corner of the Park fronting Forbes Road and shown in the picture below outlined in bold and marked “Park to be Closed Parcel A”.



As additional consideration for the disposition of the closed park, the District will be granted:

1. an option to re-purchase the closed Park exercisable by the District if the closed park is not used for the operation of a food bank for a consecutive period of six (6) months, the owner fails to maintain the lands and the buildings on the land in a good state of maintenance and repair, or at any time following the 20th anniversary of registration of the option; and
2. a statutory right of way entitling the District to store equipment and goods on the closed park.

A copy of Bylaw No. 1334, 2024 and related reports are available online at Ucluelet.ca/AAP and at the District of Ucluelet Office, open Monday to Friday from 8:30 AM to 4:00 PM, excluding statutory holidays.

Elector Eligibility

In order to sign an elector response form in relation to the alternative approval process (AAP), a person must either be a resident elector or a non-resident property elector.

A **resident elector** is an individual who is entitled to sign an elector response form during an AAP by virtue of living within that jurisdiction. When signing an elector response form, a resident elector must:

- be 18 years of age or older;
- be a Canadian citizen;
- have been a resident of British Columbia for at least six months;
- be a resident of the jurisdiction (i.e. District of Ucluelet);
- live in the area defined for the AAP (i.e. District of Ucluelet); and,
- not be disqualified under the Local Government Act, or any other enactment from voting in a local election or be otherwise disqualified by law.

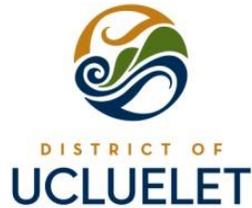
A **non-resident property elector** is an individual that does not live in the jurisdiction and who is entitled to sign an Elector Response Form during an AAP by virtue of owning property in that jurisdiction. When signing an elector response form, a non-resident property elector must:

- be at least 18 years of age;
- be a Canadian citizen;
- have been a resident of British Columbia for at least six months;
- be a registered owner of property in the jurisdiction (i.e. District of Ucluelet) for at least 30 days;
- own property in the area defined for the AAP (i.e. District of Ucluelet); and,
- not be disqualified under the Local Government Act, or any other enactment from voting in a local election, or be otherwise disqualified by law.

Note: Only one non-resident property elector may sign an Elector Response Form per property, regardless of how many people own the property. That owner must have the written consent from a majority of the other property owner(s) to sign the response form on their behalf. Property owned in whole or in part by a corporation does not qualify under the non-resident property elector provisions.

District of Ucluelet

200 Main Street, PO BOX 999, Ucluelet, British Columbia V0R 3A0
(250) 726-7744 • info@ucluelet.ca • www.ucluelet.ca



REPORT TO COUNCIL

Council Meeting: January 9, 2024

500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

FILE NO: 0890-20 TUGWELL FIELD

SUBJECT: PURCHASE AND SALE AGREEMENT – FOOD BANK ON THE EDGE

REPORT NO: 24- 02

ATTACHMENT(S): APPENDIX A – PURCHASE AND SALE AGREEMENT
APPENDIX B – REFERENCE PLAN EPP132848

RECOMMENDATION(S):

THAT Council approve the Purchase and Sale Agreement with the Food Bank on the Edge, attached to report number 24-02, for the sale of the portion of District Lot 284 outlined in bold on Reference Plan EPP132848; and,

THAT Council authorize the Mayor and Corporate Officer to execute the Purchase and Sale Agreement.

BACKGROUND:

On March 28, 2023, the Food Bank on the Edge (FBOE) reiterated their request that a section of District Lot 284 (Tugwell Field) be dedicated to the development of FBOE’s new facility. FBOE noted that this site is appropriate because it is outside the Tsunami inundation zone.

On May 9th Council directed Staff to develop a lease agreement with FBOE for their new facility and authorized the allocation of \$150,000 to their construction project. Council subsequently directed Staff to develop a Purchase and Sale Agreement (the “Agreement”) for a fee simple lot to be created due to complications associated with leasing these parklands for non-park uses.

Staff have now negotiated the Agreement with FBOE and are seeking Council approval.

The Lands:

The Agreement contemplates selling a 0.201 hectare section of Tugwell Field located in the north west corner of this park (the “Land”). This section of the park is outlined in bold on Reference Plan EPP132848. It has street frontage off Forbes Road and abuts the property at 354 Forbes Road.

Since the Land is in a park, the affected section of the park must be closed prior to the creation of a fee simple lot to be sold to FBOE. In order to close a park, the District must adopt a parkland disposal bylaw which is subject to elector approval.

If the purchase and sale agreement is approved by Council, staff will introduce the parkland disposal bylaw along with options for the elector approval process at a subsequent meeting.

Terms of the Purchase and Sale Agreement:

The Agreement would transfer the Land to the Food Bank on the Edge for one dollar which is below the Land’s market estimated value of \$363,177.95.

A number of condition precedents in favour of the District or for the benefit of both parties are included in the agreement. If these conditions are not met, the agreement would be automatically terminated. Condition precedents in favour of the District include adoption of the referenced parkland disposal bylaw, confirmation of any utility right of way required over the land, and approval by the Subdivision Approving Officer of the subdivision plan. Condition precedents for the benefit of both parties include agreement between the parties on the final form of the Statutory Right of Way to be incorporated within the agreement and signature and deposit of the Subdivision Plan.

An option for the District to buy back the Land for \$1.00 is incorporated into the Agreement. It rides with the Land and applies to future owners.

The option may only be exercised by the District if any of the following occur:

1. The Land is not being used to operate a food bank for six consecutive months;
2. The owner fails to maintain the land or buildings on the land in a good state of maintenance and repair; or
3. 20 years have passed since the option was registered.

The option is exercisable for 80 years or the maximum period allowed by the *Perpetuity Act*, which ever is greater. If the option were exercised, the District would acquire a marketable fee simple lot which could be used by the District in accordance with the site’s zoning, sold, or dedicated as a parkland.

The Agreement also incorporates a Statutory Right of Way (SRW) over the entire lot in favour of the District. This SRW permits the District to enter the property and store vehicles, equipment, materials and other moveable property on the Land. As noted above, the agreement is conditional on the District and FBOE finalizing the SRW terms but the terms must be substantially similar to the SRW incorporated in this agreement. Like the option to purchase, the SRW rides with the Land.

The above references some but not all terms of the Agreement which is attached to this report as Appendix A.

ANALYSIS OF OPTIONS:

A	Approve the Purchase and Sale Agreement	<u>Pros</u>	<ul style="list-style-type: none"> • Approves the sale of the Land to the FBOE for their food bank according to the terms of the purchase and sale agreement. • Grants District right to access and store items on the Land. • Grants District option to purchase the property if the lands are not used for operating a food bank for six consecutive months, the land or buildings on the land are not maintained, or 20 years have passed from registration of the option.
		<u>Cons</u>	<ul style="list-style-type: none"> • After the lands are transferred to the FBOE, this section of Tugwell Field Park would be closed and public access would be prohibited.

		<u>Implications</u>	<ul style="list-style-type: none"> Staff and Council time will be required to draft and consider the required parkland disposal bylaw. Staff time will be required to conduct the elector approval process required to adopt the parkland disposal bylaw. Some legal costs will be incurred to transfer the Land.
B	Direct Staff to amend the Purchase and Sale Agreement and present it to the FBOE for negotiations	<u>Pros</u>	<ul style="list-style-type: none"> An amended agreement may align better with Council's interests.
		<u>Cons</u>	<ul style="list-style-type: none"> The land transfer may be delayed, which may not meet the FBOE timelines.
		<u>Implications</u>	<ul style="list-style-type: none"> Additional Staff and Solicitor time would be required to renegotiate the agreement.
		<u>Suggested Motion</u>	<p>THAT Council direct Staff to amend the Purchase and Sale Agreement as follows:</p> <ul style="list-style-type: none"> [insert amendment] <p>and present the amended Agreement to the Food Bank on the Edge for negotiation.</p>
C	Do not approve the Agreement	<u>Pros</u>	<ul style="list-style-type: none"> The parkland would not be subject to a sale agreement
		<u>Cons</u>	<ul style="list-style-type: none"> The Food Bank on the Edge would have to find a different site for their new food bank.
		<u>Implications</u>	<ul style="list-style-type: none"> No additional staff or solicitor time would be allocated to the transfer of the Land.
		<u>Suggested Motion</u>	No motion is required.

POLICY OR LEGISLATIVE IMPACTS:

Notice of the proposed land disposition for below market value has been given in accordance with sections 24 and 26 of the *Community Charter*. If the agreement is approved, the parkland disposal bylaw will be presented to Council. Section 27 of the *Community Charter* requires this bylaw to receive elector approval.

NEXT STEPS:

- Mayor and Corporate Officer execute the Agreement
- Introduce the parkland disposal bylaw for Council to consider
- Present options for elector approval to Council for consideration

Respectfully submitted: Joseph Rotenberg, Manager of Corporate Services

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated for reference November 10, 2023, is

BETWEEN:

DISTRICT OF UCLUELET

200 Main Street
Ucluelet, B.C., V0R 3A0

(the “**District**”)

AND:

FOOD BANK ON THE EDGE (Inc. No. S0043237)

160 Seaplane Base Road
Box 1146
Ucluelet, B.C., V0R 3A0

(the “**Purchaser**”)

WHEREAS:

- A. The District has possession and control of a park dedicated by the deposit of plan VIP76147 and commonly known as Tugwell Park (the “**Park**”);
- B. The District has agreed to transfer the Lands (as defined hereinafter) to the Purchaser for below market value consideration with the intention that the Purchaser will construct and operate a food bank on the Lands (the “**Food Bank**”);
- C. Section 27 of the *Community Charter* of British Columbia authorizes a municipality to dispose of a portion of park land and to deposit the proceeds of disposition in a reserve fund for the purpose of acquiring other park land; and
- D. The District has paid to the Purchaser, and the Purchaser has received from the District, a contribution to the Purchaser in the amount of \$150,000.00 towards costs and expenses incurred by the Purchaser in connection with the construction of the Food Bank on the Lands.

THIS AGREEMENT IS EVIDENCE THAT in consideration of the promises exchanged below and other good and valuable consideration (the receipt and sufficiency of which each party acknowledges), the District and the Purchaser agree with each other as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 Definitions** – In this Agreement, in addition to the words defined in the recitals to it:
- (a) **“Business Day”** means a day other than a Saturday, Sunday, or statutory holiday in B.C.;
 - (b) **“Completion Date”** means the date that is 56 days after the fulfillment of all conditions precedent or otherwise mutually agreed to by the parties;
 - (c) **“Contaminants”** means:
 - (i) as defined in the *Environmental Management Act*, any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Laws;
 - (d) **“District’s Solicitors”** means Young, Anderson, 1616 – 808 Nelson Street, Box 12147, Nelson Square, Vancouver, B.C., V6Z 2H2;
 - (e) **“Environmental Law”** means any past, present or future common law or principle, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health;
 - (f) **“Governmental Authority”** means any federal, provincial, state, municipal, county, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing;
 - (g) **“GST”** means any tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or replaced from time to time, including for certainty, goods and services tax;
 - (h) **“Lands”** means that portion of the Park outlined in heavy black on the Subdivision Plan;

- (i) “**LTO**” means the appropriate land title office;
- (j) “**Option to Purchase**” means an option to purchase granted to the District in the form attached as **Schedule “A”** providing that the District may re-purchase the Lands from the Purchaser upon the terms and conditions therein provided;
- (k) “**Parkland Disposal Bylaw**” means a bylaw of the District of Ucluelet, pursuant to section 27 of the *Community Charter*, to dispose of parkland and place the proceeds of disposal to the credit of a reserve under section 188(2)(b) of the *Community Charter*;
- (l) “**Permitted Encumbrances**” means:
 - (i) the exceptions and reservations contained in the original Crown grant and charges and encumbrances that were registered against title to the Lands prior to or concurrently with the Transfer;
 - (ii) the Option to Purchase;
 - (iii) the Statutory Right of Way; and
 - (iv) any utility statutory rights of way, if required;
- (m) “**Purchase Price**” means One Dollar (\$1.00);
- (n) “**Purchaser’s Solicitors**” means CR Lawyers LLP, 1566 Peninsula Road, Ucluelet, B.C., V0R 3A0;
- (o) “**Statutory Right of Way**” means a statutory right of way under section 218 of the *Land Title Act* substantially in the form attached as **Schedule “B”** providing the District with the right to enter upon or use the Lands for storage of park-related equipment and goods;
- (p) “**Subdivision Plan**” means Reference Plan EPP132848 showing the Lands in heavy black, which is to be used to subdivide the Lands from the Park, a copy of which is attached as **Schedule “C”**; and
- (q) “**Transfer**” means a transfer in registerable form transferring the estate in fee simple of the Lands to the Purchaser.

ARTICLE 2 - PURCHASE AND SALE

- 2.1 Purchase and Sale** – The Purchaser will purchase from the District, and the District will sell to the Purchaser, the Lands, free and clear of all registered liens, charges and encumbrances, except for the Permitted Encumbrances, for the Purchase Price, on the terms and conditions of this Agreement.

2.2 Payment of Purchase Price – The Purchaser will pay the Purchase Price, adjusted in accordance with this Agreement, to the District on the Completion Date.

2.3 Valuation – The Purchaser and the District agree that the value of the Lands, for the purposes of calculating any property tax and GST that may be payable, is \$363,177.95.

ARTICLE 3- CONDITIONS PRECEDENT

3.1 Purchaser’s Condition Precedent – The transactions contemplated by this Agreement are conditional upon satisfaction of the following condition precedent, which is for the benefit of the Purchaser and may be waived by the Purchaser in its sole discretion:

- (a) on or before April 30, 2024, the Purchaser will be have satisfied itself as to the environmental condition and suitability of the Lands in their absolute discretion.

In consideration of \$10.00 non-refundable paid by the Purchaser to the District and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the District, the District agrees to remain bound by the terms and conditions of this Agreement while it remains subject to the condition precedent under this section. If the Purchaser does not give the District notice of its satisfaction or waiver of this condition precedent within the time herein provided, this Agreement will be at an end.

3.2 District’s Condition Precedent – The transactions contemplated by this Agreement are conditional upon satisfaction of the following conditions precedent, which is for the benefit of the District and may not be waived:

- (a) on or before April 30, 2024, Council of the District of Ucluelet, in its sole discretion, will have adopted the Parkland Disposal Bylaw;
- (b) on or before January 31, 2024, Council of the District of Ucluelet, in its sole discretion, will have approved of this Agreement;
- (c) on or before January 31, 2024, the District of Ucluelet will have given notice of its intention to dispose of the Lands for less than market value in accordance with sections 24 and 26 of the *Community Charter*;
- (d) on or before April 30, 2024, the District of Ucluelet will have confirmed if any utility statutory right(s) of ways are required over the Lands, and, if any are required, all parties required to sign the associated utility statutory right(s) of way will have signed them; and
- (e) on or before April 30, 2024, the District’s approving officer will have approved the Subdivision Plan.

In consideration of \$10.00 non-refundable paid by the District to the Purchaser and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Purchaser, the Purchaser agrees to remain bound by the terms and conditions of this Agreement while it remains subject to the conditions precedent under this section. If the District does not give the Purchaser notice of its satisfaction or waiver of these conditions precedent within the time herein provided, this Agreement will be at an end.

3.3 Mutual Conditions Precedent – The transactions contemplated by this Agreement are conditional upon satisfaction of the following conditions precedent, which are for the benefit of both parties and may not be waived:

- (a) on or before April 30, 2024, the Purchaser and the District will have agreed on the final form of the Statutory Right of Way; and
- (b) on or before April 30, 2024, all parties who are required to sign the application to deposit the Subdivision Plan shall have signed the application to deposit the Subdivision Plan.

The District and the Purchaser agree the conditions precedent in this section are for the benefit of both parties and may not be waived, but may be extended by mutual agreement, in writing. In consideration of \$10.00 non-refundable paid by the District to the Purchaser and by the Purchaser to the District and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties mutually agree not to revoke their acceptance of this Agreement while it remains subject to the conditions precedent under this section. If the conditions precedent in this section are not fulfilled or waived within the time provided herein, this Agreement will automatically terminate and the parties will have no further obligations to each other under this Agreement or the transaction contemplated herein.

3.4 No Derogation – Nothing contained or implied in this Agreement will impair or affect the District's rights and powers in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or any other enactment and all such powers and rights may be fully exercised in relation to the Lands as if this Agreement had not been entered into. The Purchaser acknowledges that fulfillment of the conditions precedent set out in this Article 3 may require that the approving officer for the District approve the Subdivision Plan and that such approval is within the sole discretion of the approving officer, exercised in accordance with applicable enactments, and is not in any manner subject to the provisions of this Agreement.

ARTICLE 4- TRANSFER

- 4.1 Title and Possession** – On the Completion Date, the District will convey the estate in fee simple of the Lands to the Purchaser free and clear of all liens, charges, and encumbrances except for the Permitted Encumbrances.
- 4.2 Statutory Right of Way and Option to Purchase** – On the Completion Date, the Purchaser will grant to the District the Statutory Right of Way and Option to Purchase and will cause the Statutory Right of Way and Option to Purchase to be registered against title to the Lands with priority over all financial charges and encumbrances.
- 4.3 Adjustments** – The District and the Purchaser agree that there shall be no adjustments usually the subject of adjustments between a vendor and purchaser in connection with the purchase and sale of land between the parties.
- 4.4 Closing Documents** –
- (a) No later than ten (10) days before the Completion Date, the Purchaser will cause the Purchaser’s Solicitors to deliver to the District’s Solicitors, duly executed by the Purchaser and in a form registrable in the LTO, as applicable:
 - (i) the Transfer, to be approved and executed by the District;
 - (ii) the Statutory Right of Way, to be executed by the District;
 - (iii) the Option to Purchase, to be executed by the District;
 - (iv) the District’s statement of adjustments, to be executed by the District;
 - (v) if applicable, a GST certificate indicating the Purchaser’s GST registration number; and
 - (vi) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of the Purchaser’s Solicitors for more perfectly and absolutely assigning, transferring, conveying and assuring to and vesting in the Purchaser, title to the Lands free and clear of any tenancy, judgement, lien, claim, charge, encumbrance, or legal notation other than the Permitted Encumbrances as contemplated herein.
 - (b) Before the Completion Date, the District will cause the District’s Solicitors to deliver to the Purchaser’s Solicitors the documents in section 4.4(a) above, along with:
 - (i) a certified copy of the Parkland Disposition Bylaw; and

- (ii) Form 17 to raise title to the Lands;

each executed on behalf of the District, on undertakings satisfactory to the District's Solicitors and the Purchaser's Solicitors, both acting reasonably.

4.5 Completion –

- (a) On or before the Completion Date, after receipt by the Purchaser's Solicitors of the documents and items referred to in section 4.4(b), the Purchaser will pay to the Purchaser's Solicitors, in trust, the amount payable under section 2.2.
- (b) On the Completion Date, forthwith after the payment of the amount as provided in section 4.5(a) and after receipt from the District's Solicitors of the documents under section 4.4(b), the Purchaser will cause the Purchaser's Solicitors to file in the LTO the following documents in the following order as an "all or nothing" package for registration:
 - (i) the application to deposit the Subdivision Plan;
 - (ii) the declaration attaching the certified copy of the Parkland Disposal Bylaw;
 - (iii) the Subdivision Plan;
 - (iv) Form 17 to raise title to the Lands;
 - (v) the Transfer;
 - (vi) the Statutory Right of Way; and
 - (vii) the Option to Purchase.
- (c) Upon the Purchaser's Solicitors obtaining a post-application for registration search of title to Lands that shows that in the normal course of land title office routine the Purchaser will be the registered owner in fee simple of the Lands subject only to the Permitted Encumbrances, the Statutory Right of Way and the Option to Purchase, the Purchaser shall cause the Purchaser's Solicitors to send to the District's Solicitors by WIRE TRANSFER the amount of the Purchase Price.

The requirements of this section 4.5 are concurrent requirements and this transaction will not be considered to be complete until everything required to be done by this section 4.5 is done.

- 4.6 Risk** – The Lands will be at the District’s risk until 12:01 a.m. on the Completion Date and at the Purchaser’s risk thereafter.

ARTICLE 5 - REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

- 5.1 Purchaser’s Representations, Warranties and Covenants** – The Purchaser hereby represents and warrants to the District that the following are true, and covenants with the District that the following will be true on the Completion Date:

- (a) the Purchaser has the power and capacity to enter into and carry out the transaction provided for in this Agreement;
- (b) neither the Purchaser entering into this Agreement nor the performance of its terms will result in the breach of or constitute a default under any term or provision of any enactment, indenture, mortgage, deed of trust or other agreement to which the Purchaser is bound or subject;
- (c) there is no claim, action, proceeding, or investigation pending, or to the Purchaser's knowledge threatened, against the Purchaser before any court, arbitrator, arbitration panel, administrative tribunal or agency which, if decided adversely to the Purchaser, might materially affect the Purchaser's ability to perform its obligations hereunder;
- (d) the Purchaser has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement; and
- (e) the Purchaser is a society that is duly incorporated and validly existing under its jurisdiction of incorporation, is in good standing under the legislation governing it, and has made all filings required under such legislation.

- 5.2 Acknowledgments and Agreements of the Purchaser** – The Purchaser acknowledges and agrees that:

- (a) the District sells and the Purchaser purchases the Lands on an “as is, where is” basis and condition;
- (b) the District has not made any representations, warranties, or agreements as to the condition or quality of the Lands, including as to:
 - (i) the subsurface nature or condition of the Lands (including soil type, hydrology and geotechnical quality or stability);
 - (ii) the environmental condition of the Lands (including regarding Contaminants in, on, under or migrating to or from the Lands) or

regarding the compliance of the Lands, or past or present activities on it, with any Environment Laws; or

- (iii) the suitability of the Lands for any particular use or development;
- (c) it is the sole responsibility of the Purchaser to satisfy itself with respect to the matters referred to in section 5.2(b) including by conducting any reports, tests, investigations, studies, audits and other enquiries that the Purchaser, in its sole discretion, considers prudent;
- (d) the Purchaser has not relied, and will not rely, upon any documentation or information regarding the Lands that may have been provided by or on behalf of the District to the Purchaser prior to the Purchaser's execution of this Agreement or that may be provided following such execution and the Purchaser hereby releases the District from any and all liability associated with its use or reliance upon any documentation or information provided at any time to the Purchaser by the District or any of its elected and appointed officials, employees, contractors, or agents; and
- (e) following the transfer of the Lands to the Purchaser, the Purchaser, and not the District, will be responsible for all costs and expenses normally associated with registered fee simple ownership of land, including, but not limited to, property taxes, utilities, and maintenance associated with the Lands.

5.3 Release and Indemnity – Effective from and after the Completion Date:

- (a) the Purchaser assumes and is solely responsible for, and releases the District (and its elected and appointed officials, employees, contractors, and agents) from and against, any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs (as defined in the *Environmental Management Act* (British Columbia)), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after the Completion Date, which the Purchaser or any other person has or may have arising out of or in any way related to or in connection with the Lands, including the presence of Contaminants in, on, under or migrating to or from the Lands, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants;
- (b) the Purchaser will indemnify and save harmless the District (and its elected and appointed officials, employees, contractors, and agents) from and against any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs, as defined in the *Environmental Management Act* (British Columbia), the costs of complying with any

Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after the Completion Date, which the District, or its elected or appointed officials, employees, contractors or agents, may suffer, incur, be subject to or liable for, whether brought against any one or more of them by the Purchaser or any other person, or any Governmental Authority or agency, arising out of or in any way related to or in connection with the Lands, including the presence of Contaminants in, on, under or migrating to or from the Lands, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants;

- (c) without limiting the rest of this section 5.3, for the purpose of allocation of remediation costs pursuant to the *Environmental Management Act* (British Columbia), including and after the Completion Date, the Purchaser will be, as between the District and the Purchaser, solely responsible for the costs of any mandatory or voluntary remediation of the Lands under that Act and this binds the Purchaser with respect to any allocation of remediation costs, as defined by that Act, by any procedure under that Act; and
- (d) the District has not made any representations, warranties, or agreements with the Purchaser as to whether or not any GST is payable by the Purchaser in respect of the sale of the Lands to the Purchaser.

5.4 Site Profile – The Purchaser hereby waives delivery by the District of a site profile under the *Environmental Management Act* (British Columbia).

5.5 District’s Representations, Warranties and Covenants –

- (a) The District hereby represents and warrants to the Purchaser that, to the best of the District’s knowledge, the following are true, and covenants with the Purchaser that from the date of this Agreement that the following will be true on the Completion Date:
 - (i) on the Completion Date, the District will not have any indebtedness to any person, business, company, or Governmental Authority which by operation of law or otherwise then constitutes a lien, charge, or encumbrance on the Lands or which could affect the right of the Purchaser to own, occupy, and obtain revenue from the Lands and/or the Food Bank, except for the Permitted Encumbrances;
 - (ii) there is no claim or litigation pending or, to the actual knowledge of the District (without any investigation), threatened with respect to the Lands, and/or the occupancy or use thereof which could affect the right of the Purchaser to own, occupy, and obtain revenue therefrom and/or

the ability of the District to perform its obligations under this Agreement;

ARTICLE 6 - MISCELLANEOUS

- 6.1 Fees and Taxes** – The Purchaser will pay, as and when due and payable:
- (a) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) in connection with the sale of the Lands to the Purchaser;
 - (b) LTO registration fees in connection with the registration of the Transfer, Statutory Right of Way, Option to Purchase, and mortgage (if applicable);
 - (c) its own legal fees and disbursements, with the District being responsible for its own legal fees and disbursements;
 - (d) any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Lands to the Purchaser and any other amount payable by the Purchaser under this Agreement, with the Purchaser and the District agreeing that the Purchase Price does not include GST; and
 - (e) fees incurred by the District or the District’s Solicitors associated with the transfer of funds from the Purchaser or their solicitors to the District or their Solicitors by wire transfer.
- 6.2 GST** – The Purchaser represents that the Purchaser is not registered under the *Excise Tax Act* (Canada) for the purposes of the GST, and the Purchaser shall, on the Completion Date, pay to the District the GST payable in respect of the purchase of the Lands. The Purchaser shall indemnify and save harmless the District from and against any and all claims, demands, actions, or causes of action and all losses, costs, liabilities, and expenses that may be suffered or incurred by the District in respect of any GST payable in respect of the sale of the Lands.
- 6.3 Preparation of Conveyancing Documents** – The Purchaser will, at its expense, prepare all necessary conveyancing documentation, including the Transfer.
- 6.4 Access** – The Purchaser, its agents and employees have a licence to enter upon the Lands from time to time prior to the Completion Date, at the Purchaser’s sole risk and expense, for the purpose of making inspections, surveys, tests and studies of the Lands. The Purchaser agrees to:
- (a) release and indemnify, and hold harmless, the District from and against any and all actions, causes of actions, liability, demands, losses, costs, and expenses (including legal fees and disbursements) which the District or any third party may suffer, incur, be subject to or liable for, arising out of or in any

way related to or in connection with the exercise by the Purchaser of its rights under this section 6.4; and

- (b) with respect to carrying out the described purpose, leave the Lands in the same condition as that in which the Purchaser found the Lands, including by removing any equipment, refuse or other matter brought onto the Lands by the Purchaser or its agents or contractors.

6.5 Further Assurances – The parties will execute and deliver all such further documents, deeds and instruments, and do and perform such other acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

6.6 Notice – Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a “Notice” under this section) which may be or is required to be given under this Agreement will be in writing and be delivered or sent by email transmission as follows:

- (a) To the Purchaser:

Food Bank on the Edge
160 Seaplane Base Road
Box 1146
Ucluelet, British Columbia, V0R 3A0

Email Address: foodbankedge@gmail.com
Attention: Food Bank on the Edge Society

And

Email Address: cmartinashbee@gmail.com
Attention: Cris Martin

With a copy to the Purchaser’s Solicitors:

CR Lawyers LLP
1566 Peninsula Road
Ucluelet, British Columbia, V0R 3A0

Email Address: cstewart@crlawyers.ca
Attention: Craig Stewart

- (b) To the District:

District of Ucluelet
200 Main Street

Ucluelet, British Columbia, V0R 3A0

Email Address: jrotenberg@ucluelet.ca

Attention: Joseph Rotenberg

With a copy to the District's Solicitors:

Young, Anderson

1616 – 808 Nelson Street

Vancouver, British Columbia, V6Z 2H2

Email Address: grochenkov@younganderson.ca

Attention: Serge Grochenkov

or to such other address or email address of which notice has been given as provided in this section. Any Notice that is delivered is to be considered given on the day it is delivered and any Notice sent by email is to be considered delivered on the day it is sent, except that if, in either case, that day is not a Business Day, the Notice is considered to be given on the next Business Day.

6.7 No Effect on Powers – For clarity, this Agreement does not, and nothing herein will:

- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this Agreement create or give rise to, nor do the parties intend this Agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
- (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Purchaser or the Lands; or
- (c) relieve the Purchaser from complying with any common law or any statute, regulation, bylaw or other enactment.

6.8 Time of Essence – Time is of essence in this Agreement and the conveyance and transfer for which it provides.

6.9 Interpretation – In this Agreement:

- (a) all dollar amounts referred to in this Agreement are Canadian dollars;
- (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the term “enactment” has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
- (f) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement and any Schedules to this Agreement form part of this Agreement; and
- (g) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

6.10 Tender – Any tender of documents or money may be made upon the parties at their respective addresses set out in this Agreement or upon their respective solicitors.

6.11 Entire Agreement – This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other representations, warranties, promises and agreements regarding its subject except as otherwise contemplated herein.

6.12 Assignment – The District and the Purchaser agree that the Purchaser shall not assign this Agreement to any person without the prior written consent of the District, which consent may be withheld in the District’s sole discretion.

6.13 Schedules – The following are Schedules to this Agreement and form an integral part of this Agreement:

- Schedule A – Option to Purchase
- Schedule B – Statutory Right of Way
- Schedule C – Subdivision Plan

6.14 Modification – This Agreement may not be modified except by an instrument in writing signed by the parties, except that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.

6.15 Governing Law – This Agreement will be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada as applicable.

- 6.16 Non-Merger** – None of the provisions of this Agreement will merge in the transfer of the Lands or any other documents delivered on the Completion Date and the provisions of this Agreement will survive the completion of the purchase and sale transaction under this Agreement.

This area is intentionally left blank.

- 6.17 Counterparts** – This Agreement may be executed in multiple counterparts, each of which is deemed to be an original and all of which together constitute one and the

same agreement.

As evidence of their agreement to be bound by the above terms and conditions, the parties have executed this Agreement below on the dates set out below.

DISTRICT OF UCLUELET

by its authorized signatory(ies):

Signature: _____

Name: _____

Position: _____

Date: _____

Signature: _____

Name: _____

Position: _____

Date: _____

FOOD BANK ON THE EDGE (Inc. No. S0043237)

by its authorized signatory(ies):

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

SCHEDULE "A"

[Option to Purchase begins on subsequent page.]

TERMS OF INSTRUMENT – PART 2

OPTION TO PURCHASE

THIS AGREEMENT dated for reference November 10, 2023, is

BETWEEN:

DISTRICT OF UCLUELET

200 Main Street
Ucluelet, B.C., V0R 3A0

(the “**District**”)

AND:

FOOD BANK ON THE EDGE (Inc. No. S0043237)

160 Seaplane Base Road
Box 1146
Ucluelet, B.C., V0R 3A0

(the “**Owner**”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of the lands, and all improvements thereto, legally described in Item 2 of Part 1 of the *Land Title Act* Form C attached to and forming part of this Agreement (the “**Lands**”); and
- B. Pursuant to a Purchase and Sale Agreement between the Owner and the District dated for reference November 10, 2023, the District agreed to sell the Lands to the Owner on the condition that the Owner grant to the District an option to re-purchase the Lands on the terms set out in this Agreement.

THIS AGREEMENT IS EVIDENCE that in consideration of the promises exchanged below and other good and valuable consideration (the receipt and sufficiency of which the Owner acknowledges), the Owner and the District covenant and agree with each other as follows:

ARTICLE 1 – DEFINITIONS

1.1 Definitions – In this Agreement, in addition to the words defined in the recitals:

- (a) “**Building**” means the building or buildings on the Lands, if any;

- (b) **“Business Day”** means a day other than a Saturday, Sunday, or statutory holiday in B.C.;
- (c) **“District’s Solicitors”** means Young, Anderson;
- (d) **“Completion Date”** means the date set out in section 4.3;
- (e) **“Contaminants”** means:
 - (i) as defined in the *Environmental Management Act* (British Columbia), any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Laws;
- (f) **“Environmental Law”** means any past, present or future common law or principle, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health;
- (g) **“food bank”** means a non-profit organization that operates with the exclusive intent of feeding the hungry;
- (h) **“Governmental Charges”** includes all taxes, customs, duties, rates, levies, assessments, re-assessments and other charges, together with all penalties, interests and fines with respect thereto, payable to any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission, domestic or foreign;
- (i) **“GST”** means any tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or replaced from time to time, including for certainty, goods and services tax;
- (j) **“GST Certificate”** means the certificate referred to in section 5.4;

- (k) **“Lands”** means the lands in the District of Ucluelet, British Columbia legally described in item 2 of the *Land Title Act* Form C to which this Agreement is attached;
- (l) **“LTO”** means the appropriate land title office;
- (m) **“Option”** means the option to purchase the Lands and the Building granted by the Owner to the District under section 2.1;
- (n) **“Option Price”** means the option price in the amount of One Dollar (\$1.00);
- (o) **“Owner”** includes the successors in title of the Owner;
- (p) **“Owner’s Solicitors”** means CR Lawyers LLP;
- (q) **“Permitted Encumbrances”** means the exceptions and reservations contained in the original Crown grant and charges and encumbrances that were registered against title to the Lands prior to or concurrently with the registration of this Agreement;
- (r) **“Purchase Price”** means One Dollar (\$1.00); and
- (s) **“Transfer”** means a transfer in registrable form transferring the estate in fee simple of the Lands to the District.

ARTICLE 2 – GRANT OF OPTION

- 2.1 Grant of Option** – In consideration of the payment of the Option Price by the District to the Owner, the Owner hereby grants to the District the sole, exclusive, and irrevocable option to purchase the Lands, including the Building and all improvements whether installed or placed by the Owner or otherwise, free and clear of all liens, charges, and encumbrances, except for the Permitted Encumbrances. The District will pay the Option Price to the Owner upon full and final registration of this Agreement in the LTO. For clarity, the Owner agrees that the Owner will receive no additional compensation for any Building or improvements that the Owner may have installed or placed on the Lands, even if such installation was performed at the Owner’s expense.

ARTICLE 3 – EXERCISE OF OPTION

- 3.1 Exercise of Option** – Subject to section 3.2, the District may exercise the Option at any time following the date of registration of this Agreement in the LTO (the “**Registration Date**”) by delivering notice of the exercise of the Option to the Owner.
- 3.2 Restriction on Exercise of Option** – Notwithstanding section 3.1, the District may not exercise the Option:
- (a) unless the Lands are not being used for the purposes of operating a food bank for a consecutive period of six (6) months;
 - (b) unless the Owner fails to maintain the Lands and the Building, including any improvements, in a good state of maintenance and repair as determined by the District in its sole discretion acting reasonably; or
 - (c) until 12:01 a.m. on the 20th anniversary of the Registration Date.
- 3.3 Non-Exercise of Option** – If the Option is not exercised within 80 years following the Registration Date or the maximum perpetuity period allowed for the Option by the *Perpetuity Act* (British Columbia), whichever is later, the Option and this Agreement will be null and void and no longer binding on the Owner, and the District will, on request by the Owner, execute a release of this Agreement so as to discharge this Agreement from title to the Lands, which release shall be prepared and registered by and at the expense of the Owner.

ARTICLE 4 – COMPLETION

- 4.1 Binding Agreement** – If the District exercises the Option, this Agreement will become a binding contract for the purchase and sale of the Lands and the Building on the terms and conditions of this Agreement and the Owner covenants and agrees to transfer and convey the estate in fee simple of the Lands and the Building to the District in accordance with the terms and conditions of this Agreement.
- 4.2 Purchase and Sale** – If the District exercises the Option, the District will purchase from the Owner, and the Owner will sell to the District, the Lands, including all the improvements thereon and the Building, for the Purchase Price on the Completion Date.
- 4.3 Completion Date** – If the District exercise the Option under Article 3, the Completion Date will be the date that is twenty-eight (28) days after the date on which the District exercises the Option, except if that date is not a Business Day then the Completion Date will be the next Business Day.
- 4.4 Title and Possession** – On the Completion Date, the Owner will:

- (a) transfer and convey the Building and the estate in fee simple of the Lands to the District free and clear of all liens, claims, charges, encumbrances, and legal notations, except for the Permitted Encumbrances; and
- (b) give vacant possession of the Building and the Lands to the District, subject only to the Permitted Encumbrances.

4.5 Adjustments – All adjustments to the Purchase Price in respect of the Lands, both incoming and outgoing, usually the subject of adjustments between a vendor and a purchaser in connection with the purchase and sale of land, including adjustments of property taxes, utilities, and rents, must be made up to and including the Completion Date.

4.6 Risk – The Lands will be at the Owner’s risk until 12:01 a.m. on the Completion Date and at the District’s risk thereafter.

ARTICLE 5 – CLOSING PROCEDURE

5.1 Closing Documents – No later than five (5) days before the Completion Date, the District must cause the District’s Solicitors to deliver to the Owner’s solicitors, duly executed by the District and in registerable form where applicable:

- (a) the Transfer, to be approved and executed by the Owner;
- (b) a statutory declaration of the Owner certifying that the Owner is not a “non-resident” within the meaning under the *Income Tax Act* (Canada), to be executed by the Owner;
- (c) the Owner’s statement of adjustments, to be executed by the Owner;
- (d) the GST Certificate; and
- (e) such further deeds, acts, things, certificates, and assurances as may be required in the reasonable opinion of the District’s solicitors, for more perfectly and absolutely assigning transferring, conveying and assuring to the District fee simple title to the Lands free and clear of all liens, charges, and encumbrances, other than the Permitted Encumbrances.

Before the Completion Date, the Owner’s Solicitors will return to the District’s Solicitors all of the documents delivered to the Owner pursuant to this section, each duly executed by the Owner as provided for in this section.

5.2 Completion – On the Completion Date, the District will cause the District’s Solicitors to apply to the LTO to register the Transfer and upon the District’s Solicitors being satisfied after such application that there are no transfers, liens, charges, or encumbrances, other

than the Transfer and the Permitted Encumbrances, registered or pending registration against title to the Lands, the District will cause the District's Solicitors to deliver a solicitor's trust cheque in the amount of the Purchase Price adjusted as provided for herein payable to the Owner's Solicitors, in trust.

The parties agree that all the requirements of this section are concurrent requirements and that the transaction of purchase and sale contemplated under this Agreement will not be considered to be complete until everything required to be done by this section is done.

5.3 Fees and Taxes – The District shall pay, as and when due and payable:

- (a) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) in respect of the Transfer;
- (b) LTO registration fees in connection with the registration of the Transfer; and
- (c) its own legal fees and disbursements, with the Owner being responsible for its own legal fees and disbursements.

5.4 GST Certificate – The District will give the Owner a certificate, in the form attached as Appendix A, confirming that the District is registered for GST purposes under the *Excise Tax Act* (Canada) and confirming that the District will remit directly all GST payable in respect of the transfer and conveyance of the Lands to the District.

5.5 Preparation of Documents and Clearing Title – The District will, at its expense, prepare all necessary conveyancing documentation, including the Transfer. The Owner will, at its expense, clear title to the Lands, subject only to the Permitted Encumbrances.

5.6 Access – The District, and its contractors, agents, advisors and employees, have a licence, exercisable on forty-eight (48) hours' prior written notice to the Owner, to enter on the Lands from time to time prior to the Completion Date, at the District's sole risk and expense, for the purpose of making such inspections, surveys, tests, studies and investigations on the Lands as the District may reasonably require and in so doing the District will indemnify and hold harmless the Owner of all costs, charges, expenses, liens, losses or demands suffered as a result of the District's exercise of its rights under this section 5.6.

ARTICLE 6 – OWNER'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

6.1 Owner's Representations and Warranties – The Owner represents and warrants to the District that, to the best of the Owner's knowledge, the following are true and covenants with the District that the following will be true on the Completion Date:

- (a) the Owner has the legal capacity, power and authority to perform all of the Owner's obligations under this Agreement;
- (b) the Owner has good and marketable legal and beneficial title to the Lands, free and clear of all liens, claims, charges, encumbrances and legal notations, statutory or otherwise, except for the Permitted Encumbrances;
- (c) the Owner is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (d) the Owner has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the sale and transfer of the Lands by the Owner to the District;
- (e) except as otherwise disclosed to the District, there is no action, suit, claim, litigation or proceeding pending or to the Owner's knowledge threatened against the Owner or in respect of the Lands or the use or occupancy of the Lands before any court, arbitrator, arbitration panel or administrative tribunal or agency that, if decided adversely to the Owner, might materially affect the Owner's ability to perform any of the Owner's obligations under this Agreement and no state of facts exist that could constitute the basis of any such action, suit, claim, litigation or proceeding;
- (f) neither the Owner entering into this Agreement nor the performance by the Owner of the terms hereof will result in the breach of or constitute a default under any term or provision of any instrument, mortgage, deed of trust, lease, document or agreement to which the Owner is bound or subject;
- (g) there is no present or future obligation to construct or provide, or to pay any amount to any person in connection with, off-site services, utilities or similar services in connection with the Building or the Lands;
- (h) the Owner has complied with all Environmental Laws in its use of the Lands and, during the period that the Owner has owned the Lands, the Owner has not caused or permitted any Contaminants to be introduced other than in accordance with applicable laws;
- (i) there is no liability, contingent or otherwise, for Governmental Charges in respect of the Lands;
- (j) the Owner is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has made all necessary filings required by such laws;

- (k) there are no debts due or owing for any work, labour, service or materials provided to or performed on the Lands under which a lien or charge has arisen or could arise under the *Builders Lien Act* (British Columbia).

6.2 Owner's Covenants – The Owner covenants and agrees that it will, from and after the Registration Date to the Completion Date:

- (a) take all reasonable care to protect and safeguard the Lands and operate and otherwise deal with the Lands as a careful and prudent owner would do and in such a manner that the Owner's representations and warranties under this Agreement remain true and correct;
- (b) not use or permit to be used all or any part of the Lands for the sale, storage, manufacture, handling, disposal, use or any other dealing with any Contaminants, including the placement on the Lands of any fill containing any Contaminants;
- (c) strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Lands; and
- (d) maintain in full force and effect insurance coverage in respect of the Lands against such risk and to such limits as are in accordance with prudent business practice and suitable to the Lands.

6.3 Owner's Indemnity – The Owner agrees to indemnify and save harmless the District and its elected officials, officers, employees, agents, and others from all losses, actions, demands, claims, expenses and harm of any kind which the District or its elected officials, officers, employees, agents or others may directly or indirectly suffer in relation to environmental contamination of or from the Lands caused or occurring before the Completion Date, and this indemnity will survive the transfer of the Lands to the District.

6.4 No Encumbrances – The Owner shall not grant or register or permit any new encumbrances of any kind on the Lands which affect or may affect the Lands unless the Owner has obtained the prior written consent of the District to such encumbrance, with such consent being in the sole discretion of the District.

ARTICLE 7 – GENERAL

7.1 Currency and Payment Obligations – All dollar amounts referred to in this Agreement are Canadian dollars.

7.2 Time – Time is of essence of this Agreement and the conveyance and transfer for which it provides.

- 7.3 Tender** – Any tender of documents or money may be made upon the parties at their respective addresses set out in this Agreement or upon their respective solicitors.
- 7.4 Joint and Several Liability** – If at any time more than one person (as defined in the *Interpretation Act* (British Columbia)) owns the Lands, each of those persons will be jointly and severally liable for all of the obligations of the Owner under this Agreement.
- 7.5 Equitable Remedies** – The Owner acknowledges that a breach of its obligation to convey and transfer the Lands to the District subject only to the Permitted Encumbrances will result in loss to the District and that the District may not be adequately compensated for such loss by monetary award. Accordingly, in the event of any such breach, in addition to all of the remedies available to the District, at law or in equity, the Owner agrees that the District will be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of specific performance or other equitable remedies, as may be appropriate to ensure compliance with the provisions of this Agreement.
- 7.6 Notice** – Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a “Notice” under this section) which may be or is required to be given under this Agreement will be in writing and be delivered as follows:

(a) To the Owner:

Food Bank on the Edge
160 Seaplane Base Road
Box 1146
Ucluelet, British Columbia, V0R 3A0

With a copy to the Owner’s Solicitors:

CR Lawyers LLP
1566 Peninsula Road
Ucluelet, British Columbia, V0R 3A0

(b) To the District:

District of Ucluelet
200 Main Street
Ucluelet, British Columbia, V0R 3A0

Attention: Municipal Clerk

With a copy to the District’s Solicitors:

Young, Anderson
1616 – 808 Nelson Street

Vancouver, British Columbia, V6Z 2H2

or to such other address or email address of which notice has been given as provided in this section. Any Notice that is delivered is to be considered given on the day it is delivered and any Notice sent by email is to be considered delivered on the day it is sent, except that if, in either case, that day is not a Business Day, the Notice is considered to be given on the next Business Day.

- 7.7 Survival of Representations and Warranties** – All representations, warranties, covenants, and agreements made by the parties will survive the Completion Date and the transfer of the Lands to the District.
- 7.8 Entire Agreement** – This Agreement is the entire Agreement between the parties regarding its subject and it terminates and supersedes all representations, warranties, promises and agreements regarding its subject except as otherwise contemplated herein.
- 7.9 Benefit** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
- 7.10 Runs with the Lands** – Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and an option to purchase in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the successors in title to the Lands until discharged by an instrument in writing duly executed by the District and filed at the appropriate Land Title Office. This Agreement burdens and charges all of the Lands and any parcel into which the Lands are subdivided by any means and any parcel into which the Lands are consolidated (including by removal of interior parcel boundaries) and shall be extended, at the Owner's cost, to burden and charge any land consolidated with the Lands.
- 7.11 Further Assurances** – Each of the parties hereto shall, with reasonable diligence, do all such things and provide all such reasonable assurances and assistance as may be required to consummate the transactions contemplated hereby and each such party shall provide such further documents or instruments required by any other party as may reasonably be necessary or desirable to give effect to the terms and purpose of this Agreement and carry out its provisions, before or after the Completion Date.
- 7.12 No Public Law Duty** – Whenever in this Agreement the District is required or entitled by the terms hereof 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 Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application.
- 7.13 Governing Law** – This Agreement will be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada as applicable.

7.14 No Effect on Powers – For clarity, this Agreement does not, and nothing herein will:

- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this Agreement create or give rise to, nor do the parties intend this Agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
- (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
- (c) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

7.15 Interpretation – In this Agreement:

- (a) all dollar amounts referred to in this Agreement are Canadian dollars;
- (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the term “enactment” has the meaning given to it under the Interpretation Act (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
- (f) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement and any Schedules to this Agreement form part of this Agreement; and
- (g) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

7.16 Modification – This Agreement may not be modified except by an instrument in writing signed by the parties, except that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.

- 7.17 Priority** – The Owner agrees to do everything necessary, at the Owner’s expense, to ensure that this Agreement is registered against title to the Lands 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 Agreement.
- 7.18 Waiver** – No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 7.19 Appendices** – The Appendices to this Agreement form an integral part of this Agreement.
- 7.20 Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 7.21 Counterparts** – This Agreement may be executed in multiple counterparts, each of which is to be deemed to be an original and all of which together constitute one and the same Agreement.

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

APPENDIX A**GST DECLARATION**

To: FOOD BANK ON THE EDGE, INC. NO. S0043237 (the “**Owner**”)

Re: An agreement between the Owner and the District of Ucluelet (the “**Purchaser**”) being an Option to Purchase dated for reference November 10, 2023 (the “**Agreement**”) in respect of the sale and purchase of the Lands, as defined in the Agreement (the “**Property**”)

The Purchaser hereby agrees with the Owner that:

1. The Purchaser is registered under Subdivision d of Division V of Part IX of the *Excise Tax Act (Canada)* (“**ETA**”) for the collection and remittance of goods and services tax (“**GST**”) and its registration number is 106985633 RT0001.
2. The Purchaser will remit directly to the Receiver General of Canada any GST payable, and file the prescribed Form 60 pursuant to subsection 228(4) of the ETA, in connection with the sale and conveyance of the Property.
3. The Purchaser hereby indemnifies and saves harmless the Owner from any GST, penalty, interest or other amounts which may be payable by or assessed against the Owner under the *ETA* as a result of, or in connection with, the Owner’s failure to collect and remit any GST applicable on the sale, and conveyance of the Property to the Purchaser.

Declaration continues on next page.

4. The Property transferred pursuant to the Agreement:
- (a) is being purchased by the Purchaser as principal for its own account and is not being purchased by the Purchaser as an agent, trustee, or otherwise on behalf of or for another person; and
 - (b) does not constitute a supply of a residential complex made to an individual for the purposes of section 221(2) of the ETA.

Dated this _____ day of _____, 20____.

DISTRICT OF UCLUELET

by its authorized signatory(ies):

Signature: _____

Name: _____

Position: _____

Signature: _____

Name: _____

Position: _____

SCHEDULE "B"

[Statutory Right of Way begins on subsequent page.]

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY

THIS AGREEMENT dated for reference November 10, 2023, is

BETWEEN:

DISTRICT OF UCLUELET

200 Main Street
Ucluelet, B.C., V0R 3A0

(the “**District**”)

AND:

FOOD BANK ON THE EDGE (Inc. No. S0043237)

160 Seaplane Base Road
Box 1146
Ucluelet, B.C., V0R 3A0

(the “**Owner**”)

RECITALS:

- A. The Owner is the registered owner in fee simple of the lands, and all improvements thereto, legally described in Item 2 of Part 1 of the *Land Title Act* Form C attached to and forming part of this Agreement (the “**Lands**”);
- B. Pursuant to a Purchase and Sale Agreement between the Owner and the District dated for reference November 10, 2023, the District agreed to sell the Lands to the Owner on the condition that the Owner grant to the District a statutory right of way in respect of the Lands on the terms set out in this Agreement;
- C. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, enables the Owner to grant in favour of the District an easement without a dominant tenement to be known as a statutory right of way;
- D. The District requires and the Owner has agreed to permit the District to access the Right of Way Area, as hereinafter defined, to bring onto, store, and remove vehicles and materials, and to grant for that purpose the Statutory Right of Way hereinafter mentioned; and

- E. This statutory right of way is necessary for the operation and maintenance of the District's undertaking.

THIS AGREEMENT is evidence that, pursuant to s. 218 of the *Land Title Act* and for the consideration described in this Agreement, the Owner grants to and covenants with the District as follows:

Statutory Right of Way

1. Pursuant to section 218 of the *Land Title Act*, the Owner hereby grants, conveys, and confirms to the District, in perpetuity, the full, free, and uninterrupted right, licence, liberty, easement, and right of way (the "**Statutory Right of Way**") for the District, its officers, employees, contractors, volunteers, and agents, in common with the Owner, at all times hereafter from time to time at their will and pleasure to enter, go, be on, pass, and repass, with or without vehicles, personal property, and equipment, upon, over, under, and across the Lands (the "**Right of Way Area**") to:
 - (a) have unobstructed access to and from the Right of Way Area, with or without vehicles, at any and all times;
 - (b) trim or cut down any tree or other growth on the Right of Way Area that, in the opinion of the District, constitutes or may constitute a danger, impairment, or obstruction to those persons from the District using the Right of Way Area; and
 - (c) bring on, store upon, and remove from the Right of Way Area all vehicles, equipment, machinery, materials, or other moveable property of any description that the District desires in its sole discretion.

2. The Owner hereby covenants and agrees with the District:
 - (a) not to deposit or place garbage, debris, or other material on the Right of Way Area;
 - (b) not to place, install, or construct any building, structure, mobile or manufactured home, or other improvement (including any paving walls or fences) on the Right of Way Area other than structures or improvements approved in any applicable permit or otherwise approved by the District in writing;
 - (c) not to permit any building, construction, structure, or other improvement to overhang the Right of Way Area, without the District's written approval;
 - (d) not to plant or install any trees in any portion of the Right of Way Area without the written consent of the District;
 - (e) not to do or permit to be done any act or thing that, in the opinion of the District, might interfere with, injure, impair the operating efficiency of, or obstruct access

- to or the use of, the Right of Way Area or the rights granted under this Agreement except as permitted in this Agreement;
- (f) not to diminish or increase the soil cover over the Right of Way Area without the written consent of the District;
 - (g) not to carry on blasting on the Right of Way Area without the District's approval;
 - (h) not to prevent reasonable access by the District to the Right of Way Area;
 - (i) to permit the District to bring on to the Right of Way Area all material and equipment, including motor vehicles, it requires or desires for the use of the Right of Way Area pursuant to this Agreement; and
 - (j) that the District is entitled to peaceably hold and enjoy the rights, liberties, and statutory right of way hereby granted without hindrance, molestation, or interruption by the Owner or any person, firm, or corporation claiming by, through, under, or in trust for the Owner.
3. No right herein granted to or reserved by the District requires the District to clean, repair, or maintain the Right of Way Area, except as expressly provided herein.
 4. The Owner hereby covenants and agrees with the District:
 - (a) at the District's request and expense, to do or cause to be done all acts necessary to grant priority to this Statutory Right of Way over all financial charges which are registered, or pending registration, against title to the Lands, in the Land Title Office, save and except those as have been approved in writing by the District or have been granted in favour of the District; and
 - (b) at the District's request and expense, to do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances, and assurances whatsoever for better assuring to the District the rights, liberties, and Statutory Right of Way hereby granted.

General

5. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a statutory right of way granted under section 218 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the successors in title to the Lands until discharged by an instrument in writing duly executed by the District and filed at the appropriate Land Title Office. This Agreement burdens and charges all of the Lands and any parcel into which the Lands are subdivided by any means and any parcel into which the Lands are consolidated (including by removal

of interior parcel boundaries) and shall be extended, at the Owner's cost, to burden and charge any land consolidated with the Lands.

6. No waiver of default by either party is effective unless expressed in writing by the party waiving default, and no condoning, overlooking, or excusing by either party of a previous default of the other is to be taken to operate as a waiver of any subsequent default or continuing default, or to in any way defeat or affect the rights and remedies of the non-defaulting party.
7. This Agreement does not:
 - (a) affect or limit the discretion, rights, duties, or powers of the District under the common law or any statute, bylaw, or other enactment;
 - (b) affect or limit the common law or any statute, bylaw, or other enactment applying to the Lands; or
 - (c) relieve the Owner from complying with the common law or any statute, bylaw, or other enactment.
8. Any notice to be given pursuant to this Agreement must be in writing and may be delivered personally or sent by prepaid mail. The addresses of the District for the purpose of notice is the address hereinbefore set out, and the address of the Owner is the address on record for the owner of the Lands at 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 mailed, it is to be deemed given 5 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 must do so by personal delivery as provided in this section. Any 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 address therein specified is to be deemed to be the address of such party for the giving of notice.
9. If any section, subsection, sentence, clause, or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement.
10. No amendment of this Agreement is valid or binding unless in writing and executed by the parties.
11. This Agreement shall be governed and construed in accordance with the laws of British Columbia.

12. This Agreement shall enure to the benefit of the parties and their respective successors and assigns, as the case may be.
13. In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) reference to a particular numbered section is a reference to the correspondingly numbered section of this Agreement;
 - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (d) reference to any enactment includes any regulations, orders, or directives made under the authority of that enactment;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
 - (f) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
 - (g) time is of the essence;
 - (h) all provisions are to be interpreted as always speaking;
 - (i) reference to a “party” is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators, and receivers;
 - (j) reference to a “day” or “year” is a reference to a calendar day or calendar year, as the case may be, unless otherwise expressly provided; and
 - (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.
14. This Agreement may be executed in multiple counterparts, each of which is to be deemed to be an original and all of which together constitute one and the same Agreement, and this Agreement may be executed by the parties and transmitted by fax or scanned and emailed and, if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on Part 1 of the Form C to which this Agreement is attached and that forms part of this Agreement.

END OF DOCUMENT

SCHEDULE "C"

[Subdivision Plan begins on subsequent page.]

PLAN EPP132848

REFERENCE PLAN TO ACCOMPANY BY-LAW No. 1334 (DISTRICT OF UCLUELET) CANCELING A PORTION OF PARK SHOWN DEDICATED ON PLAN VIP76147, DISTRICT LOT 284, CLAYOQUOT DISTRICT

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT AND SECTION 27 OF THE COMMUNITY CHARTER
BCGS 92C.093



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 432 mm IN HEIGHT (C-SIZE) WHEN PLOTTED AT A SCALE OF 1:1000

GRID BEARINGS ARE DERIVED FROM DIFFERENTIAL DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 (123° WEST LONGITUDE).

THE UTM ZONE 10 COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS USING THE PRECISE POINT POSITIONING SERVICE OF NATURAL RESOURCES CANADA.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE NOTED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 1.0000318. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 8 METRES.

LEGEND

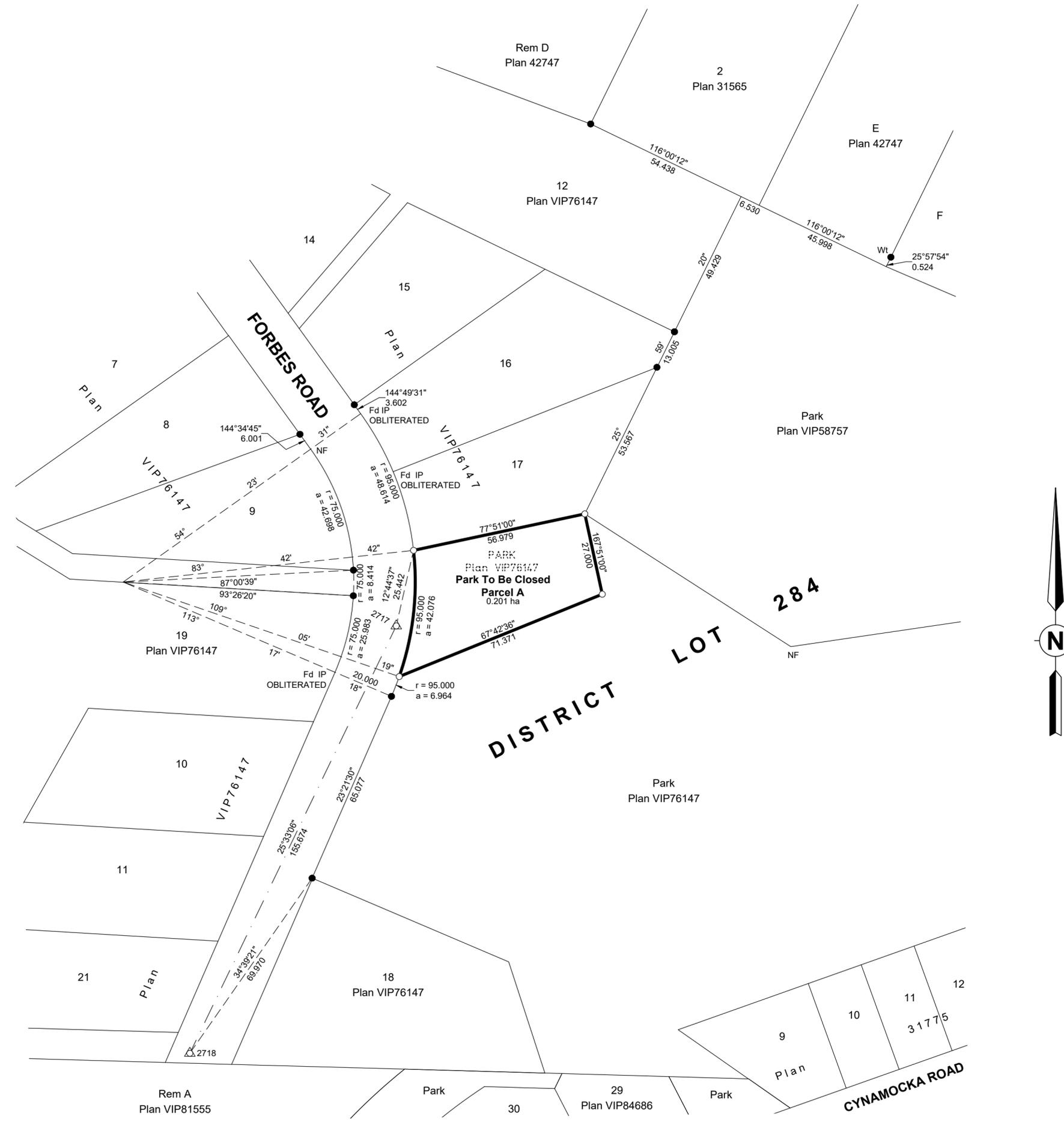
- | | | |
|-------|--------|----------------------|
| FOUND | PLACED | |
| ● | ○ | GNSS CONTROL STATION |
| | ○ | STANDARD IRON POST |
| Fd | | FOUND |
| ha | | HECTARE |
| IP | | STANDARD IRON POST |
| NF | | NOTHING FOUND |
| Wt | | WITNESS |

GEOREFERENCE CONTROL STATIONS UTM ZONE 10, NAD83 (CSRS) EPOCH 1997.0 (VANCOUVER ISLAND)			
CONTROL STATION	UTM NORTHING	UTM EASTING	ABSOLUTE ACCURACY
2717	5424325.483	312292.387	0.03
2718	5424185.030	312225.239	0.04

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S). SOME POSTS ARE EXAGGERATED FOR CLARITY.

THIS PLAN LIES WITHIN THE ALBERNI-CLAYOQUOT REGIONAL DISTRICT.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 13th DAY OF OCTOBER, 2023
TYSON QUOCKSISTER, BCLS #901



PLAN EPP132848

REFERENCE PLAN TO ACCOMPANY BY-LAW No. 1334 (DISTRICT OF UCLUELET) CANCELING A PORTION OF PARK SHOWN DEDICATED ON PLAN VIP76147, DISTRICT LOT 284, CLAYOQUOT DISTRICT

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT AND SECTION 27 OF THE COMMUNITY CHARTER
BCGS 92C.093



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 432 mm IN HEIGHT (C-SIZE) WHEN PLOTTED AT A SCALE OF 1:1000

GRID BEARINGS ARE DERIVED FROM DIFFERENTIAL DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 (123° WEST LONGITUDE).

THE UTM ZONE 10 COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS USING THE PRECISE POINT POSITIONING SERVICE OF NATURAL RESOURCES CANADA.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE NOTED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 1.0000318. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 8 METRES.

LEGEND

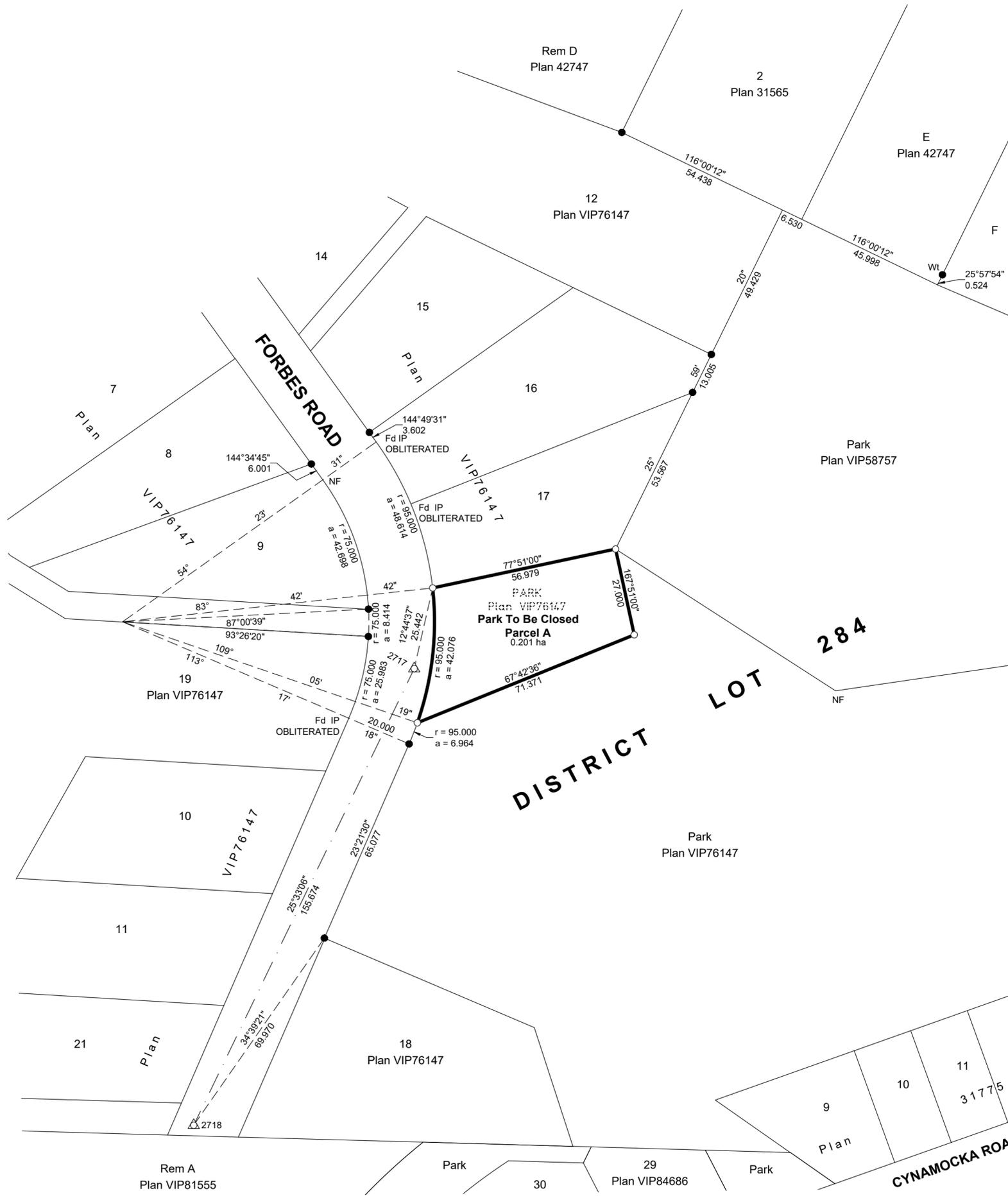
- | | | |
|-------|--------|----------------------|
| FOUND | PLACED | |
| ● | ○ | GNSS CONTROL STATION |
| | ○ | STANDARD IRON POST |
| Fd | | FOUND |
| ha | | HECTARE |
| IP | | STANDARD IRON POST |
| NF | | NOTHING FOUND |
| Wt | | WITNESS |

GEOREFERENCE CONTROL STATIONS UTM ZONE 10, NAD83 (CSRS) EPOCH 1997.0 (VANCOUVER ISLAND)			
CONTROL STATION	UTM NORTHING	UTM EASTING	ABSOLUTE ACCURACY
2717	5424325.483	312292.387	0.03
2718	5424185.030	312225.239	0.04

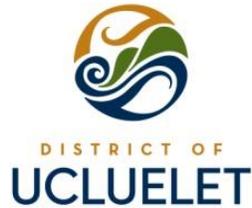
THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S). SOME POSTS ARE EXAGGERATED FOR CLARITY.

THIS PLAN LIES WITHIN THE ALBERNI-CLAYOQUOT REGIONAL DISTRICT.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 13th DAY OF OCTOBER, 2023
TYSON QUOCKSISTER, BCLS #901



Introduction of District of Ucluelet Parkland Disposal Bylaw No. 1334, 2...



REPORT TO COUNCIL

Council Meeting: January 23, 2024
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOHN TOWGOOD, MUNICIPAL PLANNER

FILE NO: 3360-20 RZ24-01

SUBJECT: ZONING AMENDMENT FOR A FORBES ROAD FOOD BANK

REPORT No: 24-07

ATTACHMENT(S): APPENDIX A – DISTRICT OF UCLUELET ZONING AMENDMENT BYLAW NO. 1336, 2024

RECOMMENDATION(S):

THAT Council, with regard to a zoning change to allow a food bank on a proposed parcel located within a portion of Tugwell Fields Park:

1. Give first and second reading to District of Ucluelet Zoning Amendment Bylaw No. 1336, 2024; and
2. Direct staff to give notice for a public hearing to be held on District of Ucluelet Zoning Amendment Bylaw No. 1336, 2024; and
3. That Council signal that, if Bylaw No. 1336, 2024 is successful in attaining a third reading, this bylaw will not be carried forward for adoption until the conclusion of the elector approval process for the related District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024.

BACKGROUND:

Since May of 2023 Council has authorized funds and developed a Purchase and Sale agreement with the Food Bank on the Edge Society to facilitate a new food bank project on a portion of the Tugwell Fields Park. Report 24-02 in the [January 9, 2024, Agenda](#), gives a greater level of detail on the history of this project and the required processes involved.

DISCUSSION

To facilitate the Food Bank use on the proposed PARCEL A, PLAN EPP132848, DISTRICT LOT 284, CLAYOQUOT DISTRICT (the “Subject Lot”), a zoning amendment must occur as the current Park zone designation in the CD-1 zone does not allow for a Food Bank use. Bylaw No. 1336, 2024 (the “Bylaw”) proposes to do three things:

1. Change the subject property area’s zoning designation on the Zoning Map from CD-1.1.4 to P-1 Public Institutional. This will clearly delineate the property and make it consistent with other similar municipally-owned properties.

2. Add the definition for a food bank:

“Food Bank” means the use of buildings or lands for a non-profit organization that operates with the exclusive intent of feeding the hungry;”

3. Add a specific allowance for the new food bank use to the subject property while restricting a thrift store or free store-type associated use:

“P-1.1.2 Notwithstanding other regulations in this bylaw, on the lands legally described PARCEL A, PLAN EPP132848, DISTRICT LOT 284, CLAYOQUOT DISTRICT, Food Bank (for clarity, specifically excluding a free store or thrift store) is a permitted principal use.”

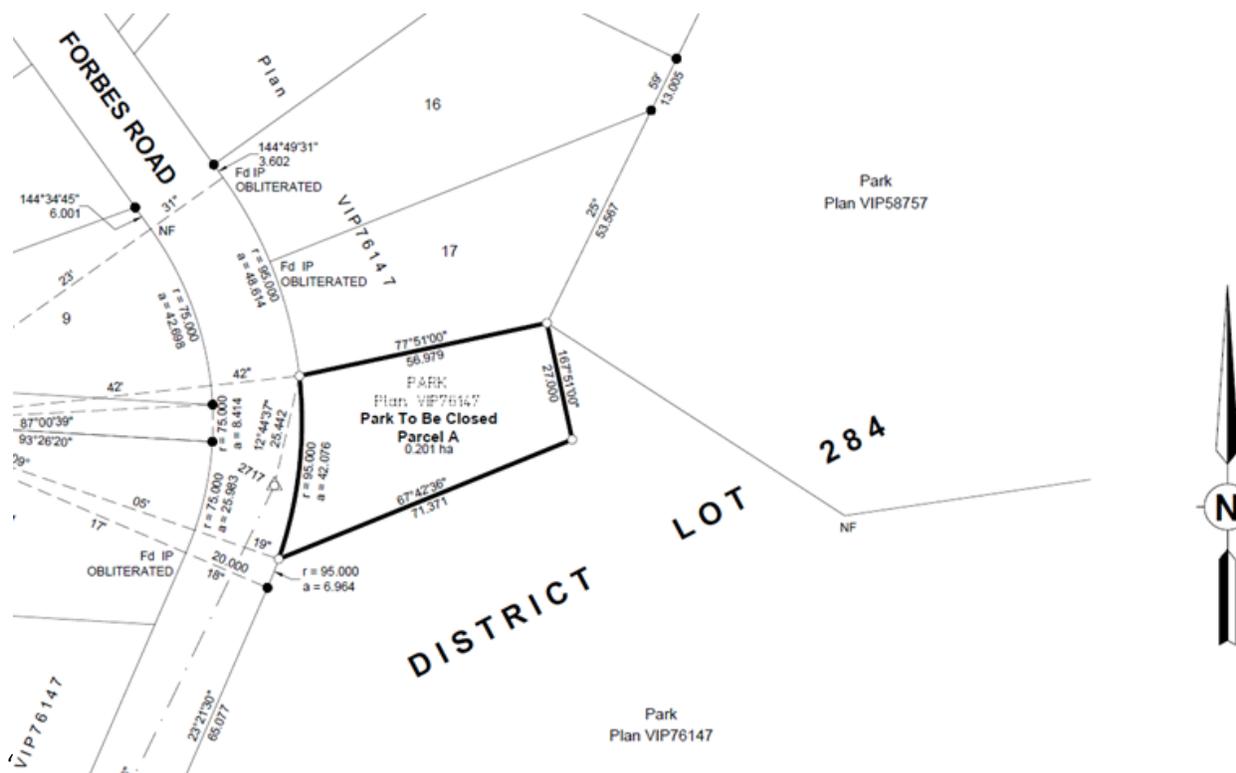


Figure 1 | The Subject Property

It should be noted that the proposed Purchase and Sale Agreement has language that ensures the subject property will only be used for a food bank use (See Agreement attached to the January 9th Council report).

Notable regulations from the P-1 zone are:

1. The building setbacks are 7.5m (25') from all property lines
2. The maximum allowable height for the principal building is 10m (33')
3. The Maximum Floor Area (FAR) is 1.0
4. The Lot Coverage is 60%

The FAR and Lot coverage do allow for a building considerably larger than what is currently proposed, but as the only allowable use under the Purchase and Sale Agreement is for a Food Bank, any expansion would be to meet a need in the community.

It should be noted that by defining a specific “Food Bank” use, it pulls that use out of the broader “Community Use” definition. This has the consequence of removing the Food Bank use from the CS-2 zone. Considering the scale of the Forbes Road project it is not likely that a second food bank or relocation of the Forbes Road building would occur in the foreseeable future.

ANALYSIS OF OPTIONS:

A	Give first and second reading to Bylaw No. 1336, 2024, and direct staff to give notice for a public hearing	<u>Pros</u>	<ul style="list-style-type: none"> Would allow the zoning amendment to proceed and facilitate the Forbes Road food bank project.
		<u>Cons</u>	<ul style="list-style-type: none"> Unknown at this time
		<u>Implications</u>	<ul style="list-style-type: none"> Would allow the bylaw to proceed to a public hearing. Staff time required to arrange public hearing and follow-up report.
B	Reject the application [not recommended]	<u>Pros</u>	<ul style="list-style-type: none"> Unknown
		<u>Cons</u>	<ul style="list-style-type: none"> A food bank would not be allowed on the subject property.
		<u>Implications</u>	<ul style="list-style-type: none"> Council should provide clarity if there is a change in its support for the proposed food bank location.
		<u>Suggested Motion</u>	No motion is required.

POLICY OR LEGISLATIVE IMPACTS:

This application is consistent with all relevant provisions of the *Official Community Plan* and *Local Government Act*.

After a public hearing is held and subject to comment from the public, staff would recommend that consideration of adoption of the zoning amendment bylaw await the results of the elector approval process for the District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024.

NEXT STEPS:

If Council gives first readings to the draft Zoning Amendment Bylaw No. 1336, 2024, staff would undertake the necessary notification for a public hearing to be held at a date to be determined.

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

DISTRICT OF UCLUELET

Zoning Amendment Bylaw No. 1336, 2024

A bylaw to amend the “District of Ucluelet Zoning Bylaw No. 1160, 2013”.

(Forbes Road - Food Bank)

WHEREAS the District of Ucluelet Council by Bylaw No. 1160, 2013, adopted the Zoning Bylaw and now deems it appropriate to amend the Zoning Bylaw;

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

1. Map Amendment:

Schedule A (**Zoning Map**) of District of Ucluelet Zoning Bylaw No. 1160, 2013, as amended, is hereby further amended by changing the zoning designation of PARCEL A, PLAN EPP132848, DISTRICT LOT 284, CLAYOQUOT DISTRICT, shown outlined in heavy black on the map attached to this Bylaw as **Appendix “A”**, from CD-1.1.4 to P-1 Zone–Public Institutional.

2. Text Amendment:

Schedule B of the *District of Ucluelet Zoning Bylaw No. 1160, 2013*, as amended, is hereby further amended by:

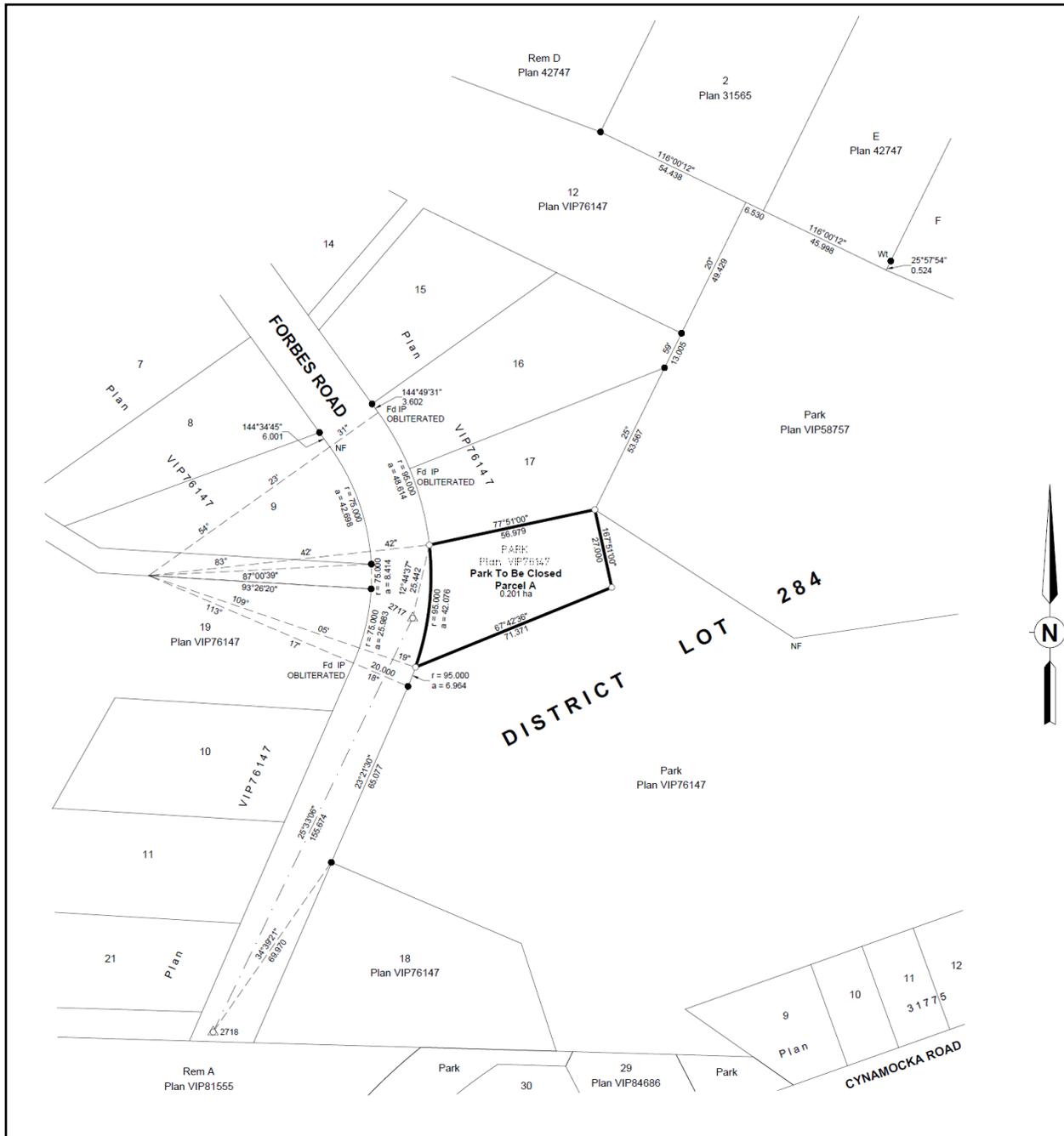
- a. adding the following definition to section 103 Definitions in alphanumerical order, as follows:

“**Food Bank**” means the use of buildings or lands for a non-profit organization that operates with the exclusive intent of feeding the hungry;”

- b. adding the following subsection to section “P-1.1 Permitted uses” in alphanumerical order, as follows:

“P-1.1.2 Notwithstanding other regulations in this bylaw, on the lands legally described PARCEL A, PLAN EPP132848, DISTRICT LOT 284, CLAYOQUOT DISTRICT, *Food Bank* (for clarity, specifically excluding a free store or thrift store) is a permitted principal use.”

Appendix "A"



Dear Mayor and Council of the District of Ucluelet,

The letter is in reference to the most recent proposed development on Hyphocus island by Ekistics architecture and Mr. Liu.

We are homeowners and residents near the Southern end of Helen road located on Hyphocus island and have significant concerns with the recently proposed largescale development on Hyphocus. The concerns are as follows:

1. The waste water lagoons challenge

Currently the waste water lagoons are shown as a simplification to be in close proximity of rental housing, a boutique hotel and a new Park area. The reality of having residences, either permanent or temporary, within any type of proximity to open sewage treatment seems unrealistic. The development team briefly mentions that an engineering team has been engaged to “assist in the resolution of the matter”. Beyond full relocation of the lagoons it seems unsatisfactory to deem this area as potential Park or open spaces. I suggest councillors visit the lagoon during the district’s high population summer months when a South West breeze occurs to understand the full impacts. I also worry for people in closer proximity with long term exposure from a health perspective. Have health professionals be included in planning with possible impacts on residents?

2. Goal of affordable housing

A major goal of the official community plan (OCP) is affordable housing in Ucluelet. On page 7 of their presentation, the Ekistics proposal states that the housing units they build would be in alignment with OCP Policy 3.134 targeting 75% attainable homes. Policy 3.134 states: “As a starting point, target a minimum of 75% of housing in new developments to be attainable by Ucluelet resident households”. The Ekistics presentation defines “attainable” as spending “30% of 130% of median income on mortgage” (with “affordable” defined as 30% of 80% of median income on mortgage). According to the Government of BC website, it is considered that affordable housing would cost no more than 30% of household income before taxes.

According to Statistics Canada, the average individual income in Ucluelet is \$53000 annually, and average family income is \$122000 annually. With this data we are unable to calculate the median family income in Ucluelet, however the median annual Canadian family income is \$107000. Using this value, and in looking at current Ucluelet listings and picking a newer built two-bedroom townhome for \$800000, if the Ekistics lower-end properties were this much, with a down payment of 10%, the monthly mortgage at the current rate (5.79% for 5 year fixed) for a 30-year amortization would be approximately \$4200, or \$50400 annually. This would be 36% of 130% if median income on mortgage, which is higher than the “attainable” definition in their presentation. If looking at a definition of “affordable” housing, a \$800000 unit would be 51% of income spent on mortgage, which is 21% higher than the median income of 30% used for the definition of affordability. The percentage of income compared to mortgage cost would obviously increase as home prices increased or for a single-family home.

In relation to affordability, it is also important to consider our fourth point in this letter. To get appropriate services and infrastructure to this proposed Hyphocus development would be very costly, and with those costs being passed on to the buyer, we cannot imagine that even the lowest priced units of the development would meet the “attainable” definition of affordability for Ucluelet residents. The costs of all upgrades to civic infrastructure, originally paid for by the developer, will inflate the property costs pushing the properties further away from affordable status.

3. *The impracticality of developing Hyphocus Island*

Aside from a financial disadvantage of developing the end of Hyphocus Island, there is also the practical disadvantage. It simply does not make sense to put high densification living on the end of a small island that is only connected to Ucluelet through one small capillary road which is accessed through precious residential streets into the town itself. If a major goal was affordable housing through densification would not a suitable site be along a major thoroughfare such as Peninsula road where topography and access were simplified and civic waste water lagoons were not in proximity? The OCP currently states Single family residences inclusive of only half the proposed area away from the sewage lagoons which seems like the most logical option for this area.

4. *Road access and civic associated upgrades*

Since Hyphocus is an island with only a single road access there will be immense pressure on that area of Helen road as a transport corridor. From both a safety lens and a point of impact to the greater surrounding neighbourhoods the area will struggle to manage the surge in users. The proposal suggests nearly 550 individual mixed units to be built for long term residents. Though this is enticing with the current housing shortage experienced District and Province wide effectively this will build a brand-new community and large-scale neighbourhood within Ucluelet. Currently there are on average 20-30 vehicles at any time during the peak season on Hyphocus including residents, contractors and tourists traveling along Helen road to other parts of town. Following the Canadian average of 1.5 cars per household this will increase to nearly 825 vehicles utilizing this corridor if approved. This does not take into consideration tourists, employees for business areas, Park visitors or other any other type of visitors. The impracticality of increasing traffic through historic and entrenched single family neighbourhoods seems misguided and dangerous. Currently children are able to play basketball in the street along Helen road. Families are able to walk without separated shoulders to Parks and cafes in town. Since a significant population is proposed will cycling lanes connecting the central portions of town be considered?

Within the proposal the developer notes that area is within walking distance to schools. Between Marine drive and the land bridge the road narrows significantly and will require significant engineering to safely accommodate vehicles, pedestrians and cyclists. Will this be funded by the developer? Single family residence currently has driveways entering Helen road and the possibility of accidents will increase dramatically.

I compare the proposed development to an example in the lower mainland within the City of Coquitlam on Burke mountain. Ekistics architecture was also hired as the planning and architecture firm tasked with completing a new area plan and master plans in the early 2000's for this development. Significant land clearing occurred of rural properties with amendments to the OCP and rezoning allowing for similar densification of mixed-use housing. The project on Burke Mountain has been quite successful but has one major difference. The access to Burke Mountain has two different access points which were redeveloped into significant transport corridors with four lanes along each corridor. Neither of these have direct residential access via driveways and required significant civic upgrades in order to ensure safe transport routes to and from the community. Has the developer proposed a transport study given the large population and associated transport effects that will ripple through other residents of the community? If so, will the time and cost be paid for by the District and the associated staff?

5. *Proposed public trails around the island*

I commend the developer with forethought to try and incorporate Park, natural areas and keep the steep slopes protected along the backyards of the proposed single-family homes. The cost of extending the 'safe harbour trail' and utilizing the proposed steep slopes will be a significant expense incorporating both

engineered structures and land manipulation. Climate change and rising high-tide marks will also push the feasibility of non-engineered trails/pathways away from reality. With the change in sea level what will be the life span of this trail network? The topography of the island includes significant undevelopable slopes unless major engineering is utilized. In the presentation many of the single-family homes along the perimeter of the development show properties with what appear to be coastal covenants of protected greenspace. Does the district plan to enforce and hire staff to ensure these covenant areas remain natural when in such close proximity to building envelopes?

As property owners and residents on Hyphocus we do not support the intended development proposal where densification under the guise of a housing crisis is put forth. We are strongly challenged to believe this development will be for the betterment of the District as a whole and question the feasibility of amending the OCP and rezoning areas on Hyphocus.

Don Morrison and Ayla Klein Stimpson
1054 Helen Road
Ucluelet, B.C.

From: [BC PR & Communications Adviser](#)
Cc: [BC Guiding Lights](#)
Subject: Guiding Lights Across BC
Date: January 13, 2024 3:42:54 PM
Attachments: [Guiding Lights Invitation.docx](#)

[External]

Dear Mayor and Council,

On behalf of Girl Guides of Canada's British Columbia Council, I am writing to ask for your support for girl empowerment in BC on February 22 2024, by lighting up in the colour blue. Blue is the well-known colour of Girl Guides. Our members of all ages in BC have worn their blue Girl Guide uniforms with pride for many generations.

Best Regards,
Shalan Kelly

Shalan Kelly (She/Her) | BC Public Relations and Communications Adviser

BC Council, Girl Guides of Canada

bc-prcomm@girlguides.ca / (cell) 250-816-0353

I respectfully acknowledge that I live and work within the traditional and unceded territory of the Stz'uminus First Nation, whose heriatge we honour and respect.





To Whom it may concern,

February 22, is a special day for Girl Guides around the world. Here in Canada, Girl Guides celebrate World Thinking Day, a day of international friendship. It is an opportunity to speak out on issues that affect girls and young women globally, celebrate the founding of Girl Guides, and be connected to the 10 million members around the world who are part of the Guiding movement.

Here in British Columbia, we have thousands of girls and women who are members of Girl Guides of Canada. Our Girl Guide program is present in nearly every community across BC. Our girls/volunteers light up their communities year-round through leadership and community service. Girls typically participate in annual Thinking Day activities held on/around February 22. When the COVID-19 pandemic impacted the way we participate in usual gatherings, we developed an initiative to keep our communities and members connected by lighting up our communities blue. This event has been widely accepted by our members and communities, we are excited to announce we will be entering our fourth year of Guiding Lights across British Columbia.

For Thinking Day 2024, we will be celebrating in a way that brings our member and the public together : **Guiding Lights Across British Columbia**. This community initiative will light up outdoor landmarks, bridges, buildings, stadiums, and other illuminated locations, with blue lights, in celebration of the sisterhood of Guiding across BC and beyond, on February 22. Participating locations and the Guiding Lights Poster can be found at: www.girlguides.ca/guidinglightsacrossbc

We will be encouraging our members, their families and members of the public to admire these lit-up sites in ways that share in the guiding spirit. Photos will be shared on social media, emailing our members with info about how to participate, and more.

Our Girl Guide members and broader network of supporters would be thrilled to have your landmarks lit up as part of Guiding Lights Across British Columbia, and to highlight your participation as part of this province-wide event. Please contact us at bc-prcomm@girlguides.ca to confirm your ability to participate in this February 22, 2024, activity.

Thank you for your support for Guiding in BC!



INFORMATION REPORT

Council Meeting: January 23, 2024
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

FILE NO: 0550-20

SUBJECT: RESOLUTION TRACKING – JANUARY 2024

REPORT NO: 24-06

ATTACHMENT(S): APPENDIX A - RESOLUTION TRACKER – JANUARY 2024

PURPOSE:

The purpose of this report is to provide Council with a status update on resolutions that have been adopted by Council.

BACKGROUND:

The resolution tracking report, attached, provides Council with an overview of actions resulting from resolutions of Council. Trackers are assigned to staff with the following progress designations:

- Assigned – action has not yet commenced;
- In Progress – action has been taken by Staff;
- Deferred – no action at this time;
- Complete – action has been completed; and
- No Further Action – no further action on this matter will be taken by District Staff.

Items will be removed from the list after actions are shown once as complete or no further action.

Respectfully submitted: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

Resolution Tracking - 2024 Joseph Rotenberg, Manager of Corporat...

Resolution Date	Meeting Item Description	Resolution	Action	Department Responsible	Status	Comments/Actions
-Jun-21	Resolution Tracking - May 2021	THAT staff provide a report to Council with options for the investment of Barkley Community Forest Funds at an upcoming Council Meeting.	Staff to develop a legacy reserve fund as part of the statutory reserve policy.	Finance	In Progress	BCF funding to be considered as part of the 2024 five year financial plan.
-Sep-21	Dr. Carrie Marshall and Faye Missar, Coastal Family Resource Coalition Re: Harm Reduction	THAT Council direct Staff to bring back the alcohol harm reduction information to at a future meeting for Council discussion.	Draft report and bring back alcohol related information for Council discussion.	Recreation	In progress and being researched	Spring project
-Dec-21	Parking Concerns 1624 Bay Street	THAT Council direct staff to relocate the pedestrian pathway and cross walk currently located on the west side of Bay Street to the east side of Bay Street.	Develop new routing plan; convey plan to affected residents and implement project.	Public Works	Complete	This resolution was rescinded on May 9, 2023
-Feb-22	Water Treatment System Upgrades	THAT Council authorize Staff to issue a Request for Proposal in 2022 for the Design-Bid-Build of the water treatment system project upon a successful Alternative Approval Process	Issue a Request for Proposal in 2022 for the Design-Bid-Build of the water treatment system project upon a successful Alternative Approval Process.	Public Works	In Progress	Design RFP anticipated in Spring 2024
-Apr-22	Traffic Calming Next Steps		Prepare a draft traffic calming policy	Public Works	Assigned	The creation of a formal policy for speed has been deferred, or adjusted to a guideline
-Apr-22	Update on Village Green: Main & Cedar Intersection	It was moved and seconded THAT Council direct staff to explore costs for adding parking stalls within the current extents of the Cedar Road Parking Hub, for consideration in the 2023 budget.	Explore costs for exploring the addition of parking stalls within the Cedar Hub Parking Hub, for consideration in the 2023 budget.	Public Works	Assigned	RTC in summer 2024. Update RTC in Fall JM
-May-22	Affordable Housing	It was moved and seconded THAT the Committee of the Whole recommend Council authorize the Mayor to execute a Memorandum of Understanding in support of the development of a regional governance framework for coordinating and sharing resources to address affordable housing on the West Coast peninsula as presented in the May 31, 2022 Affordable Housing report.	Mayor to execute the MOU.	Administration	Complete	
31-May-22	Affordable Housing	It was moved and seconded THAT Council direct staff to issue a request for proposal to engage a housing authority. It was moved and seconded THAT the Committee of the Whole recommend that Council direct staff to issue a request for proposal to engage a housing authority.	Issue a request for proposal to engage a housing authority.	Administration	Deferred	Item will be action when affordable housing units are developed and in the control of the municipality
31-May-22	Contractor's Temporary Land Use	It was moved and seconded THAT Council approve Option A, to authorize the use of District-owned land to temporarily house contractors while working on District capital projects; and It was moved and seconded THAT Council direct Staff to return to Council with the details and planning necessary to administer temporary contractor housing.	Return to Council with the details and planning necessary to administer temporary contractor housing.	Public Works	Assigned	

Appendix A

Resolution Tracking - January 2024 Joseph Rosenberg, Manager of Corporate Affairs

Jun-22	Trail Right of Way over 348 Pass of Melfort	<p>It was moved and seconded THAT Council, for the purposes of creating a public pathway over 348 Pass of Melfort, Strata Lot 10, Plan VIS5896, Section 1, Barclay Land District:</p> <ol style="list-style-type: none"> 1. Direct District of Ucluelet staff to execute and register the S.218 Statutory Right of Way attached as Appendix A of staff report 22-78. 2. Direct District of Ucluelet staff to coordinate the environmental and estimating work required so that a public pathway over 348 Pass of Melfort and relocated elements of the Wild Pacific Trail can be considered and prioritized in future budgeting process. <p>It was moved and seconded THAT a letter of appreciation be forwarded to the property owners and some form of tribute to them be included in the trail construction.</p>	Execute and register the S.218 Statutory Right of Way attached as Appendix A of staff report 22-78. Coordinate the environmental and estimating work required so that a public pathway over 348 Pass of Melfort and relocated elements of the Wild Pacific Trail can be considered and prioritized in future budgeting process. Forward a letter of appreciation to the property owners and include some form of tribute to them in the trail construction.	Planning	In Progress	<p>Statutory Right of way has been registered.</p> <p>Environmental work yet to be completed.</p> <p>Tribute and letter will be completed at time of trail construction.</p>
Aug-22	Fireworks Regulation Bylaw 1302, 2022	THAT Council approves the Fireworks Fines & Penalties as presented in staff report No. 22-113 and directs staff to present an amendment to Municipal Ticket Information System Bylaw No. 949, 2004 to include these fines and penalties.	Draft MTI amendment bylaw and bring forward for Council review.	Administration	Assigned	Spring 2024
Nov-22	Ucluelet Garbage Collection and Regulation Bylaw No. 960, 2004	It was moved and seconded THAT Council direct staff to present an amendment to the District of Ucluelet Garbage Collection and Regulation Bylaw No. 960, 2004, to be considered at a future Council meeting, which allows for Bear Resistant Collection Carts to be stored outside provided that the container is anchored to prevent tipping or being dragged away by an adult bear.	Draft and present amendments to Bylaw No. 960, 2004 to allow for outdoor storage of garbage carts provided they are anchored.	Recreation	Assigned	Will be working with Wildsafe BC to monitor summer garbage and provide a wildlife attractant bylaw in the spring 2024
Nov-22	The Moorage Street Parking Signage and Enforcement Christine Brice, Strata Manager Ardent Properties INC.	It was moved and seconded THAT Staff provide a report about options for Ardent Properties.	No-overnight parking signage to be installed along Lyche Rd; additional line painting to be completed with next line painting works.	Public Works	Completed	
29-Nov-22	2023 Council Conference Attendance	It was moved and seconded THAT Council authorize all Council members to attend the Local Government Leadership Academy Elected Official Seminars, 2023 Association of Vancouver Island and Coastal Communities Convention, 2023 Union of BC Municipalities Convention and 2023 Annual Vancouver Island Economic Summit.	Register Councillors to attend conferences and book accommodation.	Administration	Complete	Registration and hotel booking will occur when registrations open and hotel blocks are allocated.
13-Dec-22	Japanese Canadian Pavilion Interpretive Centre, November 2022	THAT Council direct Staff to work with the Ucluelet and Area Historical Society on the open-air pavilion proposal and report back to Council.	Work with the society on the proposal and report back to Council.	Recreation	Completed	Januray 9, 2024 meeting
13-Dec-22	Japanese Canadian Pavilion Interpretive Centre, November 2022	THAT Council direct Staff to prepare a letter of support for the Ucluelet and Area Historical Society's application to the Japanese Canadian Legacies Society for funding to create a permanent open-air pavilion which houses interpretive panels that tell the story of Japanese Canadian coastal fishing families in the twentieth century;	Provide letter of support	Recreation	Completed	Januray 9, 2024 meeting - resolution of Council

Appendix A

Resolution Tracking January 2024 Joseph Rosenberg, Manager of Corporat...

-Jan-23	Skatepark Lighting Project	It was moved and seconded THAT Council direct staff to defer the Skateboard Lighting Project until grant funding becomes available to fund the project.	Research grant opportunities for Skatepark Lighting Project.	Recreation	Completed	Staff are monitoring for applicable funding opportunities and will report back to council when funding opportunity is identified.
-Jan-23	Highway 4 Junction Landscaping	It was moved and seconded THAT Council direct Staff to work with the Ministry of Transportation and Infrastructure on options for the installation of a low maintenance xeriscape for the highway junction islands and report back to Council with costs.	Discuss options with MOTI and report back to Council with costs.	Administration	Deferred	Request made to MOTI. Awaiting informaiton on options. No update as of Sept 2023 from MOTI
-Jan-23	CMHC Rapid Housing Initiative Grant	It was moved and seconded THAT Council direct staff to continue discussions with community social support service providers with the aim of developing a partnering agreement for the ongoing operation of the housing should the District succeed in obtaining project funding from the current Canada Mortgage and Housing Corporation (CMHC) grant or other sources.	Continue discussion with potential service providers related to operation of housing.	Planning	Complete	Now awaiting decision on grant funding.
-Feb-23	Development Permit for 449 Matterson Drive - Lot 16 Rental Building	It was moved and seconded THAT Council authorize the Director of Community Planning to execute and issue Development Permit DP22-18 for the property at 449 Matterson Drive to allow the construction of a 48-unit rental apartment building and associated driveways, parking, and landscaping subject to: a) Final registration of the subdivision of the Lot 16 property to create the proposed "lot A" apartment building parcel at 449 Matterson Drive; b) Provision of all on and off-site works required to access and service the 48-unit rental apartment building including but not limited to: roads, sidewalks, landscaping, parking areas, potable water, sewer, storm water management, electrical and data services; and, c) Provision of a landscape deposit for 125% of the estimated costs of hard and soft landscape improvements on the property.	Issue DP once subdivision is complete and other conditions are met.	Planning	On Hold	Timing of subdivision uncertain - depends on developer's direction.
28-Mar-23	Joanne Sales, Executive Director Broom Busters		Coordinate with Broom Busters regarding Broom removal.	Public Works	Assigned	
09-May-23	Rezoning Application 828 Odyssey Lane	It was moved and seconded THAT Council direct Staff to provide a follow-up report on: allowed uses in the Guest House Zone; allowed number of units; and the residency requirement.	Present report to Council.	Planning	Assigned	Lower priority among other housing initiatives - will bring forward in conjunction with
09-May-23	Parking Concerns at 1624 Bay Street	It was moved and seconded THAT Council authorize the installation of a speed-reducing raised crosswalk on Bay Street at the entrance of the Edna Bachelor Park.	Install raised crosswalk.	Public Works	In Progress	The raised crosswalk has been installed. Signage and line drawing to be completed.
09-May-23	Food Bank on the Edge Support Request	It was moved and seconded THAT Council authorize the development of a lease agreement for a portion of the lands commonly referred to as Tugwell Fields between the District of Ucluelet and the Food Bank on the Edge Society for the future location of the Food Bank building.	Notice of disposition	Administration	Complete	Council elected to proceed with purchase and sale Agreement rather than a lease. Notice has been issued.

Resolution Tracking - January 2024 Joseph Rotenberg, Manager of Operations...

09-May-23	Food Bank on the Edge Support Request	It was moved and seconded THAT Council authorize the development of a lease agreement for a portion of the lands commonly referred to as Tugwell Fields between the District of Ucluelet and the Food Bank on the Edge Society for the future location of the Food Bank building.	Conduct elector approval process (if required)	Administration	In Progresss	Council elected to proceed with purchase and sale agreement rather than a lease. Report related to elector approval process presented at the Jan. 23, 2024, Regular Council Meeting.
09-May-23	Food Bank on the Edge Support Request	It was moved and seconded THAT Council authorize the development of a lease agreement for a portion of the lands commonly referred to as Tugwell Fields between the District of Ucluelet and the Food Bank on the Edge Society for the future location of the Food Bank building.	Draft lease.	Administration	Complete	Purchase and sale agreement developed rather than lease at Council direction. Agreement was approved by Council on Jan. 9. 2024. Agreement is subject adoption of Parkland Disposal Bylaw which must receive elector approval
09-May-23	Food Bank on the Edge Support Request	It was moved and seconded THAT Council authorize the development of a lease agreement for a portion of the lands commonly referred to as Tugwell Fields between the District of Ucluelet and the Food Bank on the Edge Society for the future location of the Food Bank building.	Determine if elector approval is required, and if so, commence elector approval process.	Administration	In Progress	Elector Approval is required. Report related to elector approval process presented at the Jan. 23, 2024, Regular Council Meeting.
09-May-23	Food Bank on the Edge Support Request	It was moved and seconded THAT Council direct staff to amend the 2023 to 2027 Five-Year Financial Plan to reflect an allocation of \$150,000 to the Food Bank on the Edge Society.	Amend Bylaw.	Finance	complete	5-yr fianncal plan will be updated.
09-May-23	Options for Mobile Vending Regulations	It was moved and seconded THAT Council direct staff to explore options for locating food trucks on public lands in Ucluelet for discussion at a Committee-of-the-Whole meeting (in Fall of 2023 or later).	Present report.	Planning	Assigned	Lower priority behind housing initiatives - bring forward as capacity allows
09-May-23	Options for Mobile Vending Regulations	It was moved and seconded THAT Council direct staff to draft bylaw and policy changes for improving the regulation and permitting of mobile vendors in the District of Ucluelet, for discussion at a Committee-of-the-Whole meeting (in Fall of 2023 or later).	Draft and present bylaw and policy changes.	Planning	Assigned	Lower priority behind housing initiatives - bring forward as capacity allows
09-May-23	Options for Mobile Vending Regulations	It was moved and seconded THAT Council direct staff to prioritize developing a Mobile Vending Policy and reviewing the zoning options for future mobile vending uses ahead of processing individual mobile vendor applications.	Develop policy.	Planning	Assigned	Lower priority behind housing initiatives - bring forward as capacity allows
08-Jun-23	Yuułuʔiłʔatḥ Canoe Log	It was moved and seconded THAT Council authorize staff to work with the Yuułuʔiłʔatḥ Government on the return of the canoe log, including the existing signage and fencing, to Hitacu.	Work with YG to return canoe, signage and fencing to Hitacu.	Public Works	In Progress	Integrity assesment complete. Scheduling equipment for move date. Will advise UFN in advance of move to allow them to prepare the new location in Hitacu.
27-Jun-23	DVP for Subdivision Servicing - Lot 16 Marine Drive/ 449 Matterson Drive	It was moved and seconded THAT Council direct Staff to investigate transitioning the future road access point from Victoria Road into the Lot 16 development as an emergency access only.	Present report.	Public Works / Fire	Assigned	
18-Jul-23	Development Variance Permit for 1333 Pine Road	THAT Council direct Staff to prioritize presenting a report to Council on boulevard parking, including diagonal parking, on Pine Road and the impact on pedestrian and road safety.	Draft report: Council direction required on scope of study re: parking / road safety / access / street character.	Planning	Assigned	Review with strategic priorities; what level of priority?

Appendix A

Resolution Tracking - January 2024 Joseph Rotenberg, Manager of Corporate Affairs

05-Jul-23	Proclamation Request - National Drowning Prevention Week Kaelan D'Sena, Communications, Lifesaving Society - BC & Yukon Branch	It was moved and seconded THAT Council direct staff to develop a recognition, awareness and proclamation policy for Councils consideration.	Draft and present policy for Council consideration	Administration	Assigned	
05-Jul-23	UPDATES: 2024 Convention & Accommodations, Open-Net Pen Transition Plan, Modernized Emergency Management Legislation, UBCM Grant Webinars Association of Vancouver Island and Coastal Communities	It was moved and seconded THAT Council authorize Mayor and Council (all five members) to attend the AVICC conference in Victoria, April 12 to 14, 2024, and registration and accommodations be arranged for Mayor and Council by Staff.	Register all Council members to attend conference	Administration	Assigned	Registration for the conference opens in Feb. 2024.
05-Aug-23	Peninsula Road Safety and Revitalization Design and Financing	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.	Issue tender	Public Works	Complete	Contact Awarded Construction to begin Jan 23, 2024
05-Aug-23	Pacific Rim Housing Development Cooperative Request	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.	Staff to work with PRHDC	Administration	Deferred	PRHDC presented their new plan at the November 7th Council meeting. Council resolved to consider allocating funds to a site study and analysis during the budget process.
05-Aug-23	Winter Lights Purchasing	It was moved and seconded: THAT Council authorize the purchase of commercial Winter Exterior lights from Dekra-Lite Canada without undertaking a full competitive bidding process; and THAT Council approve Option 1 as described in Report No. 23-111 as the preferred decorative pole light.	Purchase lights	Recreation	Complete	
05-Sep-23	Don MacKinnon Re: Application for Water Connection	It was moved and seconded THAT Council refer this matter to Staff for a future report.	Present report to Council	Public Works	Completed	
05-Sep-23	Edge to Edge Marathon Annual Road Closure	It was moved and seconded 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.	Communicate road closure	Administration	Complete	Community notice was issues/ social media postings.
05-Sep-23	Larch Road Multi- Use Path Contract Authorization	It was moved and seconded 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.	Sign and file contract	Public Works	Complete	Contract executed - construction to comence in March of 2024
05-Sep-23	Ucluelet & Area Historical Society Request Claudia Cole, Vice President UAHS	It was moved and seconded THAT Council refer this matter to Staff for a future report.	Present report at future Council meeting	Recreation	Complete	January 9 meeting

Resolution Tracking - January 2024 Joseph Rosenberg Manager of Corporat...

20-Sep-23	BC Housing - Community Housing Fund Grant	It was moved and seconded THAT Council request letters of support from Ahousaht, Hesquiaht, Tla-o-qui-aht, Toquaht and Yuułu?if?ath Nations, MP Johns, MLA Osbourne and the District of Tofino.	Request letters of support for the project	Planning	Complete	
20-Sep-23	BC Housing - Community Housing Fund Grant	It was moved and seconded THAT Council direct staff to give notice of intent to lease the property at 1300 Peninsula Road to the Westcoast Community Resources Society at a nominal fee for a period of 60 years, for the purpose of developing and managing 5 units of mixed market and affordable community rental housing.	Give notice	Administration	Complete	
20-Sep-23	BC Housing - Community Housing Fund Grant	It was moved and seconded THAT Council direct staff to develop an agreement with the Westcoast Community Resources Society to lease and develop 5 units of mixed market and affordable rental housing on the District-owned property at 1300 Peninsula Road subject to successful funding through the Community Housing Fund proposal call.	Develop lease	Planning	Complete	
20-Sep-23	CEPF Fire Department Equipment Grant Application	It was moved and seconded THAT Council provides overall management for the Community Emergency Preparedness Fund Volunteer and Composite Fire Departments Equipment and Training Grant.	Certified resolution	Administration	Complete	
20-Sep-23	CEPF Fire Department Equipment Grant Application	It was moved and seconded THAT Council approves the 2023 grant application for the Community Emergency Preparedness Fund Volunteer and Composite Fire Departments Equipment and Training Grant.	Certified resolution	Administration	Complete	
20-Sep-23	Joshua Jenkins, Executive Director, Ucluelet Chamber of Commerce Re: Ucluelet Economic Readiness Strategy	It was moved and seconded THAT Council refer the following requests to Staff for a report on: improved cooperation between the District and the Chamber on economic development initiatives; the addition of questions identified by the 2024 Ucluelet Economic Readiness Strategy working group to the District's business license application form and the relay data collected to the working group; and the allocation of \$35,000 to the Ucluelet Chamber of Commerce for their 2024 Ucluelet Economic Readiness Strategy, Recovery and Resilience Model for Rural and Remote Communities to be used as the applicant's equity for the REDIP grant and to hire a consultant to establish a framework for the Strategy and train the project coordinator.	Present report	Administration	In progress	Meeting with the Chamber in January of 2024; Funding allocated in the 2024 budget.
26-Sep-23	Joshua Jenkins, Executive Director, Ucluelet Chamber of Commerce Re: Ucluelet Economic Readiness Strategy	It was moved and seconded THAT Council provide letter of support for the Ucluelet Chamber of Commerce's project "2024 Ucluelet Economic Readiness Strategy, Recovery and Resilience Model for Rural and Remote Communities" to the Rural Economic Diversification and Infrastructure Program.	Provide letter of support	Administration	Complete	
26-Sep-23	Rebecca Hurwitz, Executive Director, Clayoquot Biosphere Trust Re: Clayoquot Biosphere Trust Centre	It was moved and seconded THAT Council authorize a letter of support for Clayoquot Biosphere Trust's Rural Economic Diversification and Infrastructure Program grant application to fund the Clayoquot Sound Biosphere Centre.	Provide letter of support	Administration	Complete	

Appendix A

Resolution Tracking - January 2024

Sep-23	Sgt. Marc Jones, RCMP, Ucluelet Detachment Re: Quarterly Policing Update	It was moved and seconded THAT Council authorize a letter of support for the RCMP impaired driving unit.	Provide letter of support	Administration	Complete	
Sep-23	September 5, 2023, Regular Minutes	It was moved and seconded THAT Council adopt the September 5, 2023, Regular Minutes as presented.	Print, sign and post minutes	Administration	Complete	
Oct-23	Port Albion Road Water Service Application	It was moved and seconded THAT Council refer this matter back to staff to work with the applicant to install the service connection at the applicant's desired location subject to a positive recommendation of a Qualified Environmental Professional.	Relay motion to applicant. Review QEP report.	Public Works	In progress	Reviewing updated plans
Oct-23	Zoning Amendment & DVP - 256 Matterson Drive	It was moved and seconded THAT Council, with regard to the proposed change in zoning designation of the western part of 256 Matterson Drive for a proposed subdivision, give first and second reading to District of Ucluelet Zoning Amendment Bylaw No. 1335, 2023, and direct staff to give notice for a public hearing to receive input on the bylaw and Development Variance Permit DVP23-12.	Give notice of public hearing and conduct hearing.	Planning	In Progress	
Oct-23	September 26, 2023, Regular Council Meeting Minutes	It was moved and seconded THAT the September 26, 2023, Regular Council Meeting Minutes be adopted as amended.	Correct minutes, sign, file and publish minutes.	Administration	Complete	
Oct-23	October 10, 2023, Regular Minutes	It was moved and seconded THAT the October 10, 2023, Regular Council Minutes be adopted as presented.	Print, sign, and post minutes.	Administration	Complete	
Oct-23	Fire Hall Replacement	It was moved and seconded THAT Council consider including the construction cost of a new firehall in the 2024 to 2028 financial plan.	Bring back for discussion on the funding of the constructing a new firehall during 2024 budget process.	Finance	Complete	Funding allocaiton included in 5-year financial plan
Oct-23	Fire Hall Replacement	It was moved and seconded THAT Council considers allocating up to \$100,000.00 to engage a consultant to provide detailed design drawings and a construction cost estimate for a new firehall in the 2024 to 2028 financial plan.	Bring back for discussion on the \$100,000 allocation of funds to engage a consultant for detailed design drawings to construct a firehall during the 2024 budget process.	Fire / Emergency Services	Assigned	
23-Oct-23	Development Permit for 2094 Peninsula Road	It was moved and seconded THAT Council, with regard to the proposed health care services building and associated site works at 2094 Peninsula Road, authorize the Director of Community Planning to execute and issue Development Permit 23-05.	Issue DP 23-05.	Planning	In Progress	
23-Oct-23	Visitor Parking Program Duane Lawrence, Chief Administrative Officer	It was moved and seconded THAT Council direct staff to issue a request for proposals for the implementation of a visitor parking program; undertake a community survey; and bring a follow-up report back to Council providing an overview of the parking program inclusive of costs, impacts and revenue generation for consideration.	Present Council report on costs, impacts and revenue generation related to parking program.	Administration	In Progress	RFP under development
23-Oct-23	Visitor Parking Program	It was moved and seconded THAT Council direct staff to issue a request for proposals for the implementation of a visitor parking program; undertake a community survey; and bring a follow-up report back to Council providing an overview of the parking program inclusive of costs, impacts and revenue generation for consideration.	Conduct community survey on visitor parking program.	Administration	In Progress.	Survey under development planned to be issued January 2024
07-Nov-23	October 23, 2023, Regular Minutes	It was moved and seconded THAT the October 23, 2023, Regular Council Minutes be adopted as presented.	Print, sign, file and post minutes	Administration	Complete	
07-Nov-23	Request for Support - NRHD Key Healthcare Priority Projects Ian Thorpe, Chair, Nanaimo Regional Hospital District	It was moved and seconded THAT Ucluelet Council provides a letter of support directed to Health Minister Dix for the Nanaimo Regional Hospital District priority capital projects including the new patient tower and cardiac catheterization lab to be located at the Nanaimo Regional General Hospital.	Send letter of support.	Administration	Complete	

Appendix A

Resolution Tracking - January 2024 Josephine, Manager of Corporat...

07-Nov-23	2024 Council Appointments	It was moved and seconded THAT Council further amend the Appendix A attached to report no. 23-142 which sets out the 2024 council appointments as to include Mayor McEwen on the Alberni-Clayoquot Transportation Committee for the 2024 calendar year.	Update appointment list	Administration	Complete	
07-Nov-23	2024 Council Appointments	It was moved and seconded THAT Council amend the Appendix A attached to report no. 23-142 which sets out the 2024 council appointments to include McEwen as Alternate Voting Delegate Two for the Municipal Insurance Association of British Columbia for the 2024 calendar year.	Update appointment list	Administration	Complete	
07-Nov-23	2024 Council Appointments	It was moved and seconded THAT Council appoint Councillor Kennington as the District of Ucluelet's Voting Delegate, Councillor Hoar as Alternate Voting Delegate Number One, and Mayor McEwen as Alternate Voting Delegate Two for the Municipal Insurance Association of British Columbia for the 2024 calendar year.	Communicate appointments to MIABC.	Administration	Complete	
07-Nov-23	2024 Council Appointments	It was moved and seconded THAT Council appoint Mayor McEwen as the Director and Councillor Maffei as the Alternate Director on the Alberni-Clayoquot Regional District Board of Directors for the 2024 calendar year.	Send certified resolution to ACRD.	Administration	Complete	
07-Nov-23	2024 Conference Attendance Schedule	It was moved and seconded THAT Mayor and Council are authorized to attend and represent the District of Ucluelet at the conferences listed in the 2024 Conference Attendance Schedule attached as Appendix A to report No. 23 – 143.	Register Councillors to attend conferences and book accommodations.	Administration	In progress	Councillors will be registered for the conferences and hotels will be booked as registration and hotel blocks open.
07-Nov-23	BC Housing - Community Housing Fund Grant	It was moved and seconded THAT Council receive public input at its November 21, 2023, regular meeting on the proposed lease of the property at 1300 Peninsula Road to the Westcoast Community Resources Society for a nominal fee and a term of 60 years to operate 5 units of mixed market and affordable community rental housing.	Receive public input at the November 21, 2023 meeting on the proposed lease agreement.	Council	Complete	
07-Nov-23	BC Housing - Community Housing Fund Grant	It was moved and seconded THAT, as a project partner, Council endorse the application by the Westcoast Community Resources Society to the BC Housing Community Housing Fund for a 5-unit mixed market and affordable rental housing development on the municipally-owned property at 1300 Peninsula Road.	Submit Grant Application	Planning	Complete	
07-Nov-23	Harbour Walkway - Resolution of Support Abby Fortune, Director of Parks and Recreation	It was moved and seconded THAT Council support the submission of the Harbour Walkway Management Plan and Park Project application as presented in report no. 23-147 to Front Counter BC (FCBC) to obtain Crown Land tenure within the Inner Boat Basin.	Submit plan to Front Counter BC	Recreation	in progress	
07-Nov-23	Environmental and Development Permit for 348 Pass of Melfort	It was moved and seconded THAT Council authorize the Director of Community Planning to execute and issue Development- Permit 23-07 for the property at 348 Pass of Melfort to allow a 3 ft aluminium walkway/stairway, a 12 ft x12 ft deck/patio and limited vegetation removal to improve the view.	Issue Development Permit	Planning	In progress	

Nov-23	Louis Rouleau, Randy Oliwa, Graham Aspinal and Diane Harskamp; Pacific Rim Home Development Cooperative Re: Apartment building for employee housing on Water Tower Hill	It was moved and seconded THAT Council consider allocating funds during the 2024 – 2028 Five Year Financial Plan budget process for a site analysis and feasibility study on the Water Tower Property.	Bring back cost estimate for site analysis and feasibility study for the Water Tower Property for Council to consider during the budget process.	Planning	Complete	Costs presented at the January 8th Special Council budget meeting.
Nov-23	Development Permit for 1020 Tyee Terrace	It was moved and seconded THAT Council authorize the Director of Community Planning to execute and issue Development Permit 23-08 for the property at 1020 Tyee Terrace to allow a single unit resort condo building and associated landscaping.	Issue Development Permit	Planning	In Progress	
Nov-23	Finance Officer Appointment	It was moved and seconded THAT Council appoint Duane Lawrence as the District of Ucluelet Finance Officer effective November 14, 2023.	Certified resolution	Administration	Complete	
Nov-23	Finance Officer Appointment	It was moved and seconded THAT Council appoint the Chief Administrative Officer as the authorized Collector.	Certified resolution	Administration	Complete	
Nov-23	2024 Council Meeting Schedule	It was moved and seconded THAT Council adopt the 2024 Annual Council Meeting Schedule as presented in Appendix A to Report No. 23-150, and direct Staff to give notice of the 2024 Annual Council Meeting Schedule.	Post schedule and provide statutory notice.	Administration	Complete	
Nov-23	1300 Peninsula Road Lease to Westcoast Community Resources Society	It was moved and seconded THAT subject to the Westcoast Community Resources Society receiving project funding from BC Housing, Council authorize the lease of the property at 1300 Peninsula Road to the Society for a fee of \$1 annually plus GST for a term of 60 years to operate 5 units of mixed market and affordable community rental housing.	Sign lease agreement if the project is funded by BC Housing.	Administration	Assigned	Awaiting funding announcements
07-Dec-23	221 Minato Road - Park Dedication, Licence of Occupation and Covenant Amendment	It is moved and seconded THAT Council indicate that approval of the above is subject to the owners agreeing to amend the restrictive covenant CB365207 currently registered on the title of the land at 221 Minato Road to ensure that, prior to subdivision or development of the land, the property owners will remove objects and structures from the park area and leave the land in a clean state, including but not limited to: a. greenhouse; b. wood sheds; c. deck platform and stairs; and, d. any other manmade objects or materials.	Receive amended restrictive covenant.	Planning	Complete	All structures have been removed from Park area.
07-Dec-23	221 Minato Road - Park Dedication, Licence of Occupation and Covenant Amendment	It was moved and seconded THAT with regard to the development of the property at 221 Minato Road, Council refer issuance of a License of Occupation to enable studies and surveys to assess the feasibility of creating a dock access viewpoint or other pedestrian water access to Staff for further investigation and a report.	Investigate and report back on the License of Occupation intended to enable studies and surveys to assess the feasibility of creating a dock access viewpoint or other pedestrian water access to Staff.	Planning	Complete	Request for Licence has been withdrawn by owner.
07-Dec-23	221 Minato Road - Park Dedication, Licence of Occupation and Covenant Amendment	It was moved and seconded THAT, with regard to the development of the property at 221 Minato Road, Council authorize the following: a. acceptance of the Park Land and Road dedication as shown on Plan EPP129243; and, b. issuance of a Licence of Occupation for the existing bridge.	Issue License of Occupation	Planning	In Progress	

Resolution Tracking - January 2024 Joseph Rothberg, Manager of Corporate Affairs

07-Dec-23	221 Minato Road - Park Dedication, Licence of Occupation and Covenant Amendment	It was moved and seconded THAT, with regard to the development of the property at 221 Minato Road, Council authorize the following: a. acceptance of the Park Land and Road dedication as shown on Plan EPP129243; and, b. issuance of a Licence of Occupation for the existing bridge.	Accept park land and road dedication.	Planning	Complete	Survey plan now registered with the Land Title Survey Authority; park and road dedication areas are now public, District-owned property.
07-Dec-23	The Cabins at Terrace Beach License of Occupation for Trail / Occupancy and S. 219 Covenant	It was moved and seconded THAT Council authorize the District of Ucluelet's Corporate Officer to execute a Licence of Occupation with the Province of British Columbia for that portion of the Terrace Beach trail overlapping the area of Crown Land which intersects the trail Statutory Right-of-Way EPP117266.	Execute Licence of Occupation	Administration	Assigned	
07-Dec-23	Lot 13 - BC Housing Partnering Agreement	It was moved and seconded THAT Council authorize execution of the Project Partnering Agreement for the 33-unit development at Lot 13 Marine Drive between the District, the British Columbia Housing Management Commission, APMC Holdings Ltd. and Andrew Charles McLane.	Execute agreement	Administration	Assigned	
07-Dec-23	Lot 13 - BC Housing Partnering Agreement	It was moved and seconded THAT Council authorize execution of the Affordable Home Ownership Program Partnering Agreement between the District and the British Columbia Housing Management Commission for funding contribution in conjunction with the BC Housing Affordable Home Ownership Program.	Execute Agreement	Administration	Assigned	
07-Dec-23	Consultant Contract Authorization for Development Cost Charges Program Review and Update	It was moved and seconded THAT Council direct staff to allocate up to \$90,000 plus G.S.T. in the 2024 budget for the review and update of the Development Cost Charges program and bylaw funded through Development Cost Charge Reserves.	Allocate funds	Finance	Complete	Funding included in 2024 5-yr financial plan
07-Dec-23	Consultant Contract Authorization for Development Cost Charges Program Review and Update	It is was moved and seconded THAT Council authorize the Corporate Officer to execute an up to \$90,000 plus G.S.T. contract to Urban Systems Ltd. to review and update the Development Cost Charges program and bylaw.	Execute contract	Administration	In Progress	Project awarded, contract under development
07-Dec-23	Peninsula Road Construction Contract Authorization	It was moved and seconded THAT Council authorize the Mayor and Corporate Officer to execute a \$2,698,533, plus G.S.T. contract to Hazelwood Construction Services for the construction of the Peninsula Road Safety and Revitalization Project.	Execute contract	Administration	In Progress	
09-Jan-24	Purchase and Sale Agreement - Food Bank on the Edge	It was moved and seconded THAT Council authorize the Mayor and Corporate Officer to execute the Purchase and Sale Agreement.	Sign purchase and sale agreement.	Administration	Complete	
09-Jan-24	Purchase and Sale Agreement - Food Bank on the Edge	It was moved and seconded THAT Council approve the Purchase and Sale Agreement with the Food Bank on the Edge, attached to report number 24-02, for the sale of the portion of District Lot 284 outlined in bold on Reference Plan EPP 1328848.	Present report introducing parkland disposal by-law and options to seeking elector approval.	Administration	In Progress	Report to be presented at the Jan. 23, 2024 Council meeting.
09-Jan-24	Purchase and Sale Agreement - Food Bank on the Edge	It was moved and seconded THAT Council approve the Purchase and Sale Agreement with the Food Bank on the Edge, attached to report number 24-02, for the sale of the portion of District Lot 284 outlined in bold on Reference Plan EPP 1328848.	Communicate approval to Food Bank on the Edge.	Administration	Complete	

Resolution Tracking - January 2024 Joseph Rotenberg, Manager of Corporate...

09-Jan-24	Japanese Canadian Heritage Pavilion	<p>It was moved and seconded THAT Council, supports a Japanese Canadian Heritage Pavilion recognizing the history of Japanese Canadians in Ucluelet, by approving the following:</p> <p>that the District supports the Ucluelet Historical Society's efforts to secure grant funding for the construction of the pavilion;</p> <p>that upon completion of the pavilion, Council accepts the structure as a District of Ucluelet asset, including basic maintenance of the structure and the liability associated with the use of the structure by the public;</p> <p>that a 250 square foot area, in an unimproved portion of the public road, located right-of-way at the Ucluelet Inlet end of Matterson Drive be provided for the pavilion; and,</p> <p>that, if unforeseen technical issues arise for the specified site during construction, Council supports finding another suitable location on other municipally owned land for the pavilion.</p>	Certified resolution	Administration	Complete	
09-Jan-24	Amphitrite House Usage Strategy	It was moved and seconded THAT Council support the Amphitrite House programming as presented in report 24-01 and direct Staff to issue an RFP and bring the results back to Council for consideration.	Bring back follow-up report.	Recreation	Assigned	
09-Jan-24	Amphitrite House Usage Strategy	It was moved and seconded THAT Council support the Amphitrite House programming as presented in report 24-01 and direct Staff to issue an RFP and bring the results back to Council for consideration.	Issue RFP	Recreation	in progress	RFP under development
09-Jan-24	December 7, 2023, Regular Council Meeting Minutes	It was moved and seconded THAT the December 7, 2023, Regular Council Meeting Minutes be adopted as presented.	Sign, publish and file minutes	Administration	In Progress	Awaiting execution
09-Jan-24	November 21, 2023, Regular Council Meeting Minutes	It was moved and seconded THAT the November 21, 2023, Regular Council Meeting Minutes be adopted as presented.	Sign, publish and file minutes	Administration	In Progress	Awaiting execution



District of Ucluelet
 200 Main Street
 Ucluelet, BC
 VOR 3A0
dlawrence@ucluelet.ca

November 30, 2023

Re: Appointment of Pacific Rim School District's District of Ucluelet Representative

To whom it may concern,

I trust this letter finds you well. On behalf of the Pacific Rim School District, I am writing to officially communicate the appointment of a representative to serve as the Pacific Rim School District's - District of Ucluelet Representative for the upcoming year.

After careful consideration and consultation, the following Pacific Rim School District's Board Trustee has been selected to represent our District:

1. **Name:** Trustee Cynthia Orr
Position: Representative
Contact Information: corr@sd70.bc.ca

This representative has been chosen for their dedication to education, community involvement, and the betterment of our schools. We are confident that their contributions will greatly benefit the collaborative efforts between the Pacific Rim School District and the District of Ucluelet.

We kindly request that you extend any necessary information, support, meeting agendas and minutes to the appointed Trustee as they engage in their duties as the School District's representative. Furthermore, we look forward to a productive and mutually beneficial partnership throughout the upcoming year.

If there are any additional details or arrangements that need attention, please do not hesitate to contact our office.

Sincerely,

Paula Mason | Manager of Corporate Services | School District 70 Pacific Rim
 Direct 250.720.2770 | Office 250.723.3565
 4690 Roger Street, Port Alberni, BC V9Y 3Z4 | www.sd70.bc.ca

Pacific Rim School District is situated on the ha-houlthee of the čišaaʔath, huupačasʔath, łaʔuukʷiʔath, huuʕiiʔath First Nations and yuuʔuʔiʔath Government, and acknowledges that we work alongside all nuučaañuʔ Nations as well as the Métis Nation of British Columbia to serve the children and youth of the Alberni-Clayoquot region. The district strives to increase awareness, understanding and integration of nuučaañuʔ culture, history, and language in all Pacific Rim School District schools. It is part of our ongoing commitment to Truth and Reconciliation.