



REGULAR MEETING OF COUNCIL
Tuesday, March 17, 2020 @ 3:30 PM
George Fraser Room, Ucluelet Community Centre,
500 Matterson Drive, Ucluelet

AGENDA

		Page
1.	CALL TO ORDER	
2.	ACKNOWLEDGEMENT OF FIRST NATIONS TERRITORY	
	Council would like to acknowledge the Yuułu?iŋ?ath First Nation, on whose traditional territories the District of Ucluelet operates.	
3.	NOTICE OF VIDEO RECORDING	
	Audience members and delegates are advised that this proceeding is being video recorded and broadcast on YouTube.	
4.	ADDITIONS TO AGENDA	
5.	APPROVAL OF AGENDA	
6.	ADOPTION OF MINUTES	
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9.	PUBLIC INPUT, DELEGATIONS & PETITIONS	
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10.1	\$10 a Day Child Care Plan - Response from the Minister Honourable Katrina Chen, Minister of State for Child Care 2020-03-04 Honourable Katrina Chen, Minister of State for Child Care	13 - 14
10.2	UBCM Resolutions Process Maja Tait, UBCM President & Claire Moglove, Chair, Resolutions Committee 2020-03-04 UBCM Resolutions Process	15
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- 12.1 Councillor Marilyn McEwen
Deputy Mayor January - March 2020
- 12.2 Councillor Lara Kemps
Deputy Mayor April - June 2020
- 12.3 Councillor Jennifer Hoar
Deputy Mayor July - September 2020
- 12.4 Councillor Rachelle Cole
Deputy Mayor October - December 2020
- 12.5 Mayor Mayco Noël
- 13. REPORTS
 - 13.1 Five Year Financial Plan 2019 - 2023 Bylaw Variance Report - Q4
Donna Monteith, Chief Financial Officer
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 - 14.1 Lot 13 - Zoning Bylaw Amendment
Bruce Greig, Manager of Community Planning
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- 15. OTHER BUSINESS
- 16. QUESTION PERIOD
- 17. ADJOURNMENT

DISTRICT OF UCLUELET
MINUTES OF THE REGULAR COUNCIL MEETING
HELD IN THE GEORGE FRASER ROOM, 500 MATTERSON DRIVE
Tuesday, February 25, 2020 at 3:30 PM

Present: **Chair:** Mayor Noël
 Council: Councillors Cole, Hoar, Kemps, and McEwen
 Staff: Mark Boysen, Chief Administrative Officer
 Donna Monteith, Director of Finance
 Bruce Greig, Manager of Community Planning
 Joseph Rotenberg, Manager of Corporate Services
 Brent Ashton, Bylaw Officer
 Nicole Morin, Corporate / Planning Clerk

Regrets:

1. CALL TO ORDER

Mayor Noël called the meeting to order at 3:30 PM.

2. ACKNOWLEDGEMENT OF FIRST NATIONS TERRITORY

Council acknowledged the Yuułu?iŋ?ath First Nation, on whose traditional territories the District of Ucluelet operates.

3. NOTICE OF VIDEO RECORDING

Audience members and delegates were advised that this proceeding is being video recorded and broadcast on YouTube.

4. ADDITIONS TO AGENDA

4.1 1. Addition to the Agenda - add new Item No.10.5 Highway Four Closures after page 111

a. C-5 MOTI Correspondence

2. Addition to the Agenda Item 9.2 Delegations after page 11

a. 02-25-2020 Chamber of Commerce Letter Requesting Funding Support

5. APPROVAL OF AGENDA

5.1 February 25, 2020 Regular Agenda

2020.022.REGULAR **It was moved by Councillor Kemps and seconded by Councillor Hoar**
THAT Council approve the February 25, 2020 Agenda as amended.

CARRIED.

6. ADOPTION OF MINUTES

6.1 February 11, 2020 Regular Minutes

Council noted the following errors:

- At the bottom of page 5, add "n" to the word "productio".
- Add "Missoula Theatre" after production.

2020.023.REGULAR **It was moved by Councillor McEwen and seconded by Councillor Hoar**

THAT Council approve the February 11, 2020 Regular Minutes as amended.

CARRIED.

7. UNFINISHED BUSINESS

7.1 There was no unfinished business.

8. MAYOR'S ANNOUNCEMENTS

8.1 **Mayor Noël rose and reported that Council approved the proposed 2020-2023 Collective Agreement between the District of Ucluelet and CUPE Local 118 (Ucluelet) at the February 18, 2020 Closed Council meeting.**

9. PUBLIC INPUT, DELEGATIONS & PETITIONS

9.1 Public Input
There was no public input.

9.2 Delegations

**Laurie Gehrkie, Ucluelet Chamber of Commerce
*Chamber of Commerce Update***

Councillor Kemps recused herself at 3:32 PM due to conflict of interest arising from her role as Executive Director of the Ucluelet Chamber of Commerce.

Laurie Gehrkie, Board Vice-President presented a slideshow, highlights included:

- History of the Chamber of Commerce.
- Events they are involved in which include; Van Isle 360, Porsche Club, Edge 2 Edge Marathon, Midnight Madness, Soapbox Derby, Ukee Days, and Business Décor Contest.
- Their lobbying and support initiatives for 2019 included issuing 50 letters of support, and assisting 40 people with

housing.

- Nominated for a Small Business BC - Open for Business Award and a BC Economic Development Association Award.
- Current initiatives include staff housing at Ucluelet Lodge, locating and establishing a commercial laundry facility, Culinary Round Table, Mayor's Lunch and many networking events.
- A video on the Employee Attraction "Board to Board" Initiative that encourages people to come to Ucluelet for summer employment was presented.

Ms. Gehrkie noted that the Chamber is requesting an annual contribution of \$35,000 for the three budget years of 2020, 2021 and 2022. She noted that the Chamber is growing and moving towards self-sufficiency, and that 6 out of their 11 newest members are new businesses.

Council questions and comments:

- Can you describe the Ambassador Program? Ms. Gehrkie noted that this three year program aims to educate front line and tourism staff about all that the area has to offer. She noted that the Chamber is planning to contribute \$10,000 to the program and it should start in May.
- Can you give us a clear understanding of the outcomes for specific programs over the next three years? Ms. Gehrkie noted the following in response:
 - Moving forward with Business Continuity Study.
 - Develop landlord and housing pool.
 - Work with winter resort municipalities to encourage the seasonal flow of employees between communities.
 - Seasonal celebrations for seasonal employees to encourage them to return.
 - Employee and employer training, including how to apply for grants.
- Council noted that the employee attraction video could be a useful tool.
- Can the Chamber of Commerce provide a report on their activities over the year? Ms. Gehrkie noted that a report could be provided.
- What is the next step for budget process? Mr. Boysen noted that the Chamber's funding request can be integrated into the Special Budget meeting on March 12.
- Has \$30,000 for economic development been allocated to a project? Mr. Boysen noted that it has not yet been

allocated.

- Council noted that they would like to see the report from the Chamber prior to the Special Budget meeting on March 12.

2020.024.REGULAR

It was moved by Councillor McEwen and seconded by Councillor Hoar.

THAT Council defers the Ucluelet Chamber of Commerce's request for budget support to the March 12 Special Budget meeting.

CARRIED.

10. CORRESPONDENCE

Councillor Kemp returned to the meeting at 3:55 after Council dealt with item 9.2.

Council recessed at 3:55 PM.

Council returned to session at 3:58 PM.

10.1 West Coast Fisheries: Sharing Risks and Benefits *Ken McDonald, House of Commons, Chair*

Council discussed the recommendations of the report and noted their general support of the recommendations.

10.2 B.C. Wild Salmon Advisory Council

Council discussed the strategies listed in the report and noted that they will support the strategies at AVICC.

10.3 Implementation of the Recommendations of the Report of the Standing Committee on Fisheries and Oceans - DRAFT *Mayor Noël, District of Ucluelet Mayor*

Council noted an error in the letter that needs to be corrected as follows:

- Remove "the" before Ucluelet in first line of the letter.
- Add comma after "As you may know".

2020.025.REGULAR

It was moved by Councillor Hoar and seconded by Councillor McEwen

THAT Council supports the letter, "Implementation of the Recommendations of the Report of the Standing Committee on Fisheries and Oceans".

CARRIED.

10.4 Ucluelet Schools Seismic Project - Municipal Contribution *School District 70, Lindsay Cheetham, Secretary Treasurer*

Council discussed the funding request for electrical upgrades and the

installation of a generator as part of the Ucluelet Schools Seismic Project.

2020.026.REGULAR **It was moved by Mayor Noël and seconded by Councillor McEwen**

THAT Council commits to contributing a maximum of \$170,000 for the installation of a generator for the Ucluelet Schools Seismic Project.

CARRIED.

10.5 Highway Four Closures

Claire Trevena, Minster, Ministry of Transportation and Infrastructure

Council noted the following:

- Communications during 24 hours closure in January were not communicated well.
- Message board was not working and Drive BC updates were over three hours late.
- Flaggers are not passing on information to waiting motorists, and there is some doubt if flaggers are being provided information.
- 82 businesses participated in Ucluelet Chamber of Commerce survey about the impact of the closures. This data will be used to lobby government at UBCM.
- Road openings are inconsistent and unreliable.
- Mayor Noël is planning to meet a MOTI representative on March 24 and will share Council's concerns at that time.

11. INFORMATION ITEMS

11.1 **There were no information items.**

12. COUNCIL COMMITTEE REPORTS

12.1 **Councillor Marilyn McEwen**
Deputy Mayor January - March 2020

Councillor McEwen attended the following:

Feb 18 - Mayor's Lunch

Feb 18 - Harbour Authority Meeting

Feb 18 - SD70 Seismic Update Meeting

Feb 19 - Committee of the Whole Grant-In-Aid Meeting

Feb 20 - Special Budget Meeting

12.2 **Councillor Lara Kemps**
Deputy Mayor April - June 2020

Councillor Kemps attended the following:

Feb 18 - Mayor's Lunch

Feb 18 - Harbour Authority Meeting
 Feb 18 - SD70 Seismic Update Meeting
 Feb 19 - Committee of the Whole Grant-In-Aid Meeting
 Feb 20 - Special Budget Meeting
 Feb 22 - Small Business BC Awards

12.3 Councillor Jennifer Hoar
Deputy Mayor July - September 2020

Councillor Hoar attended the following:
 Feb 18 - Mayor's Lunch
 Feb 18 - Harbour Authority Meeting
 Feb 18 - SD70 Seismic Update Meeting
 Feb 19 - Committee of the Whole Grant-In-Aid meeting
 Feb 20 - Special Budget Meeting

12.4 Councillor Rachelle Cole
Deputy Mayor October - December 2020

Councillor Cole attended the following:
 Feb 12 - Hospital meeting
 Feb 18 - Alberni Clayoquot Regional District Public Hearing on Cannabis Production
 Feb 18 - Mayor's Lunch
 Feb 18 - Harbour Authority Meeting
 Feb 18 - SD70 Seismic Update Meeting
 Feb 19 - Committee of the Whole Grant-In-Aid meeting
 Feb 20 - Special Budget Meeting

12.5 Mayor Mayco Noël

Mayor Noël attended the following:
 Feb 18 - Mayor's Lunch
 Feb 18 - Harbour Authority Meeting
 Feb 18 - SD70 Seismic Update Meeting
 Feb 19 - Committee of the Whole Grant-In-Aid meeting
 Feb 20 - Special Budget Meeting

13. REPORTS

13.1 Appointment of Joseph Rotenberg as Deputy Corporate Officer
Joseph Rotenberg, Manager of Corporate Services

2020.027.REGULAR **It was moved by Councillor Cole and seconded by Councillor McEwen**

THAT Council approve recommendation 1 of report item, "Appointment of Joseph Rotenberg as Deputy Corporate Officer" which states:

1. *THAT Council appoint Joseph Rotenberg as Deputy Corporate Officer.*

CARRIED.

13.2 Ucluelet Economic Development Corporation
Joseph Rotenberg, Manager of Corporate Services

2020.028.REGULAR **It was moved by Councillor Kemps and seconded by Councillor Cole**

THAT Council approve recommendation 1 of the report item "Ucluelet Economic Development Corporation" which states:

1. *THAT Council direct Staff to take the steps necessary to:*
 - a. *update the Directors of the Ucluelet Economic Development Corporation (UEDC) to Mayco Noël, Lara Kemps, Rachelle Cole, Marilyn McEwen and Jennifer Hoar;*
 - b. *update the Officers of the UEDC to Mayco Noël and Marilyn McEwen; and,*
 - c. *file the 2019 UEDC annual report.*

CARRIED.

14. LEGISLATION

14.1 Zoning Bylaw Amendment for Two Existing Duplexes (Adoption)
Joseph Rotenberg, Manager of Corporate Services

2020.029.REGULAR **It was moved by Councillor Hoar and seconded by Councillor Cole**

THAT Council approve recommendation 1 of report item, "Zoning Bylaw Amendment for Two Existing Duplexes (Adoption)" which states:

1. *THAT District of Ucluelet Zoning Amendment Bylaw No. 1261, 2020, be given third reading.*

CARRIED.

2020.030.REGULAR **It was moved by Councillor Hoar and seconded by Councillor Cole**

THAT Council approve recommendation 2 of report item, "Zoning Bylaw Amendment for Two Existing Duplexes (Adoption)" which states:

2. *THAT District of Ucluelet Zoning Amendment Bylaw No. 1261, 2020, be adopted.*

CARRIED.

14.2 Zoning Bylaw Amendment and DVP for 1178 Coral Way (Adoption)
Joseph Rotenberg, Manager of Corporate Services

Bruce Greig, Manager of Community Planning presented the report and:

- reviewed a slide of the subject property's title.
- explained the notices on title including the difference between restrictive covenants and statutory building schemes.
- noted that the District has no role in enforcing the building scheme as this is private agreement between property owners.
- explained that building schemes do not negate or take priority over District zoning laws.

Council questions and comments:

- Could you please clarify if this is monthly rental or short term rental? Mr. Greig answered that the bylaw amendment only permits an accessory dwelling unit where there is no B&B, so short term rental would not be permitted.
- Could the owners do a B&B in their home? Mr. Greig answered that that they would not be able to do short term rental.

2020.031.REGULAR **It was moved by Councillor McEwen and seconded by Councillor Kemps**
THAT Council approve recommendation 1 of the report item "Zoning Bylaw Amendment and DVP for 1178 Coral Way (Adoption)" which states:
 1. *THAT District of Ucluelet Zoning Amendment Bylaw No. 1259, 2019, be given third reading.*

CARRIED.

2020.032.REGULAR **It was moved by Councillor McEwen and seconded by Councillor Kemps**
THAT Council approve recommendation 2 of the report item "Zoning Bylaw Amendment and DVP for 1178 Coral Way (Adoption)" which states:
 2. *THAT District of Ucluelet Zoning Amendment Bylaw No. 1259, 2019, be adopted.*

CARRIED.

2020.033.REGULAR **It was moved by Councillor McEwen and seconded by Councillor Kemps**
THAT Council approve recommendation 3 of the report item "Zoning Bylaw Amendment and DVP for 1178 Coral Way (Adoption)" which states:
 3. *THAT Development Variance Permit 19-06 be issued.*

CARRIED.

15. OTHER BUSINESS

15.1 Council discussed who would best serve on the ʔapsčiiik ʔašii Visitor Experience Offer Advisory Committee. Parks Canada Agency is requesting that Tla-o-qui-aht First Nation, Yuułuʔiłʔatḥ, District of Tofino and District of Ucluelet provide a representative who is willing to be part of an Advisory Committee to provide advice and recommendations regarding inclusion of key visitor experience elements along the ʔapsčiiik ʔašii, the new multi-use pathway in the Long Beach unit of Pacific Rim National Park Reserve.

2020.034.REGULAR **It was moved by Councillor McEwen and seconded by Mayor Noël**
THAT Council appoint Abby Fortune to the ʔapsčiiik ʔašii Visitor Experience Offer Advisory Committee.

CARRIED.

16. QUESTION PERIOD

16.1 There were no questions from the public.

17. ADJOURNMENT

17.1 The Regular Council meeting was adjourned at 4:40 PM.

CERTIFIED CORRECT: Minutes of the Regular Council Meeting held on Tuesday, February 25, 2020 at 3:30 pm in the George Fraser Room, Ucluelet Community Centre, 500 Matterson Road, Ucluelet, BC.

Mayco Noël
Mayor

Mark Boysen
CAO



VIA E-MAIL

Ref: 247278

March 4, 2020

His Worship Mayor Mayco Noël
 District of Ucluelet
 E-mail: info@ucluelet.ca

Dear Mayor Noël:

Thank you for your letter of February 4, 2020, in support of the \$10 a Day Child Care Plan. As the Minister of State for Child Care, I am pleased to respond.

I understand finding affordable child care is a challenge shared by many families across the province, including those living in the community of Ucluelet. Under the Childcare BC Plan, the Ministry of Children and Family Development is investing \$630 million over three years in improving the affordability of child care. As part of this investment, the [Affordable Child Care Benefit](#) and [Child Care Fee Reduction Initiative](#) were launched in 2018 to begin addressing child care affordability. The combined impact of these programs is providing real savings to families. From September 2018 to December 2019, over 28,800 children have received child care for \$10 a day or less. Of these, more than 12,000 children from low income families are paying nothing at all for child care.

The province is also working to improve access to affordable child care through the creation of more child care spaces through the Childcare BC New Spaces Fund, the Community Child Care Space Creation Program, and the Start-Up Grant Program, which supports unlicensed providers to become licensed. Since July 2018, these three programs have funded over 10,400 new licensed child care spaces throughout British Columbia. You can find more information on these programs by visiting <https://www2.gov.bc.ca/gov/content/family-social-supports/caring-for-young-children/running-daycare-preschool>.

We know that we also need to support the Early Childhood Educator (ECE) workforce to ensure children are getting quality care and learning and that there are enough qualified staff to support the new spaces being created. Through our Early Care and Learning Recruitment and Retention Strategy, we have: implemented a \$1 an hour wage enhancement for almost 11,500 ECEs with a second \$1 an hour increase coming in April 2020, injected almost \$16 million to award more than 5,400 bursaries to help students studying to become an ECE, and added hundreds of new ECE seats funded at post-secondary institutions, including online and in rural and remote communities.

.../2

Ministry of
 Children and Family
 Development

Office of the
 Minister

Mailing Address:
 Parliament Buildings
 Victoria BC V8V 1X4

Location:
 Parliament Buildings
 Victoria

I understand the District of Ucluelet, in partnership with the Alberni-Clayoquot Regional District, Port Alberni, and Tofino, received funding from the Union of British Columbia Municipalities Community Child Care Planning Program. As you know, this program provides local governments with up to \$25,000 to review child care in their community and develop a space creation action plan. I look forward to reviewing the results of your collaborative project and appreciate you, and your partners, considering opportunities to improve child care for families in your communities.

Through the province's Early Learning and Child Care Agreement with the Government of Canada, the province is investing \$60 million to convert approximately 2,500 licensed child care spaces into low-cost spaces at existing child care facilities across British Columbia. Over 50 sites across the province now offer full time, regular hours child care for a maximum parent fee of \$200 per month. This initiative is being evaluated and will inform Government's plan to implement a universal child care system.

Thank you again for writing and for sharing your support of Universal Child Care in British Columbia.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kat', with a long horizontal stroke extending to the right.

Katrina Chen
Minister



March 4, 2020

To: Chair and Board
Chief and Council
Mayor and Council

Re: UBCM Resolutions Process

In response to member feedback, the UBCM Executive is undertaking a review of the resolutions process. This will include consultation with members at Area Association spring conferences, and a subsequent report to the membership at the 2020 Annual Convention. While the review progresses, the Executive has committed to exercise their existing authority more fully, and apply greater rigour to the screening and vetting of resolutions submitted to UBCM for 2020.

With the understanding that a resolutions process review is already underway, the Resolutions Committee of the UBCM Executive has identified measures that UBCM can implement in the immediate term to streamline the process and address the number and repetitiveness of resolutions. In 2020, the Committee will seek to:

- Identify more directly the resolutions that address issues of priority to the membership, and ensure that debate of these priority issues takes place early on.
- Be more firm in sending resolutions back to the sponsor if resolutions do not meet UBCM criteria for format, clear writing, factual information, or relevance to local government administration or operations.
- Standardize language to be gender neutral and, where applicable, refer to local governments or First Nations rather than municipalities or regional districts. The goal is to avoid using debate time to make such amendments.
- Combine similar resolutions, without losing or changing their intent.
- Offer further education and support to members on writing clear, effective resolutions.
- Work more closely with Area Associations to improve the quality of resolutions debated at their spring conventions.

These streamlining measures could affect resolutions that your community submits to Area Associations or to UBCM this year.

Please feel free to contact Reiko Tagami, Policy Analyst (rtagami@ubcm.ca or 604 270 8226 ext. 115), with questions about resolutions streamlining, or the resolutions process review.

Sincerely,

A handwritten signature in black ink that reads 'Maja Tait'.

Maja Tait
UBCM President

A handwritten signature in black ink that reads 'Claire Moglove'.

Claire Moglove
Chair, Resolutions Committee

Joseph Rotenberg

From: Joseph Rotenberg
Sent: March 13, 2020 10:41 AM
To: Joseph Rotenberg
Subject: FW: To Mayor and Council: Proposed action

From: Jens Heyduck [REDACTED]
Sent: March 12, 2020 11:06 AM
Subject: To Mayor and Council: Proposed action

Dear Mayor and Council,

On March 11th, the WHO declared the covid-19 outbreak a global Pandemic. Leading-up to this official announcement, I already learned from numerous cancellations or absence of any bookings through various online forums concerning short-term rentals.

The travel ban for European travellers inbound to the US are first indicators of what's to be expected and furthers the insecurity in travellers and their vacation plans.

With extremely limited resources in our local hospital, it also is fair to say that our community will be among the first to be placed under quarantine, blocking our industry from welcoming those few tourist still courageous enough to travel.

I as a business owner, who is entirely dependant on the tourists visiting our area, this is of great concern. Both myself as well as my partner have fully tooled our 3 local businesses towards tourism ('Ahoy Bags', 'Heyduck Art' and 'Two Beaches Suites Ucluelet').

In order to ready ourselves for the season, we already invested the majority of our capital into our business (production, outfitting our STR suites, construction), fully expecting a successful 2020 season.

I ask Mayor and Council to take action and apply for any funds available at both the provincial as well as federal level, to help local small business owners such as ourselves in such difficult times.

The action plan could include, but not be limited to:

- Providing low interest loans to local businesses
- Defer all property taxes until further notice
- Defer all income taxes until further notice (get the feds to do this)

Without swift and decisive action, small coastal communities such as ours will suffer greatly under the impact this pandemic will cause and with limited resources provided by the government, time is of essence.

Yours truly,
 Jens Heyduck
 [REDACTED], Ucluelet

twobeaches.ca



STAFF REPORT TO COUNCIL

Council Meeting: MARCH 17, 2020
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: DONNA MONTEITH, CHIEF FINANCIAL OFFICER

FILE NO: 1880-20 (FIN. REPORT)

SUBJECT: FIVE YEAR FINANCIAL PLAN 2019-2023 BYLAW, VARIANCE REPORT – Q4 **REPORT NO:** 20-25

ATTACHMENT(S): APPENDIX A - FIVE YEAR FINANCIAL PLAN 2019-2023 BYLAW VARIANCE

RECOMMENDATION(S):

1. THAT Council receives the Five Year Financial Plan 2019-2023 Variance Report for the Fourth Quarter ending December 31, 2019.

PURPOSE/DESIRED OUTCOME:

The purpose of this report is to advise Council as to the financial position and variances in relation to the Five Year Financial Plan 2019-2023 for the District on a quarterly basis.

STRATEGIC GOAL:

This report follows the District's strategic plan indicating that quarterly reports to Council will provide an opportunity for Council and staff to regularly review and communicate progress in achieving Council's goals.

BACKGROUND:

This is a preliminary report to Council relaying the balances for the various revenue and expenditure summary totals for the period of January 1 to December 31, 2019 as per the attached Schedule A. Explanations for some of the major variances identified are included in this report.

Discussion:

Overall total revenues and expenses for the District are consistent for the year. Although both General Government revenue and expenses show as overages, I would mention that the monies flowing from the MRDT program and then paid out to Tourism Ucluelet are no longer recorded through a clearing account. The funds are reported as revenue and expenses, which will impact the variance report. Capital projects are steady with 67% of expenses paid. The auditing team from MNP will begin the audit March 23, 2020. This may result in year end adjusting entries which could effect the overall surplus for the year.

FINANCIAL IMPACTS:

No financial impacts to the Financial Plan Bylaw No. 1245, 2019 to report at this time.

Respectfully submitted: Donna Monteith, Chief Financial Officer



DISTRICT OF UCLUELET
5-YEAR FINANCIAL PLAN
Variance Report - As at December 31, 2019 (Unaudited)

Appendix A

	Dec 31 2019 Actual	2019 Budget	Amount Over (Under) Budget	Percent of Budget Used
REVENUE				
Property Taxes	\$2,894,461	\$2,893,002	\$1,459	100.05%
1% Utility Taxes	44,325	48,085	(\$3,760)	92.18%
Federal/Provincial in place of taxes	39,735	73,000	(\$33,265)	54.43%
Taxes	2,978,522	3,014,087	(\$35,565)	98.82%
Sale of services	1,025,217	853,238	\$171,979	120.16%
Penalties and Interest earned	96,082	85,360	\$10,722	112.56%
Grants and donations	1,814,743	1,455,136	\$359,607	124.71%
Deferred revenues recognized (DCC, other)	-	590,889	(\$590,889)	0.00%
Water sale of services	736,957	775,650	(\$38,693)	95.01%
Sewer sale of services	588,942	630,350	(\$41,408)	93.43%
Transfers	623,873	1,171,314	(\$547,441)	53.26%
Total revenue	7,864,337	8,576,024	(\$711,687)	91.70%
EXPENSE				
Interest payments	76,933	94,783	(17,850)	81.17%
Amortization expenses	1,111,191	1,116,000	(4,809)	99.57%
General Government	1,869,411	1,452,739	416,672	128.68%
Protective services	274,442	326,271	(51,829)	84.11%
Transportation services	911,047	863,994	47,053	105.45%
Environmental health (Garbage/recycling)	27,739	10,000	17,739	277.39%
Cemetery	2,423	8,855	(6,432)	27.36%
Planning and Development	560,874	584,075	(23,201)	96.03%
Recreation and cultural services	1,278,036	1,276,835	1,201	100.09%
Water operations	341,579	743,217	(401,638)	45.96%
Sewer operations	423,081	515,680	(92,599)	82.04%
Total expense	6,876,758	6,992,449	(115,691)	98.35%
ADD				
Add back amortization	1,111,191	1,116,000	(4,809)	99.57%
Total additions	1,111,191	1,146,000	(34,809)	96.96%
DEDUCT				
Principal payments debt	72,314	72,314	0	100.00%
Transfers to reserves	114,806	65,000	49,806	176.63%
Acquisitions of tangible capital assets	1,748,019	2,592,261	(844,242)	67.43%
Total deductions	1,935,140	2,729,575	(794,435)	70.90%
Financial Plan Balance: Surplus (Deficit)	\$163,630	\$0		



STAFF REPORT TO COUNCIL

Council Meeting: MARCH 17, 2019
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: MARK BOYSEN, CHIEF ADMINISTRATIVE OFFICER

FILE NO: 0640-30

SUBJECT: QUARTERLY PROJECTS UPDATE – Q4 - 2019

REPORT NO: 20-23

ATTACHMENT(S): APPENDIX A – 2019 QUARTERLY PROJECT STATUS REPORT TABLE
APPENDIX B – STRATEGIC PLAN TRACKING FOR Q4 2019

RECOMMENDATION(S):

1. THAT Council receives this 2019 Q4 update on the progress of budgeted Staff projects.

PURPOSE:

The purpose of this report is to provide a quarterly update to Council on the progress of key projects that were approved in the 2019 District of Ucluelet Budget. Over 30 projects worth a total of \$3.1 million are planned for completion by the end of 2019.

BACKGROUND:

Staff are pleased to provide this Q4 update on the status of departmental projects for 2019 (**Appendix A**). The current completion status is 83% and the uncompleted projects will be carried forward for completion in 2020. For the 13 projects to be completed in 2020, the average completion is 63%.

Staff have also included Strategic Plan Tracking for 2019 (**Appendix B**) to provide Council with a progress update on actions listed in the 2019-2022 Strategic Plan.

Table 1 below provides a summary of the 2019 projects that are In-Progress, Completed, or scheduled for 2020 Completion.

Table 1: Q4 2019 Status of Departmental Actions.

Department	Planning	Parks and Recreation	Public Works	Admin/ Finance	Fire-Emerg Services	Totals
Completed	0	4	9	3	1	17
2020 Completion	4	2	3	3	1	13

Respectfully submitted:

Mark Boysen, Chief Administrative Officer

2019 Project Management Tracker

Appendix A

Average Completion: 83%

	Project	Category	Project Manager	Planned Start	Estimated Finish	Estimated Budget	Funding Source	Completion	Status
1	Downtown Core Revitalization Design	Community Planning	Mark Boysen	Apr-19	Dec-19	\$225,000	Gas Tax RMI	75%	Initial design and engagement complete. Spring completion.
2	Peninsula Road Revitalization Design	Community Planning	Mark Boysen	Apr-19	Dec-19	\$200,000	Gas Tax	75%	Initial design and engagement complete. Spring completion.
3	OCP Adoption	Community Planning	Bruce Greig	Jan-19	Jul-19	\$60,000	General	90%	Final draft under development.
4	Land Use Demand Study	Community Planning	Bruce Greig	Apr-19	Dec-19	\$25,000	Gas Tax	25%	Completion by Spring 2020.
5	DCC Bylaw Update	Community Planning	Bruce Greig	Jan-18	Jan-20	\$21,500	General	25%	Completion in Summer 2020.
6	Flood Risk Assessment & Mapping	Community Planning	Bruce Greig	Jan-19	Dec-19	\$150,000	Grant	75%	Awarded, completion by Spring 2020.
7	Facilities Asset Plan	Asset Management	Mark Boysen	Apr-19	Dec-19	\$40,000	Gas Tax	100%	Complete.
8	Health Centre Design	Asset Management	Mark Boysen	Mar-19	Dec-19	\$60,000	General	75%	Initial design and engagement complete. Spring completion.
9	Cedar Road Hub	Public Works	Warren Cannon	Jan-19	Jun-19	\$165,000	Gas Tax RMI	100%	Completed. Phase 2 being developed.
10	Marine Drive Path	Public Works	Warren Cannon	Oct-18	Jun-19	\$180,000	RMI	100%	Complete.
11	Bay Street Duplex and Pathway	Sewer	Warren Cannon	Mar-19	Dec-19	\$480,000	Sewer Fees	50%	Projected started. Finish Spring 2020.
12	Bay Street Lift Station	Sewer	Warren Cannon	Oct-18	Jun-19	\$350,000	Sewer Fees	100%	Complete.
13	Lagoon Upgrade	Sewer	Warren Cannon	Apr-18	Dec-19	\$350,000	Sewer Fees	100%	Complete.
14	Scada Sewer	Sewer	Warren Cannon	Oct-19	Dec-19	\$35,000	Sewer Fees	100%	Complete.
15	Sewer Master Plan	Sewer	Warren Cannon	Jan-19	Dec-19	\$50,000	Sewer Fees	75%	Final draft under development.
16	Matterson Reservoir	Water	Warren Cannon	Oct-18	May-19	\$130,000	Water Fees	100%	Complete.
17	Hwy Reservoir Valve	Water	Warren Cannon	Oct-19	Dec-19	\$35,000	Water Fees	-	Funding transfer to 2020 water budget.
18	Well Upgrade	Water	Warren Cannon	Oct-19	Dec-19	\$80,000	Water Fees	100%	Complete.
19	Kennedy Lake	Water	Warren Cannon	Jun-19	Dec-19	\$50,000	Water Fees	-	Funding transfer to 2020 water budget.
20	SCADA Water	Water	Warren Cannon	Sep-19	Dec-19	\$55,000	Water Fees	90%	Ready for commissioning.
21	UCC Capacitor Install	Parks and Recreation	Abby Fortune	Jun-19	Dec-19	\$20,000	General	70%	Pending installation.
22	Parks Office	Parks and Recreation	Abby Fortune	Mar-19	May-19	\$25,000	General	100%	Complete.
23	Amphitrite Point Design	Parks and Recreation	Abby Fortune	Jun-19	Dec-19	\$60,000	RMI Rural Dividend	100%	Complete.
24	Heritage Sign - Spring Cove	Parks and Recreation	Abby Fortune	Mar-19	Dec-19	\$3,000	RMI	100%	Complete.
25	WPT - Spring Cove	Parks and Recreation	Abby Fortune	Sep-18	Dec-19	\$75,000	RMI	80%	Near completion.
26	St. Jacques Park	Parks and Recreation	Abby Fortune	Apr-18	Dec-19	\$83,750	RMI	100%	Complete.
27	Emergency Sirens	Fire and Emergency	Fire Chief	Mar-19	Dec-19	\$40,000	Community Forest	100%	Complete. Enable April 2020.
28	Tsunami Kiosk (Tugwell)	Fire and Emergency	Fire Chief	Apr-19	Dec-19	\$63,700	RMI	30%	Awarded, completion by Spring 2020.
29	Webcasting	Corporate Services	Mark Boysen	Apr-19	Jun-19	\$2,000	General	100%	Complete.
30	Harbour Projects	Small Craft Harbour	Harbourmaster	Apr-19	Dec-19	\$8,700	Harbour Reserves	100%	Complete.

2019 Strategic Plan Tracker

Strategic Plan Actions Planned for 2019

Appendix B



Year	Focus Area	Strategy	Activity	Status
2019	1 - MANAGING GROWTH & MAINTAINING QUALITY OF LIFE	Development bylaw/policy enhancement and modernization	Complete bylaw/policy gap analysis	Gap Analysis initiated, report to Council in first half of 2020.
2019	2 - COMMUNITY DEVELOPMENT	Development of Health Centre	Conduct feasibility study/business case with Island Health	Project Tracker Action #8.
2019	2 - COMMUNITY DEVELOPMENT	Acquire Amphitrite Lands	Pursue grant for lighthouse/residence	Grant submitted for \$1.1M. Response expected in 2020.
2019	2 - COMMUNITY DEVELOPMENT	Acquire Amphitrite Lands	Finalize operations agreement for lighthouse/residence	In discussions with DFO to finalize agreement.
2019	2 - COMMUNITY DEVELOPMENT	Complete Harbour Master Plan	Finalize and adopt HMP	Will be supported by Urban Systems and is budgeted for 2020.
2019	3 - ASSET & INFRASTRUCTURE MANAGEMENT	Complete Asset Management Program	Conduct facility and fleet review	Project Tracker Action #7.
2019	3 - ASSET & INFRASTRUCTURE MANAGEMENT	Develop Peninsula Road Corridor and Infrastructure Strategy	Consultation with Ministry of Transportation and Infrastructure	Letter sent to Province to initiate discussions.
2019	3 - ASSET & INFRASTRUCTURE MANAGEMENT	Develop Peninsula Road Corridor and Infrastructure Strategy	Public planning and engagement program	Consultant work progressing.
2019	3 - ASSET & INFRASTRUCTURE MANAGEMENT	Alignment of Utility Master Plans	Development Cost Charges review	Project Tracker Action #5.
2019	3 - ASSET & INFRASTRUCTURE MANAGEMENT	Alignment of Utility Master Plans	Complete Subdivision Bylaw update	Staff working with consultant (Urban Systems) to complete.
2019	4 - PARTNERSHIPS & COLLABORATION	Alignment of Strategic Plans	Formally share Strategic Plan with neighboring ACRD members and First Nations	Approved Strategic Plan has been mailed to partners.



STAFF REPORT TO COUNCIL

Council Meeting: March 17, 2020
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: NICOLE MORIN, CORPORATE / PLANNING CLERK

FILE NO: 1630-01

SUBJECT: CHEQUE LISTING – FEBRUARY 2020

REPORT NO: 20-21

ATTACHMENT(S): APPENDIX : FEBRUARY 2020 CHEQUE LISTING

RECOMMENDATION(S):

There is no recommendation. This report is provided for information only.

PURPOSE:

The purpose of this report is to provide Council with a regular update on disbursed cheques.

BACKGROUND:

Finance staff have provided a detailed list of last month's cheque run attached as Appendix A.

POLICY OR LEGISLATIVE IMPACTS:

The cheque listing has been reviewed to ensure compliance with the *Freedom of Information and Protection of Privacy Act*. The names of individual's shown on the cheque listing are either employed with the District or contracted for the delivery of goods and services.

OPTIONS REVIEW:

1. There is no recommendation. This report is provided for information only.
(Recommended)
2. THAT Council provide alternative direction to staff.

Respectfully submitted:

Nicole Morin, Corporate / Planning Clerk
Joey Rotenberg, Manager of Corporate Planning

District of Ucluelet
Cheque Listing February 2020

Cheque #	Bank	Pay Date	Vendor #	Vendor Name	Invoice #	Description	Invoice Amount	Hold Amount	Paid Amount	Void
51343686	2	20-Feb-04	FLO01	FLO	IC 607125	EV CHARGING STATIONS X8/SERVICE	29951.33		29951.33	
029883	2	20-Feb-07	CC508	A-MAIS TECHNOLOGIES INC.	2020050	2020 ANNUAL FEE FINANCIALS/PAYROLL/EHOG	13937		13937	
029884	2	20-Feb-07	ACE92	ACE COURIER SERVICES	14270802	EXPRESS CUSTOM TRAILER	23.65		23.65	
029885	2	20-Feb-07	AVR93	ALBERNI VALLEY REFRIGERATION LTD	20200134	OVEN REPAIR-UCC	645.75		645.75	
029886	2	20-Feb-07	B9413	BEELEY PHIL	122966	JAN/20 JANITORIAL MILEAGE	24.07		24.07	
029887	2	20-Feb-07	MA952	BUREAU VERITAS CANADA (2019) INC.	VA10054492	WATER TESTING	263.55		263.55	
029888	2	20-Feb-07	CHE01	CHERNOFF THOMPSON ARCHITECTS	15384	PROJ 39038.1 HEALTH CENTRE STUDY	4123.35		4123.35	
029889	2	20-Feb-07	CN411	CITY OF NANAIMO	122972	UVFB EXAM #5 X9	1086.75		1086.75	
029890	2	20-Feb-07	CIVIN	CIVIC INFO BC	2020-0047	MEMBERSHIP 2020	149.1		149.1	
029891	2	20-Feb-07	CCL88	CORLAZZOLI CONTRACTING LTD	0024	WPT TREE REMOVAL	315		315	
029892	2	20-Feb-07	CE004	CORPORATE EXPRESS CANADA INC	52506946	LABEL MAKER-PW	103.53		103.53	
029893	2	20-Feb-07	DJ002	DRAESEKE JAN	122974	CHI GONG JAN/20	156.57		156.57	
029894	2	20-Feb-07	dfc01	DUMAS FREIGHT COMPANY	73675 66489	CLEARTECH FOUR STAR WATERWORKS	194.25 46.16		240.41	
029895	2	20-Feb-07	EB295	E.B. HORSMAN & SON	12346146 12339720 12351860 12349936	WORKS SHED ITEMS ELECTRICAL CODE BOOK PW GFX BATTERY-FRASER LN LIFT CAPACITOR EQUIPMENT	24.39 189 20.83 9232.14		9466.36	
029896	2	20-Feb-07	EP047	ENGINEERED PUMP SYSTEMS LTD.	64700	O-RINGS PW	50.4		50.4	
029920	2	20-Feb-07	WC345	WURTH CANADA LTD	23788687	TIGERFLEX GLOVES/WATER PUMP PLIERS	219.87		219.87	
029919	2	20-Feb-07	WIL01	WILLIAMSON ASHLEY	122977	YOGA JAN/20	113.63		113.63	
029918	2	20-Feb-07	US001	URBAN SYSTEMS LTD.	173954 173269 173956 174401 173955 174400 174309 174399	PROJ 1427.0005.01 PROJ 1427.0004.01 PROJ 1427.0011.01 PROJ 1427.0011.01 PROJ 1427.0007.01 PROJ 1427.0007.01 PROJ 1427.0004.01 PROJ 1427.0005.01	6692.7 8610 10001.25 7533.75 4164.62 297.68 12810 9213.75		59323.75	
029917	2	20-Feb-07	UR849	UCLUELET RENT-IT CENTER LTD	36006	CAUSEWAY REMOVAL	1110.5		1110.5	
029916	2	20-Feb-07	UP459	UCLUELET PETRO-CANADA	7409 7422 7465 7463	#23 FORD RANGER-BRAKE MAINTENANCE #24 FORD F150 OIL SERVICE #12 BACKHOE HYDRAULIC OIL #3 SIERRA EXHAUST PIPE REPAIR	799.51 220.59 74.01 124.66		1218.77	
029915	2	20-Feb-07	UMC10	DR CELINA HORN	8108	UVFB-APPLICANT MEDICAL EXAM	50		50	
029914	2	20-Feb-07	LEASE	UCLUELET CONSUMERS CO-OPERATIVE ASSN	02/20	FEB/20 LEASE	250		250	
029913	2	20-Feb-07	SK010	STRICKLAND KARLA	122975	EQUIPMENT AGREEMENT 2019/2020	24		24	
029912	2	20-Feb-07	NS003	SIGMUND, NORANANDA	122978	YOGA JAN/20	115.98		115.98	
029911	2	20-Feb-07	SD199	SCHRAMM DESIGN	TG20-54	TIDE GUIDES 2020	57.75		57.75	
029910	2	20-Feb-07	MP001	MARTIN JIM	122971	TERRACE BEACH PATH CONTRACT	750		750	
029909	2	20-Feb-07	MC481	MARTIN CRIS	122973	CTM JAN/20	18.38		18.38	
029908	2	20-Feb-07	K9286	KEMPS KIM	122970	KEMPS-WORK BOOTS/REIMBURSEMENT	178.35		178.35	
029907	2	20-Feb-07	CK608	KASSLYN CONTRACTING	D703 D704	D703 D704	333 2779.88		3112.88	
029906	2	20-Feb-07	JAL42	JAL DESIGNS AND GRAPHICS INC.	40501273	UVFB-HELMET DECALS	56		56	
029905	2	20-Feb-07	HS002	HOGAN, SARAH	122969 122979	FALL GLEE RH 2019 DANCE FIT JAN/20	144 79.59		223.59	
029904	2	20-Feb-07	HWK01	HEARTWOOD KITCHEN LIMITED	5010	MILLAR-RETIREMENT PARTY	1395.11		1395.11	
029903	2	20-Feb-07	HAR03	HARTWELL KEVIN	122976	TIGER CHI GUNG JAN/20	98.37		98.37	
029902	2	20-Feb-07	G8059	GIBSON BROS. CONTRACTING LTD.	21653	HYDRO SAND-ROADS	311.17		311.17	
029901	2	20-Feb-07	FS004	EMCO CORPORATION	56364	FLOW METER	220.83		220.83	
029900	2	20-Feb-07	F9134	FORTUNE, MARK	122968	TRAINING PROP SUPPLIES-REIMBRSMNT	466.44		466.44	
029899	2	20-Feb-07	FA898	FORTUNE ABBY	122967	FORTUNE-REC FOUNDATION-HARRISON HOTSPRNG	509.17		509.17	
029898	2	20-Feb-07	FW050	FAR WEST DISTRIBUTORS LTD	331519 332309	ICE MELT-PW UCC CLEAN SWEEP	1408.7 468.39		1877.09	

District of Ucluelet
Cheque Listing February 2020

Cheque #	Bank	Pay Date	Vendor #	Vendor Name	Invoice #	Description	Invoice Amount	Hold Amount	Paid Amount	Void
029897	2	20-Feb-07	EL048	ERIK LARSEN DIESEL CO. LTD.	717624 717626	DUMP TRUCK-REPAIRS BACKHOE-REPAIRS	8347.26 450.75		8798.01	
029921	2	20-Feb-21	AHI01	ALLES HOLDINGS INC	45 44	FEB 10-21/20 CONTRACT SERVICES JAN 27-FEB 7/20 CONTRACT SERVICES	630 630		1260	
029922	2	20-Feb-21	BCF01	BC FIRE TRAINING OFFICERS ASSOCIATION	3801	ANNUAL MEMBERSHIP DUES	157.5		157.5	
029923	2	20-Feb-21	MA952	BUREAU VERITAS CANADA (2019) INC.	VA10059040 VA10063249 VA10067014	WATER TESTING C005690 WATER TESTING C007492 WATER TESTING C009304	263.55 263.55 263.55		790.65	
029924	2	20-Feb-21	BUS01	BUSTON, TONI	122987	JAN/20 YOUTH CO	920		920	
029925	2	20-Feb-21	CFP22	CALEDONIA FIRE PROTECTION LTD	25889-I	UCC SEMI-ANNUAL INSPECTION	266.44		266.44	
029926	2	20-Feb-21	CN411	CITY OF NANAIMO	122984	UVFB EXAM #6 X9	1086.75		1086.75	
029927	2	20-Feb-21	CT002	CLEARTECH INDUSTRIES INC	193947ANJ 821060	CONTAINER RETURN SODIUM HYPOCHLORITE/CONTAINER DEP	-273 828.07		555.07	
029928	2	20-Feb-21	45R27	CONNECT ROCKET COMMUNICATIONS INC.	3693	FEB/20 MONTHLY SUBSCRIPTION	228.25		228.25	
029929	2	20-Feb-21	CCL88	CORLAZZOLI CONTRACTING LTD	0026	TREE REMOVAL ODYSSEY LN	315		315	
029930	2	20-Feb-21	CE004	CORPORATE EXPRESS CANADA INC	52520781 52363866 52538027 52634848	COPY PAPER-UCC OFFICE SUPPLIES-LYCHE SPACE HEATER/MAGNETS-UCC COMPUTER KEYBOARD/WALL CALENDAR	65.62 132.93 133.21 121.83		453.59	
029931	2	20-Feb-21	CN043	CROWS NEST UCLUELET	5650	OFFICE SUPPLIES-PW	52.25		52.25	
029932	2	20-Feb-21	CUPE1	CUPE LOCAL #118	01/20	JAN/20 DUES	1196.38		1196.38	
029933	2	20-Feb-21	DFC01	DUMAS FREIGHT COMPANY	66494 66493 68411	FOUR STAR WATERWORKS FOUR STAR WATERWORKS CLEARTECH	115.76 46.16 477.75		639.67	
029934	2	20-Feb-21	EBB01	EBBWATER CONSULTING INC.	321	FLOOD RISK ASSESSMENT JAN/20	13564.69		13564.69	
029935	2	20-Feb-21	EXP01	EXPRESS CUSTOM TRAILER MFG	00089666	SIERRA TAILGATE LIFT PLATE	334.88		334.88	
029936	2	20-Feb-21	FW050	FAR WEST DISTRIBUTORS LTD	332329 332563	POTATO CHIPS-UCC RESALE UCC/LYCHE BATHROOM SUPPLIES	12.39 568.58		580.97	
029937	2	20-Feb-21	FC006	FINNING (CANADA)	946604870 946605143	BACKHOE-OIL CHANGE/SERVICE BACKHOE-OIL FILTER	318.1 130.68		448.78	
029938	2	20-Feb-21	F9134	FORTUNE, MARK	122989 122985	EFTINK RETIREMENT GIFT-REIMBURSE UVFB TRAINING MATERIAL-REIMBURSE	50.4 39.85		90.25	
029939	2	20-Feb-21	FSC10	FOUR STAR COMMUNICATIONS INC	53623	JAN/20 ANSWERING SERVICES	149.95		149.95	
029940	2	20-Feb-21	FS004	EMCO CORPORATION	56464 56447 56449	PW YARD SUPPLIES PW YARD SUPPLIES PW YARD SUPPLIES	112.53 835.03 3075.35		4022.91	
029941	2	20-Feb-21	FRE01	FRECHEVILLE MARYLISE	122986	AFTERSCHOOL PROGRAM/CRIM CHECK	278		278	
029942	2	20-Feb-21	GB059	GIBSON BROS. CONTRACTING LTD.	21663 21662	SAND-ICE/SNOW REMOVAL CRUSH GRAVEL-PW	600 250		850	
029943	2	20-Feb-21	IC130	INFOSAT COMMUNICATIONS	417606	SAT PHONE FEB/20	65.12		65.12	
029944	2	20-Feb-21	IB275	ISLAND BUSINESS PRINT GROUP LTD	172491	#10 WINDOW ENVELOPES (X2500)	156.8		156.8	
029945	2	20-Feb-21	JR381	J. ROBBINS CONSTRUCTION LTD	4273	WPT GRAVEL/DELIVERY	350.35		350.35	
029946	2	20-Feb-21	JJ072	JUSTICE INSTITUTE OF B.C.	8908	GEDDES-FIRE INVESTIGATION COURSE	767.13		767.13	
029947	2	20-Feb-21	CK608	KASSLYN CONTRACTING	D705 D706	D705 D706	1227.56 201.7		1429.26	
029948	2	20-Feb-21	LB454	LADYBIRD ENGRAVING & WEB CREATIONS LTD	1829	NAME PLATE/DESK SLIDER	30.24		30.24	
029949	2	20-Feb-21	M9277	MCDIARMID JOHN	122628 122833	MCDIARMID-EOCP/BCWWA DUES MCDIARMID-BOOTS	172.5 175		347.5	
029950	2	20-Feb-21	MISC		122983	CHOIR-REFUND PYMT	210		210	
029951	2	20-Feb-21	MISC		BP19-15A	DMG DEPOSIT RETURN	1000		1000	
029952	2	20-Feb-21	NRG20	NRGWISE CONSULTING	UCL 2001	BARGAINING PREP-CONSULT	1162.5		1162.5	
029953	2	20-Feb-21	PBX12	PBX ENGINEERING LTD	8244	LOST SHOE SCADA CONTROLS	1302		1302	
029954	2	20-Feb-21	PI110	PUROLATOR INC	443659332 443782804	YOUNG ANDERSON/BV LABS BV LABS	137.13 99.38		236.51	
029955	2	20-Feb-21	SI604	SHU IAN	122981	PURPLE DRAGON PYMT A WINTER/20	2505.36		2505.36	

District of Ucluelet
Cheque Listing February 2020

Cheque #	Bank	Pay Date	Vendor #	Vendor Name	Invoice #	Description	Invoice Amount	Hold Amount	Paid Amount	Void
029956	2	20-Feb-21	SS419	SOLIDARITY SNACKS	242	JOINT COMMITTEES MTNG SNACKS	483.53		1208.82	
					243	EOC LUNCH	725.29			
029957	2	20-Feb-21	SBR01	SONBIRD REFUSE & RECYCLING LTD.	38103	UCC GARBAGE JAN/20	238.69		2725.69	
					122988	75% TAG SALES 2017,2018,2019	2487			
029958	2	20-Feb-21	SK010	STRICKLAND KARLA	122982	CLAY WINTER/20	4848		4848	
029959	2	20-Feb-21	SUN02	SUN LIFE ASSURANCE COMPANY OF CANADA	75413	FEB/20 EAP PROGRAM	117.6		117.6	
029960	2	20-Feb-21	SP010	SUPERIOR PROPANE	28495487	REC HALL-PROPANE REFILL	731.04		900.62	
					28583790	UCC TANK RENTAL	169.58			
029961	2	20-Feb-21	TC002	THORNTON CREEK ENHANCEMENT SOCIETY	2020 TCH	2020 DONATION COLLECTED HARBOURS	2080.63		2080.63	
029962	2	20-Feb-21	TWT32	TIDEWATER TIMBERFRAMES	15244A	UVFB TRAINING MATERIALS-REIMBURSEMENT	89.31		89.31	
029963	2	20-Feb-21	tu428	TOURISM UCLUELET	11/19	NOV/19 MRDT	15125.48		15125.48	
029964	2	20-Feb-21	TSC19	TRANSPARENT SOLUTIONS CORP	11003	CLEARMAIL SPAM FILTER MAR/20	20.95		20.95	
029965	2	20-Feb-21	UC142	UCLUELET CONSUMER'S CO-OPERATIVE ASSN	71311739	#2 PREM FUEL	71.84		3136.79	
					07JAN2020#3966	COFFEE-PW	28.99			
					08JAN2020#4304	PARKS EQUIPMENT	132.14			
					17JAN2020#2644	PARKS SUPPLIES-CLEAN SWEEP/ETRUCK/ETC	148.05			
					71312148	#4 REG FUEL	88.36			
					71314450	#2 PREM FUEL	86.01			
					10JAN2020#0778	BLEACH-UCC	23.49			
					6332	CARDLOCK JAN/20	2528.13			
					13JAN2020#5675	MAGNETS-PW	20.57			
					13JAN2020#5690	MAGNETS RETURN-PW	-15.42			
					06JAN2020#4783	SNACKS-EMERGENCY	24.63			
029966	2	20-Feb-21	UC142	UCLUELET CONSUMER'S CO-OPERATIVE ASSN	71309015	#2 PREMIUM FUEL	70.03		325.93	
					22JAN2020#3791	YOUTH ROOM-SNACKS/SUPPLIES	40.6			
					23JAN2020#1974	BROOM/DUSTPAN-UCC	52.62			
					23JAN2020#4046	AFTERSCHOOL PROGRAM-SNACKS	13.04			
					24JAN2020#4299	COFFEE SUPPLIES-LYCHE	2.79			
					71307551	PW-GAS CANS	51.41			
					14JAN2020#5981	AFTERSCHOOL PROGRAM-SNACKS	29.76			
					17JAN2020#2673	COFFEE-COUNCIL MEETING	12.99			
					17JAN2020#7589	COFFEE SUPPLIES-COW MEETING	23.96			
					20JAN2020#3307	COFFEE CREAMER-PW	18			
					15JAN2020#2165	BLEACH-PW	10.73			
029967	2	20-Feb-21	UC142	UCLUELET CONSUMER'S CO-OPERATIVE ASSN	71311807	R1 FUEL	38.2		61.21	
					71315085	#2 PREM FUEL	23.01			
029968	2	20-Feb-21	LEASE	UCLUELET CONSUMERS CO-OPERATIVE ASSN	03/20	MAR/20 LEASE	250		250	
029969	2	20-Feb-21	UR849	UCLUELET RENT-IT CENTER LTD	36226	JAN/20 PORTABLES	1545.6		2703.21	
					35797	ELECTRIC TRIMMER-PARKS	720.81			
					36527	LIFT STN PUMPOUT-MARINE DR	436.8			
029970	2	20-Feb-21	wp166	WINDSOR PLYWOOD - UCLUELET DIV.	10920A	TOILET PARTS-UAC	197.51		2730.37	
					10988A	BATHROOM REPAIR PARTS-UCC	22.75			
					11208A	LIGHTBULBS-LYCHE	20.73			
					11790A	SHED PROJECT-MATERIALS	788.44			
					13189A	REC HALL KEY COPIES	26.88			
					13490B	PW SHOP SUPPLIES	1358.35			
					13520A	PARKS SUPPLIES/MATERIALS	387.21			
					11320A	ITEM RETURNED FOR CREDIT	-71.5			
029971	2	20-Feb-21	XC300	XPLORNET COMMUNICATIONS INC	INV30525492	EMRGNCY INTERNET FIREHALL FEB/20	70.55		70.55	
029972	2	20-Feb-25	OE421	ON THE EDGE ROOFING & CONTRACTING	578	XMAS LIGHT INSTALL/REMOVE LYCHE/FH	787.5		787.5	
029973	2	20-Feb-28	M9370	McEWEN MARILYN	122990	MCEWEN - LGLA FEB 4-6	1091.27		1091.27	



STAFF REPORT TO COUNCIL

Council Meeting: March 17, 2020
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: NICOLE MORIN, CORPORATE / PLANNING CLERK

FILE NO: 0550-20

SUBJECT: RESOLUTION TRACKING – FEBRUARY 2020

REPORT NO: 20-22

ATTACHMENT(S): APPENDIX A: RESOLUTION TRACKING

RECOMMENDATION(S):

There is no recommendation. This report is provided for information only.

PURPOSE:

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

BACKGROUND:

The resolution follow-up status categories are:

- Assigned – action has not yet commenced;
- In Progress – action has been taken by staff; and
- Complete – action has been completed.

Items will be removed from the list after actions are shown once as being completed.

OPTIONS REVIEW:

1. There is no recommendation. This report is provided for information only. **(Recommended)**
2. **THAT** Council provide alternative direction to staff.

Respectfully submitted: Nicole Morin, Corporate / Planning Clerk
Joey Rotenberg, Manager of Corporate Services

Meeting	Date	Agenda Item #	Meeting Item Description	Resolution	Description	Department Responsible	Follow-Up Status
Regular Council	25-Sep-18	11.3.	Lease with Ucluelet & Area Historical Society	THAT Council approve recommendation 1 of report item, "Lease With Ucluelet & Area Historical Society", which states: THAT Council enter into a lease agreement with the Ucluelet and Area Historical Society that is similar to their original Provincial Lease #111228 – Block A District Lot 1507, Clayoquot Land District for approximately 2.4 hectares.	Meet with UAHS looking at options. UAHS to get back to Ms. Fortune to confirm the direction they would like to proceed	Parks & Recreation	In Progress: with Historical Society for review and signing
Regular Council	11-Dec-18	12.2.	2019 Council Meeting Schedule	THAT Council direct staff to update the District of Ucluelet Council Procedures Bylaw No. 1166, 2014 to reflect the new meeting schedule.	Update Council Procedures Bylaw	Corporate Services	In Progress: Currently in the peer review process
Regular Council	14-May-19	13.4.	Zoning Amendment, Housing Agreement & DVP (354 Forbes Road)	THAT Council, with regard to the proposal to renovate the building on Lot 17, District Lot 281, Clayoquot District, Plan VIP76147 (354 Forbes Road) and request for zoning amendments to permit commercial tourist accommodation on the property; give third reading to the "District of Ucluelet Zoning Bylaw Amendment Bylaw No. 1248, 2019"; give third reading to the "Ucluelet Housing Agreement Bylaw No. 1249, 2019"; and issue Development Variance Permit DVP19-03	Bring Bylaw No. 1248 & No. 1249 for adoption, once all subject to conditions being met	Planning	In Progress - waiting for applicant to meet conditions prior to adoption
Regular Council	08-Oct-19	14.1	Proposed Rezoning, Subdivision, and Development Permits for 221 Minato Road (Lot B, District Lot 286, Clayoquot District, Plan VIP79908)	THAT Council: a. indicate support for the updated proposal including an offer of a \$10,000 contribution to the District of Ucluelet for adding fencing, interpretive signs and protective barriers at trail ends to protect adjacent marine shoreline habitat; b. give the District of Ucluelet Zoning Amendment Bylaw No. 1244, 2019 First and Second reading; and, c. direct staff to prepare the necessary permits, covenants and agreements and present them to Council prior to Bylaw No. 1244 proceeding to a public hearing.	Staff to prepare the necessary permits, covenants and agreements and present them to Council prior to Bylaw No. 1244 proceeding to a public hearing	Planning	In Progress - new plan received; preparing staff report
Regular Council	22-Oct-19	10.2.	Community Child Care Space Creation Program and Community Child Care Planning Grant Program	THAT Council directs Staff to apply for the Community Child Care Planning Grant Program that is due January 31, 2020.	Staff to apply for the Community Child Care Planning Grant Program that is due January 31, 2020	Recreation	Completed - This work was completed by the ACRD Health Network and provided the District with helpful information about daycare needs.
Regular Council	26-Nov-19	12.3.	Community Emergency Preparedness Fund - UVFB Air Management Program Grant	THAT Council supports the activities outlined in the District of Ucluelet 2019 grant application to the UBCM Community Emergency Preparedness Fund Volunteer & Composite Fire Departments Equipment & Training Grant. THAT Council will provide overall grant management if the District of Ucluelet is awarded the UBCM Community Emergency Preparedness Fund Volunteer & Composite Fire Departments Equipment & Training Grant.	Staff to apply for grant.	Fire & ESS	Complete
Regular Council	26-Nov-19	13.2.	Lot 13 Marine Drive - Proposed Affordable Housing	THAT Council encourage the applicant to provide further detail and / or clarification on the following: a. the proposed construction method, quality, energy efficiency and exterior materials of the housing units; b. details of the mechanism and legal instruments which would define and ensure the ongoing affordability of the units, for both rental and ownership models; c. detailed landscape preservation and stream corridor mitigation plans; and, d. analysis of servicing requirements and potential efficiencies with municipal utility networks and for connections through the site.	Staff to follow up with the applicant and prepare report for Council.	Planning	In Progress
Regular Council	26-Nov-19	13.2.	Lot 13 Marine Drive - Proposed Affordable Housing	THAT Council approve recommendation 2 of report item "Lot 13 Marine Drive - Proposed Affordable Housing" which states: 2. THAT Council direct staff to prepare a zoning amendment bylaw to accommodate the use and density of the proposed affordable housing development on Lot 13, for introduction at a future Council meeting.	Staff to prepare zoning amendment bylaw.	Planning	In Progress

Meeting	Date	Agenda Item #	Meeting Item Description	Resolution	Description	Department Responsible	Follow-Up Status
Regular Council	26-Nov-19	13.2.	Lot 13 Marine Drive - Proposed Affordable Housing	THAT Council indicate it is prepared to support one or more of the following concessions sought by the developer of the proposed 33-unit micro-lot affordable housing development on Lot 13: consider adopting a DCC Cost Reduction and Waiver Bylaw for affordable housing and/or other categories of qualifying development and, if so, direct staff to prepare a draft bylaw and report on funding options for initial consideration and public input; and accept that purchase or rent by households earning the median income or less is deemed as meeting the intent of the District's policies for affordable housing, rather than households earning 80% of median income or less for this project.	Staff to prepare a draft bylaw and report, once applicant has provided details of their proposal	Planning	In Progress
Regular Council	10-Dec-19	13.2.	Temporary Use Permit - 1861 Peninsula Road	THAT Council provide an opportunity for public comment on this item; and, THAT, subject to public comment, Council authorize issuance of Temporary Use Permit 19-06 to allow residential and seasonal accommodation for up to three years in the Thornton Motel located at 1861 Peninsula Road.	Staff to issue permit - sign, scan, file and receive deposit	Planning	In Progress
Regular Council	10-Dec-19			THAT Staff provide Council with options for rejuvenating the Frank Jones Memorial site.	Staff to provide Council with options for rejuvenating the Frank Jones Memorial site	Recreation	In Progress - This will be part of overall master plan for Tugwell Field Area - Planning 2020
Regular Council	14-Jan-20			THAT Staff work with Black Rock Oceanfront Resort & Spa to identify unique solutions for navigation to the resort.	A.) Staff to incorporate options for directional landmarks in designs for Peninsula Road B.) Staff to follow up with Black Rock to discuss options for appropriate directional signs	Planning & Public Works	Assigned
Regular Council	14-Jan-20	12.2.	Zoning Bylaw Amendment for Two Existing Duplex Properties	THAT Council approve recommendation 1 of report item, "Zoning Bylaw Amendment for Two Existing Duplex Properties" which states: THAT District of Ucluelet Zoning Amendment Bylaw No. 1261, 2020, be given first and second reading and advanced to a public hearing.	Staff to bring this item to Public Hearing	Corporate Services	Complete
Regular Council	14-Jan-20	12.1	Zoning Bylaw Amendment for 2100 Peninsula Road	That staff prepare a report that identifies options for the regulation of odor and noise, including a covenant.	Staff to prepare a report	Planning	In Progress - awaiting information from applicant
Regular Council	14-Jan-20	11.2.	Development and Development Variance Permit for 1580 Peninsula Rd.	THAT Council, with regard to the proposed exterior building renovation, landscaping and signage at the Ucluelet Consumers Co-operative store on Lot 1, District Lot 282, Clayoquot District, Plan VIP30080 (1580 Peninsula Road), approve the following: a. subject to public comment, issue Development Variance Permit DVP19-05 to allow 12 fascia signs with an overall area of 42.8 square metres, whereas section 3.21 and 4.3 of the District of Ucluelet's Sign Bylaw No. 1060, 2007, would allow only one fascia sign that is no greater than 2.3 square metres; and, b. issue Development Permit DP19-05 for a general building renovation, landscaping and signage on the CO-OP Grocery Store property.	Staff to issue Development permit and Development Variance permit	Planning	Complete
Regular Council	28-Jan-20	14.1	Building Infractions and Zoning Bylaw Amendment for 2088 Peninsula Road (RAVEN LODGE)	THAT District of Ucluelet Zoning Amendment Bylaw No. 1262, 2020, be given first and second reading and advanced to a public hearing.	Staff to bring the item to public hearing	Corporate Services	In Progress
Regular Council	28-Jan-20	14.1.	Building Infractions and Zoning Bylaw Amendment for 2088 Peninsula Road	THAT a Notice pursuant to the authority of Section 57 of the Community Charter be filed in the Land Titles Office against the Title of Lot 8, District Lot 284, Clayoquot Land District, Plan VIP58757; PID 018-743-668; having a civic address of 2088 Peninsula Road.	Staff to file Section 57 on title	Administration	In Progress
Regular Council	11-Feb-20		January 30: Attended the Joint EOC exercise January 30: Attended the Old Growth Strategy Workshop		Book meeting with Minister of Forests at UBCM to discuss Old Growth Strategy which will not be completed by then	Administration	Assigned
Regular Council	11-Feb-20	14.1.	Bylaw No. 1266, 2020 Single-Use Item Regulation Nicole Morin, Corporate / Planning Clerk	THAT "District of Ucluelet Single-Use Item Regulation Bylaw No. 1266, 2020" be introduced and given first, second and third reading. THAT a copy of the Bylaw be sent to the Minister of Environment and Climate Change Strategy for approval.	Send the bylaw to Ministry for approval	Administration	Complete

Meeting	Date	Agenda Item #	Meeting Item Description	Resolution	Description	Department Responsible	Follow-Up Status
Regular Council	11-Feb-20	13.5.	West Coast Multi-Use Path Extension Bruce Greig, Manager of Community Planning	THAT the District of Ucluelet Council indicates support for the District to provide maintenance on the proposed new section of West Coast Multi Use Path on behalf of the Alberni Clayoquot Regional District, subject to future agreement on the level of service and fee.	Write a letter to the ACRD which conveys the the District of Ucluelet's support for the District to provide maintenance on the proposed new section of West Coast Multi Use Path on behalf of the ACRD	Administration	Complete
Regular Council	11-Feb-20	13.5.	West Coast Multi-Use Path Extension Bruce Greig, Manager of Community Planning	THAT the District of Ucluelet Council indicates support for the District to provide maintenance on the proposed new section of West Coast Multi Use Path on behalf of the Alberni Clayoquot Regional District, subject to future agreement on the level of service and fee.	Write a letter in support of the of ACRD application for ICET funding to develop the Multi-Use path extension	Administration	Complete
Regular Council	11-Feb-20	10.3.	Clayoquot Biosphere Trust (CBT) Request for Budget Support for NEST Initiative Rebecca Hurwitz, Executive Director, CBT	THAT the Clayoquot Biosphere Trust (CBT) Request for Budget Support for NEST Initiative correspondence be deferred to the February 20, 2020 Special Budget Meeting.	Add this correspondence to February 20, 2020 Special Budget Meeting Agenda	Administration	Complete
Regular Council	11-Feb-20	10.2.	MOTI Oceans Protection Plan Places of Refuge Initiative Captain David Kyle, Place of Refuge Initiative Lead, Oceans Protection Plan	THAT the MOTI Oceans Protection Plan Places of Refuge Initiative correspondence be deferred to the February 18, 2020 Harbour Authority Meeting.	Add this correspondence to the next Harbour Authority Agenda	Administration	Complete
Regular Council	11-Feb-20	10.1.	Invitation to West Coast Land Stewardship Corridor initiative led by West Coast First Nations and Partners Bob Hansen		RSVP for Councillor McEwen, Cole and Hoar	Administration	Complete
Regular Council	11-Feb-20	13.5.	West Coast Multi-Use Path Extension Bruce Greig, Manager of Community Planning	THAT the District of Ucluelet make application to the Ministry of Forests, Lands, Natural Resource Operations and Rural Development to expand Licence of Occupation File 1407317, to allow for the extension of the West Coast Multi Use Path and other associated utility uses, between the existing Multi Use Path and Pacific Rim National Park Reserve.	Apply to the Ministry of Forests, Lands, Natural Resource Operations and Rural Development	Planning	In Progress - ACRD staff submitting application
Special Council Budget	20-Feb-20	6.1.	January 23, 2020 Special Council Budget Minutes	THAT Council adopt the January 23, 2020 Special Council Budget Minutes as amended.	Print, sign, scan, file and post minutes	Administration	Complete
Special Council Budget	20-Feb-20	11.2.	Review Projects by Departments	THAT staff submit an application for grant funding for the Ucluelet Water Capacity and Filtration Improvements Project through the ICIP - Green Infrastructure: Environmental Quality Sub-stream; and THAT Council Supports the project and commits to its share up to \$2,600,000 of the project.	Submit grant application	Public Works	Complete
Special Council Budget	20-Feb-20	12.1.	Other Business		Council requested that the NEST correspondence be brought back to the March 12, 2020 Special Budget Meeting for consideration	Administration	Complete
Special Council Budget	20-Feb-20	11.1.	2020 Grants-in-Aid & Council Contributions	THAT Council review request for grant in aid and direct staff on the actual amount to be awarded to each applicant. THAT Council reviews requests for Council contributions towards facility use and lease payments and direct staff on the actual amount to be awarded to each applicant.	Write letter to successful and unsuccessful applicants. Issue grant-in-aid funds	Finance	Complete
Regular Council	20-Feb-20	11.1	2020 Grants in Aid and In Kind Contributions	THAT Council review requests for council contributions towards facility use and lease payments and direct staff on the actual amount to be awarded to each applicant & THAT Council review request for grant in aid and direct staff on the actual amount to be awarded to each applicant.	Write Grant in Aid and Council In Kind Contribution letters to successful and unsuccessful applicants	Administration	Complete
Regular Council	25-Feb-20	13.1	Appointment of Joseph Rotenberg as Deputy Corporate Officer	THAT Council approve recommendation 1 of report item, "Appointment of Joseph Rotenberg as Deputy Corporate Officer" which states: THAT Council appoint Joseph Rotenberg as Deputy Corporate Officer.	Certified Resolution in HR file and note on Appointments file	Administration	Complete
Regular Council	25-Feb-20	14.2	Zoning Bylaw Amendment and DVP for 1178 Coral Way (Adoption) Joseph Rotenberg, Manager of Corporate Services	THAT Council approve recommendation 2 of the report item "Zoning Bylaw Amendment and DVP for 1178 Coral Way (Adoption)" which states: 2. THAT District of Ucluelet Zoning Amendment Bylaw No. 1259, 2019, be adopted.	Print, sign, scan, file bylaw.	Administration	Complete
Regular Council	25-Feb-20	6.1.	February 11, 2020 Regular Minutes	THAT Council approve the February 11, 2020 Regular Minutes as amended.	Amend, print, sign, scan and post minutes	Administration	Complete

Meeting	Date	Agenda Item #	Meeting Item Description	Resolution	Description	Department Responsible	Follow-Up Status
Regular Council	25-Feb-20	9.2.	Laurie Gehrkie, Ucluelet Chamber of Commerce	THAT Council defers the Ucluelet Chamber of Commerce's request for budget support to the March 12 Special Budget meeting.	Add item to March 12 budget meeting	Administration	Complete
Regular Council	25-Feb-20	10.3.	Implementation of the Recommendation of the Report of the Standing Committee on Fisheries and Oceans - DRAFT	THAT Council supports the letter, "Implementation of the Recommendations of the Report of the Standing Committee on Fisheries and Oceans".	Amend, print and send letter	Administration	Complete
Regular Council	25-Feb-20	10.4	Ucluelet Schools Seismic Project - Municipal Contribution School District 70, Lindsay Cheetham, Secretary Treasurer	THAT Council commits to contributing a maximum of \$170,000 unless additional Council approvals are provided.	Provide certified resolution for Seismic project	Administration	Complete
Regular Council	25-Feb-20	14.1	Zoning Bylaw Amendment for Two Existing Duplexes (Adoption) Joseph Rotenberg, Manager of Corporate Services	THAT Council approve recommendation 2 of report item, "Zoning Bylaw Amendment for Two Existing Duplexes (Adoption)" which states: 2. THAT District of Ucluelet Zoning Amendment Bylaw No. 1261, 2020, be adopted.	Print, sign and scan, file bylaw	Administration	Complete
Regular Council	25-Feb-20	14.2	Zoning Bylaw Amendment and DVP for 1178 Coral Way (Adoption) Joseph Rotenberg, Manager of Corporate Services	THAT Council approve recommendation 3 of the report item "Zoning Bylaw Amendment and DVP for 1178 Coral Way (Adoption)" which states: 3. THAT Development Variance Permit 19-06 be issued.	Staff to issue DVP	Planning	Complete
Regular Council	25-Feb-20	13.2.	Ucluelet Economic Development Corporation	THAT Council direct Staff to take the steps necessary to: a. Update the Directors of the Ucluelet Economic Development Corporation (UEDC) to Mayco Noel, Lara Kemps, Rachelle Cole, Marilyn McEwen and Jennifer Hoar; b. Update the Officer of the IEDC to Mayor Noel and Marilyn McEwen; and, c. file the 2019 IEDC annual report.	Update directors, officer and file 2019 annual report	Administration	In Progress - awaiting resignation of directors



STAFF REPORT TO COUNCIL

Council Meeting: March 17, 2020
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: BRUCE GREIG, MANAGER OF COMMUNITY PLANNING

FILE NO: 3360-20-RZ19-05

SUBJECT: LOT 13 MARINE DRIVE – PROPOSED AFFORDABLE HOUSING

REPORT NO: 20- 26

ATTACHMENT(S): APPENDIX A – ADDITIONAL APPLICATION MATERIALS
APPENDIX B – ZONING AMENDMENT BYLAW NO. 1269, 2020
APPENDIX C – HOUSING AGREEMENT BYLAW NO. 1270, 2020
APPENDIX D – DRAFT S.219 “NO SUBDIVISION” RESTRICTIVE COVENANT
APPENDIX E – DEVELOPMENT VARIANCE PERMIT NO. 3090-20-DVP20-02
APPENDIX F – STAFF REPORT 19-153

1.0 RECOMMENDATIONS:

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

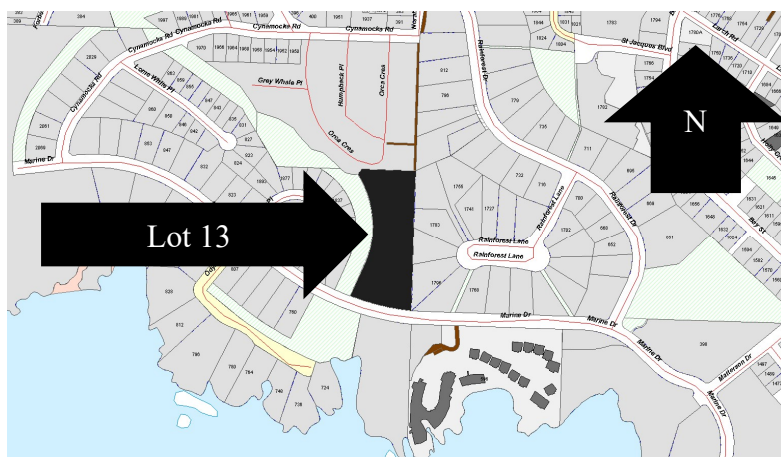
1. **THAT** Council give first and second reading to Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020;
2. **THAT** Council give first, second and third reading to Ucluelet Housing Agreement Bylaw No. 1270, 2020;
3. **THAT**, subject to public input, Council indicate support for Development Variance Permit No. 3090-20-DVP20-02 which would vary the following:
 - a. vary the Ucluelet Subdivision Control Bylaw No. 521, 1989, to allow development of a compact residential road and services within a 10m dedicated road right-of-way (instead of a 15m minimum road dedication) as proposed in the cross section by Park City Engineering Ltd. dated February 14, 2020; and,
 - b. for proposed Lots 1, 2 and 5, vary section R-5.6.2 of District of Ucluelet Zoning Bylaw No. 1160, 2013, to permit access to a *parking space* to be located between the *front face* of the principal building and the adjacent road;
4. **THAT** Council refer the Zoning Amendment Bylaw and Development Variance Permit to a public hearing;
5. **THAT** ahead of the public hearing, District staff organize a public open house (or if necessary to accommodate emerging public health priorities, an alternative online public information and engagement forum) to inform community members of the proposed development;

6. **THAT** Council indicate that final approval of the Zoning Amendment Bylaw would be subject to the applicant providing a registerable copy of the “No Subdivision” Covenant executed by all owners and charge holders;
7. **THAT** Council indicate that it is prepared to authorize the following, once the “No Subdivision Covenant” has been registered on the title of Lot 13:
 - a. discharge of “No Build” covenant FB154873 currently registered on the title of Lot 13;
 - b. approval for the future modification of Master Development Agreement and Covenant EX125879, at the time the subdivision of Lot 13 is registered, to document that 33 affordable units have been created for future consideration and calculation of the development potential on other lands currently owned by Weyerhaeuser Company Ltd.;
8. **THAT** Council indicate support to consider the following at the time that more detailed plans and studies are provided by the developer when applying for a Development Permit for the proposed 33-lot subdivision:
 - a. approval for the proposed greenspace buffer setback of 8m from the east property line of Lot 13 as it would apply to proposed lots 5 through 19, despite the terms of Restrictive Covenant FB154853 currently registered on title which stipulate a 10m greenspace buffer on that side, subject to submission of an acceptable replacement greenspace covenant with buffer specifications and maintenance restrictions for the future owners of the proposed lots;
 - b. approval to discharge Restrictive Covenant FB154877 from the title of Lot 13 which restricts development on site within the riparian areas defined next to streams “AB” and “AC”, subject to submission of an acceptable rain water management plan for the quantity and quality of runoff discharged to the adjacent stream “1” from the proposed development on Lot 13;
9. **THAT** Council indicate the following additional information should be provided with a future Development Permit application for the proposed 33-lot subdivision:
 - a. grading plans showing the existing and proposed site grades, limits of disturbance and proposed erosion protection measures during construction;
 - b. runoff calculations and detailed drainage design, with review and recommendation by a Qualified Environmental Professional on measures for protection water quality and habitat downstream;
 - c. servicing plans based on the site grading;
 - d. detailed landscape plans for road frontages, pathways and park spaces, including tree protection measures and proposed relocation measures for the existing gazebo adjacent to Marine Drive in the vicinity of proposed lots 4 and 5;
10. **THAT** Council indicate that it considers it to be in the public interest for the fencing and landscape screening along the Marine Drive frontage to be installed at the outset of the site servicing works for the proposed subdivision;
11. **THAT** Council approve funding in the amount of \$320,000.00 to support the servicing and infrastructure of the development to reduce the cost of units to qualifying households, subject to the following:

- a. the funds being released to the developer once the 33-lot subdivision has been registered;
 - b. a mortgage charge being registered in favour of the District equal to \$13,333.33 in priority on the title of the 24 ownership lots, with the understanding that those mortgage charges will be discharged from each lot once an Occupancy Permit has been obtained for a dwelling unit on the lot; and,
12. **THAT** Council authorize the District to enter into a Master Partnering Memorandum of Understanding for the development of Affordable Home Ownership Program (AHOP) units in the District of Ucluelet with the British Columbia Housing Management Commission (BC Housing).

2.0 PURPOSE:

The purpose of this report is to present information and initiate the bylaw process for **Application RZ19-05** from ACMC Holdings Ltd. for a proposed affordable housing development on Lot 13, District Lot 283, Clayoquot District, Plan VIP844686 (**Lot 13**). An initial report on this application was considered by Council at its November 26, 2019, meeting. This report provides an update on the status of the application, presents draft bylaws, permits and agreements for Council to consider, and outlines next steps in the application process.



Site Context

3.0 DISCUSSION

3.1 Background

The staff report received by Council at its regular meeting held November 26, 2019, provided background on the proposal for Lot 13, its physical and regulatory context and significant discussion of affordable housing policy options. This current report does not duplicate that information, and should be read in conjunction with the November 26, 2019, staff report #19-153 (see **Appendix "F"**).

3.2 Additional Application Materials

The following additional information has been provided and is attached to this report in **Appendix "A"**:

- letter from the applicant, Andrew McLane of APMC Holdings received March 12, 2020;
- updated Land Use & Landscape Concept plans by MacDonald Gray, dated February 2, 2020;
- Buffer Planting and Elevations by MacDonald Gray dated March 2, 2020;
- list of proposed lot areas and corresponding 50% lot coverage dated March 11, 2020;
- typical cross section of road and services by Park City Engineering Ltd., dated February 14, 2020;
- list of standard features and specifications for proposed Cornerstone modular units, by Moduline Manufactured Homes dated October 28, 2015;
- review and recommendation on two surface drainages (streams "AB" and "AC") which overlap the site, by Toth and Associates Environmental Services dated February 16, 2020; and,
- draft Affordable Home Ownership Program Master Partnering Memorandum of Understanding between the District and BC Housing, dated December 5, 2019.

3.2.1 Updated Plans:

The site plan shows 33 lots; 6 of these (lots 1,2,3,5,6 & 23) are shown with secondary suites. Note the lots with secondary suites are each shown with an additional parking space to serve the suite tenant.

The plans and elevations showing buffer planting within the 8m dedication area adjacent to Marine Drive. There is little existing vegetation in this area, particularly east of the proposed driveway access. While the proposed planting is substantial, the new modular housing development will be visible from the road despite the new trees and fencing along Marine Drive. The current character of Marine Drive, with trees and vegetation retained between the road and adjacent development, is of high importance to this area of the community.

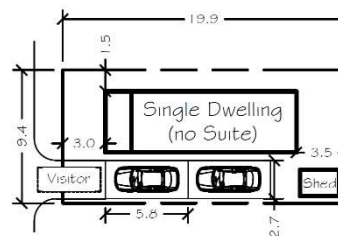
Development of affordable forms of housing often requires some degree of compromise, as the developments seek higher densities and lower construction costs per unit. The community could accept the proposed buffer fencing and plantings, which over time will grow and mask the density of the new development. Alternatively, a wider buffer area would enable some of the existing trees to be retained between the new homes and Marine Drive; however this approach would almost assuredly result in reducing the number of lots created by this affordable development.

3.2.2 Proposed Road Section and Servicing Standards:

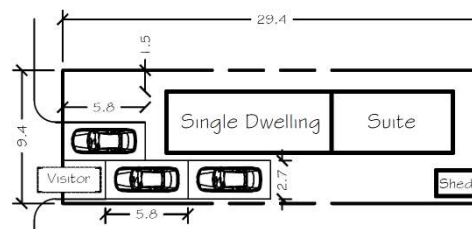
The standard 15m road right-of-way with a 7.5m wide paved road with non-mountable curbs is proposed to be varied to permit a 10m road right-of-way with a 6.1m (20 ft) paved road surface, with gravel shoulders (see draft Development Variance Permit in **Appendix "D"**). The proposed design would still meet the minimum road width necessary for emergency vehicle access.

The proposal is to create a modest “lane” type road to serve this compact neighbourhood. Roads with narrower lane widths, combined with numerous driveway entrances and no through-traffic, typically result in lower vehicle speeds. Although the roadway will be shared by vehicles and pedestrians (and street hockey), this compact configuration can make for excellent neighbourhood interaction and walkability.

TYPICAL MICRO LOTS



Note that no parallel shoulder parking would be possible; residents (and their guests) would need to make efficient use of the parking provided on the driveways of each lot, and the on-street visitor parking located next to the park. The District’s engineering consultants estimate the cost savings from the proposed servicing variance would be \$115,750. This value would be captured by the AHOP mortgages and permanently committed to affordable housing in the District.

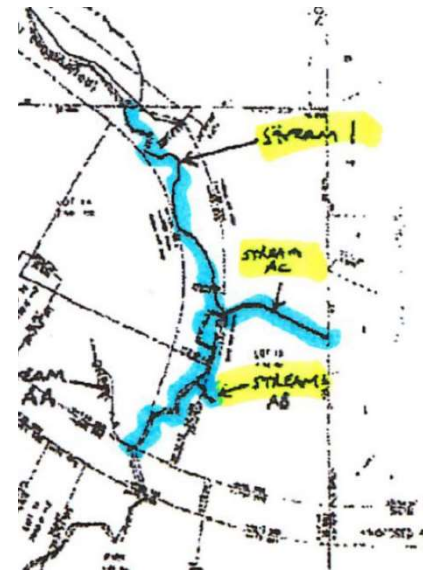


3.2.3 On-Site Drainage Courses “AB” and “AC”:

Although not shown on existing District mapping or captured in the initial environmental assessment submitted by the applicant, two on-site drainage areas are the subject of a restrictive covenant FB154877 registered on the title of Lot 13 (and 8 other lots in the OceanWest development) in 2008. “Stream AB” is a short watercourse listed with a riparian area of 5m from the top of bank; this area would fall entirely within the area proposed to be dedicated as park. “Stream AC” is a drainage with a riparian area listed in the covenant of 10m from the top of bank; the letter from Toth & Associates dated February 16, 2020, states in part:

“It is our opinion that the two covenanted drainages represent a drainage management issue, and not a fish habitat concern. They have minimal seasonal habitat value for wildlife species, and are not associated with any sensitive features (e.g. amphibian breeding sites, rare plant species occurrences). Ensuring clean drainage from the overall development site continues to discharge to Stream 1 following site development should be the primary concern related to surface drainages.”

Staff recommend that detailed grading and drainage plans, reviewed and developed with the guidance of a Qualified Environmental Professional, should inform future decisions on the Development Permit and subdivision of Lot 13.



3.2.4 Draft MoU Partnership Agreement with the BC Housing AHOP program:

A draft master partnering agreement between BC Housing and the District is provided in Appendix ‘A’. This agreement sets out the framework where the cost savings achieved by the developer are captured by a second mortgage provided by BC Housing on the ownership units in the AHOP program (in this case, 24 ownership lots). Under the agreement, if these units sell and transition out of the program, then the value of those mortgages is returned to the District’s affordable housing reserve account. The provincial AHOP program essentially provides an incentive for municipalities to reduce some of the costs of developing affordable housing supply. The end goal of the AHOP program is not to create permanently affordable housing units in this development, but to create new housing supply which is initially affordable (and may remain so for many years) and at the same time allow those qualifying home buyers to get into the market and begin building equity. Also, it should be stated that by nature of their design, these homes (small houses on small lots) are likely to remain more affordable in the long run than other types of housing. There is no residual development potential on the proposed lots; they are not suited to further subdivision or up-scaling of the houses on site.

At the time of writing this report, a statement from BC Housing has not yet been received to confirm their valuation of the proposed cost savings being achieved by the developer. Staff have provided the following summary and expect that, prior to a public hearing, confirmation of the project commitment will be available from BC Housing:

Municipal contribution to offset servicing:	\$320,000
Reduced road construction costs (as varied):	\$115,750
Cost savings by creating fee-simple subdivision:	<u>\$20,000</u>
total:	\$455,750

This does not include a factor of land value costs from density bonusing, or for Council’s support for broadening the definition of “affordable housing” under the prior approvals affecting the potential to develop Lot 13 – this is an ongoing point of discussion between staff and BC Housing.

3.3 Draft Zoning Amendment Bylaw No. 1269, 2020:

A rezoning bylaw has been prepared to achieve three things (see **Appendix “B”**). Primarily, the bylaw would create a new R-5 zone for compact single-family development to suit the 33 proposed small lots.

Bylaw No. 1269 would also update the definition of “Gross Floor Area” to remove an existing exemption for garages. The area occupied by the garage portion of a building contributes to the overall massing of the building (no different than building area occupied by bedrooms or storage); staff’s opinion is that the existing exemption for garages in the definition of gross floor area is a mistake. Given the generous floor area ratios within the current zoning regulations, this is not expected to impact property owners’ ability to reasonably develop existing properties.

Lastly, the draft bylaw would include “R-5” in the list of residential zones which, under section 306.3(7) are allowed an uncovered outdoor patio within the setback areas on a residential property.

The new R-5 zone has also been crafted with an eye to future rezoning applications which may come forward to create small infill lots by subdivision. Because no areas of the District are being pre-zoned with these small parameters for subdivision, there is no risk of a proliferation of extremely compact lots changing the character of neighbourhoods.

In other words, in order to take advantage of the regulations in the R-5 zoning designation, a property owner would need to apply to rezone their property and present a plan detailing their proposal for how they would develop their site; Council would not be obliged to approve that future rezoning unless they are comfortable that the plan fits in the context of the neighbourhood and the feedback received from neighbouring residents.

3.4 Draft Housing Agreement Bylaw No. 1270, 2020:

The housing agreement authorization bylaw has drafts of the two (ownership and rental) housing agreements attached as schedules A and B, which would be registered on the ownership (i.e., AHOP) and rental lots, respectively, at the time those lots are created by the subdivision of Lot 13 (see **Appendix “C”**).

3.4.1 Affordable Ownership Housing Agreement:

The lots for purchase under the AHOP program would be administered by BC Housing. The housing agreement applying to these lots basically guarantees that they will be developed as proposed and sold to purchasers meeting the income requirements of BC Housing. The agreement includes the following criteria for a “qualified person”:

As drafted in Bylaw 1270:	As preferred by the developer:
has lived in ACRD min. 24 months	has lived in ACRD min. 6 months
has worked full time a minimum of 1 year on west coast (or is retired after living here 5 years out of last 10)	has proof of employment on the west coast (or is retired after living here 1 year out of the last 10)
does not own other property	does not own other property
meets BC Housing AHOP income requirements	meets BC Housing AHOP income requirements

The applicant would like a looser definition of a qualifying person, to broaden the pool of potential purchasers of the 24 ownership units. Staff suggest that the criteria as drafted are likely to result in enough buyers from within the community. There is a provision for the

developer to seek relief from these restrictions if the units proved difficult to sell. The criteria, as drafted, also mirror the criteria used by the District of Tofino in a number of their affordable housing agreements.

Staff note that to date it appears Tofino's criteria for affordable housing within existing housing agreements is limited to workers employed in Tofino. The draft housing agreements for Lot 13 have been prepared with criteria making them available to workers on the west coast ("businesses or institutions within the District of Ucluelet or lands of the Yuuʔuʔiʔath Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected areas in the region"). Given that the west coast is one housing market with fluid movement of people and work between different areas, it is hoped that over time other neighbouring jurisdictions, including the District of Tofino, will move to an inclusive approach to affordable housing.

3.4.1 Affordable Rental Housing Agreement:

The 9 affordable rental housing lots would be subject to a housing agreement which shares some of the criteria above [i.e., has lived in ACRD min. 24 months / has worked full time a minimum of 1 year on west coast (or is retired after living here 5 years out of last 10) / does not own other property] and also lists the following annual household income criteria:

- (A) \$35,000 to qualify for a 1-bedroom;
- (B) \$45,000 to qualify for a 2-bedroom;
- (C) \$62,000 to qualify for a 3-bedroom or larger;

These income criteria closely match the median incomes for single person households, lone-parent households and all households, respectively, as measured for Ucluelet in the latest census.

The monthly rent levels are listed as:

- (i) \$875 for a 1-bedroom unit;
- (ii) \$1125 for a 2-bedroom unit;
- (iii) \$1550 for a 3-bedroom or larger unit;

These rents correlate to 30% housing costs for the qualifying income levels.

The rental units may not be occupied by the owner or a family member; they must be rented under a tenancy agreement, and a statutory declaration is attached to the agreement for monitoring by the District. Also note that a generic list of "housing construction standards" is attached to the agreement; staff suggest that the final version of this list be modified to align with the list of specifications and features for the proposed units (see **Appendix "A"**). The intent is to provide a clear expectation that the units are to be maintained in more or less the same state as when first constructed.

3.5 “No Subdivision” Section 219 Restrictive Covenant:

Lot 13 currently has a “No Build” restrictive covenant charge FB154873 registered on its title which precludes any development of the lot until a housing agreement satisfactory to the District is registered on the property. Attached in **Appendix D** is a draft “No Subdivision” restrictive covenant which would enable the following sequencing:

- a. “No Subdivision” covenant is registered on the title (as a condition of adopting the rezoning bylaw, replacing the “No Build” covenant): it restricts Lot 13 from being subdivided unless in accordance with the plan presented for rezoning, and unless the new lots have the attached ownership and rental housing agreements registered on their individual titles;
- b. developer proceeds with obtaining a Development Permit, working through the subdivision process and servicing of the lots;
- c. the 33-lot subdivision is registered: affordable ownership housing agreements are registered on 24 of the lots and rental housing agreements are registered on 9 of the lots, replacing the “No Subdivision” covenant.

3.6 Energy Efficiency:

Staff have encouraged the developer to confirm with the manufacturer the level of energy efficiency achieved by the proposed units. We are told the units can be expected to achieve Step 1 of the BC Energy Step Code. Considering that these are to be manufactured in a controlled facility and are multiple repeated modules, it would be cost effective to engage an energy adviser and raise the energy efficiency of the units. This would provide a cost savings for the residents over the long term; staff suggest that the developer work with the manufacturer on the base building specifications and propose ways to raise the energy efficiency (and therefore long-term affordability) for the end user.

Placing a priority on energy efficiency would also be consistent with District’s goals for climate resiliency and reducing community impacts. That said, development in the form of smaller, more compact types of housing is one strategy for progressing toward those goals.

4.0 CONCLUSIONS

4.1 Staff time:

The District will need to be prepared for some amount of staff time for monitoring and collecting statutory declarations on the affordable rental housing units. If at some point a regional Housing Authority were established for the west coast, this ongoing activity could be shifted to that body. In the meantime, the District will need to play a role in the ongoing management of the affordable housing agreements as part of the effort to bring more affordable housing to the community.

4.1 Financial implications:

Through the budget process, Council has indicated support for contributing \$320,000 to this affordable housing project, funded from Barkley Community Forest revenues. That value would be underwritten by the AHOP program, and over time the District could expect to see some or all of those funds return to the District’s affordable housing reserve fund for use in other projects. In this

context, the AHOP program is a good deal; staff would recommend that the AHOP approach should not be the only program for developing affordable housing in the community, but it has a place in the District's affordable housing "toolkit". For the proposed development of Lot 13 at this time the AHOP program seems to be an excellent fit.

4.2 Next Steps

The following are the next steps in the application and process of development approvals for Lot13:

1. Rezone the property and adopt a Housing Agreement bylaw;
2. Issue a Development Permit for the proposed micro-lot subdivision;
3. Amend the Master Development Agreement as it applies to the Weyerhaeuser remainder lands, to acknowledge the "credit" for affordable units delivered;
4. Discharge the existing "No Build" restrictive covenant from Lot 13; and,
5. Complete the subdivision process including registration of new Housing Agreements on property titles.

4.3 Options Review:

As noted previously, should this development not proceed, the "No Build" covenant, MDA and zoning for affordable housing would still apply to Lot 13 and it is expected that a future proposal could come forward for the development of affordable housing on the property. At this time, staff recommend that Council consider advancing the application by giving readings to the bylaws and holding a public hearing to gather community input. The 12 recommended motions at the outset of this report would move the application forward and provide clarity on Council expectations as this proceeds. Alternatively, Council could consider the following:

13. **THAT** Council provide direction on changes to the draft bylaws or agreements prior to initial readings; **or**,
14. **THAT** Council provide alternative direction to staff and/or the applicant; **or**,
15. **THAT** Council reject the application.

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



To the District Council and Staff,

As per the request of Bruce Greig Manger of Current Planning for the district of Ucluelet, I am pleased to write to you on my progress to date on the development on lot 13 Marine Drive (First Light at Marine Drive)

BC HOUSING

BC Housing as given a letter of support as you previously have seen, to participate through their Affordable Home Ownership program. They have been speaking with District staff frequently on this project as well as I have been in constant contact.

BIOLIGIST REPORT

Regarding a covenant on title concerning a stream on the property, the response from my Biologist is attached to this email. "I did assess this drainage during the field survey but decided not to flag it as a watercourse because it only has a total channel length of 49 m, a channel width of 10 – 20 cm at the confluence with Stream 1, was dry at the time of survey and only has a tiny catchment area originating from the north side of a rock outcrop / quarry on the property. I considered it a non-classified drainage."

"Another point of consideration is that since the initial assessments conducted by Streamline, the rock outcrop has been largely removed during rock quarrying, which has further reduced the tiny area of catchment associated with the drainage. To me, protection of the existing non-classified drainage should not be the issue, but rather ensuring that clean drainage from the overall site continues to discharge to Stream 1. "

During our development of the land, we plan on having Park City Engineering design significant drainage plans.

LANDSCAPE DESIGN AND SCREENING

Cara Macdonald MBCSLA, ISA, of Macdonald Gray has provided a landscape and screening plan for the Boulevard on Marine Drive. This plan is attached to this email. She also has planned the interior park land which will be donated back to the District and interior tree lined street.

UNIT TYPES AND FLOOR PLANS

We have narrowed down our floor plans to be able to offer 5 different floor plans ranging in size from 532 square feet to 992 square feet. We will still be offering, 1,2,3 bedroom options ranging in prices and rents from low 200,000's for purchase and roughly around 800 dollars a month for rentals, depending on the buyers choice of finishes and units. These will be presented at the public hearing.



GENERAL INTEREST

Through the little marketing we have done so far, we have accumulated a mailing list of over 250 people who have expressed interest in the project. Beyond the mailing list we are in constant contact with locals who are very interested in both purchasing and renting. As affordable housing is a hot topic, we know we will have more interest as this projects moves forward.

BUILDING SCHEME

Weyerhaeuser legal team and my lawyers are working on a solution to either work within the current building scheme registered on title or removing it through the courts process. Weyerhaeuser has mentioned they did not intend to register the building scheme on the titles for lots set for affordable housing. Either process will be quick depending on either way we go.

ENGINEERING

My engineer Park City Engineering is already working on the design for services on the site.

Given the intricate process of providing affordable housing and the amount of detail I that we need to go through to get this right, I know that once the rezoning is approved, I will be ready to move forward very quickly on the development of the lands.

Sincerely,

DocuSigned by:
Andrew McLane
0B34CFB9F8E8476...

Andrew McLane PREC BCOM

President

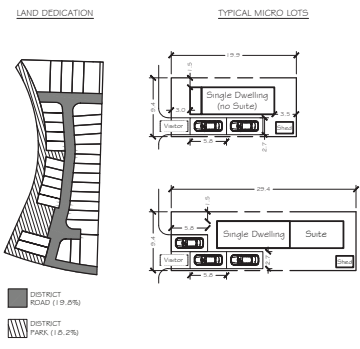
ACMC HOLDINGS LTD

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

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

SITE PLAN DATA

REGISTERED OWNER: WEYERHAEUSER COMPANY LTD.
 CIVIC ADDRESS: NONE
 LEGAL DESCRIPTION: LOT 13 DISTRICT LOT 283 CLAYOQUOT DISTRICT PLAN VIP84686 PARCEL ADD 52792N) AND EXCEPT PART IN PLAN 13895
 SITE AREA: ± 15,038sq.m. / ± 161,866sq.ft. / ± 1.1ha. / ± 3.7ac.
 CURRENT ZONING: CD-SC1.2 - COMPREHENSIVE DEVELOPMENT
 PROPOSED ZONING: MICRO LOT RESIDENTIAL (NEW ZONE)
 OCF LAND USE DESIGNATION: COMPREHENSIVE DEVELOPMENT
 DENSITY: PROPOSED: 33 LOTS -33 PRIMARY UNITS +12 ACCESSORY UNITS
 PROPOSED LOT COVERAGE: 50% (EXCLUDING ACCESSORY BUILDINGS)
 BUILDING HEIGHT: PROPOSED 8m / 26.2ft.
 BUILDING AND STRUCTURE SETBACKS:
 OVERALL PROPERTY: FRONT: 8.0m, REAR: 8.0m, SIDE: 8.0m, EXTERIOR SIDE: 8.0m (REQ. COV. DISCHARGE)
 INDIVIDUAL FEE SIMPLE LOTS:
 FRONT: 3.0m, SIDE: 1.0m, REAR: 0.0m
 (NO SETBACKS FOR ACCESSORY BUILDINGS / SHEDS)
 OFF-STREET PARKING: 2 STALLS / PRIMARY DWELLING, 1 STALL / SUITE
 PARKLAND DEDICATION: AS ILLUSTRATED: 2,744sq.m. (18.2% PARENT PARCEL)
 ROADWAY DEDICATION: AS ILLUSTRATED: 2,974sq.m. (19.8% PARENT PARCEL)



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



REVISION SCHEDULE		
#	Date	NOTES
0	MAY 2019	PRELIMINARY CONCEPT
1	MAY 2019	REVISED PER DISTRICT INPUT
2	JAN 2020	REVISED PER DISTRICT INPUT
3	FEB 2020	REVISED PER DISTRICT INPUT

Land Use & Landscape Concept
 Date: February 4, 2020
 Drawn: Staff
 Checked: NG
 Scale: 1 : 400 metric
 Project Number: 19-0239
 DRAWING NUMBER: S1 of 1

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

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macdonald gray
 814 Shorewood Drive, Parksville, BC V9P 1S1
 TEL: 250-248-3089 EMAIL: macdgray@telus.net
 www.macdonald-gray.ca

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



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DRAWING NUMBER: **L1 of 1**

Project Number: 19-0239

Scale: 1:200 metric

Checked: NG

Drawn: CM

Date: March 2, 2020

8.0m BUFFER PLANTING

#	Date	NOTES
0	MAY 2019	PRELIMINARY CONCEPT
1	MAY 2019	REVISED PER DISTRICT INPUT
2	JAN 2020	REVISED PER DISTRICT INPUT
3	FEB 2020	REVISED PER DISTRICT INPUT
4	FEB 2020	BUFFER PLANTING
5	MAR 2020	BUFFER ELEVATION

REVISION SCHEDULE



Elevation from Marine Drive (5 year projection)

1:200 metric

Elevation

PLANTING NOTES

- ALL LANDSCAPE INSTALLATION AND MAINTENANCE SHALL MEET OR EXCEED THE MOST RECENT STANDARDS SET OUT BY THE CANADIAN NURSERY LANDSCAPE ASSOCIATION (CNLA) CANADIAN SOCIETY OF LANDSCAPE ARCHITECTS (CSLA) CANADIAN LANDSCAPE STANDARD.
- TREES SHALL BE PLANTED DURING THE DORMANT SEASON (OCTOBER - APRIL).
- LANDSCAPE MAINTENANCE SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS SET OUT IN TABLE T-1.4.2. MAINTENANCE LEVELS - LEVEL 5 BACKGROUND * NATURAL OF THE CANADIAN LANDSCAPE STANDARD.
- ESTABLISHMENT MAINTENANCE SHALL MEET THE REQUIREMENTS SET OUT IN SECTION 1.3 ESTABLISHMENT MAINTENANCE OF THE CANADIAN LANDSCAPE STANDARD. ALL PROPOSED PLANT MATERIAL SHALL BE MAINTAINED BY THE OWNER FOR THE THREE YEAR MAINTENANCE PERIOD FROM THE TIME OF SUBSTANTIAL COMPLETION TO ENSURE PLANT ESTABLISHMENT AND TO MAINTAIN PLANT VIGOR.
- RECOMMENDED MAINTENANCE PROCEDURES & FREQUENCIES:
 - PROCEDURE: HAND WATERING
 - FREQUENCY: WEEKLY OR AS REQUIRED DURING FIRST GROWING SEASON
 - INSPECTION: 3 TIMES PER YEAR
 - LITTER REMOVAL: 3 TIMES PER YEAR
 - WEED REMOVAL (INSIDE & AROUND ENCLOSURE): 3 TIMES PER YEAR
 - INVASIVE PLANT ERADICATION AND CONTROL: 3 TIMES PER YEAR
 - REPAIR: AS REQUIRED
- ALL PLANT MATERIAL SHALL MATCH SPECIES AS INDICATED ON THE PLANTING LEGEND. PLANT MATERIAL QUANTITY, TRANSPORT AND HANDLING SHALL COMPLY WITH CNLA/CSLA STANDARDS FOR NURSERY STOCK.
- CONTACT THE DISTRICT OF UCLUELET FOR APPROVAL OF ANY PLANT SUBSTITUTIONS. NO SUBSTITUTIONS WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL BY THE DISTRICT.
- EXCAVATED PLANT PITS SHALL HAVE POSITIVE DRAINAGE. PLANT PITS WHEN FULLY FLOODED WITH WATER SHALL DRAIN WITHIN ONE HOUR AFTER FILLING.
- PROPERTIES FOR GROWING MEDIUM SHALL MEET OR EXCEED SECTION 6 GROWING MEDIA OF LEVEL 5 'BACKGROUND' AREAS:
 - GROWING MEDIUM TYPE: 3L (TREES)
 - SOIL DEPTHS: 600mm (24") X 1.5X ROOTBALL DIAMETER
- MULCH SHALL BE NON-COMPOSTED BARK MULCH PER SECTION 1.0 MULCHING OF THE CNLA/CSLA LANDSCAPE STANDARD INSTALLED AT A 75mm DEPTH X 1.5m DIAMETER OVER PLANTING PIT.

DEER BROWSE PROTECTION

- INSTALL CIRCULAR ENCLOSURE AROUND DRIP LINE OF ALL TREES.
- ENCLOSURE SHALL BE CONSTRUCTED OF 50mm X 1.00mm (2" X 4") PAGE WIRE AT A MINIMUM HEIGHT OF 1.5m (5').
- SUPPORT WIRE ENCLOSURE WITH (2) 75mm X 2.4m (3" X 8) ROUND MACHINE POINTED PRESSURE TREATED LANDSCAPE STAKES PER TREE. EMBED STAKES 765mm (30") MINIMUM.
- PRESSURE TREATMENT SHALL BE PER CSA STANDARD O80 5. URINS A WOOD PRESERVATIVE NON TOXIC TO SURROUNDING PLANT MATERIAL AND WILDLIFE.
- SECURE WIRE TO STAKES WITH (3) GALVANIZED STAPLES PER STAKE
- REMOVE ENCLOSURES IN (3) YEARS OR WHEN TREES HAVE REACHED 2.4m (8') IN HEIGHT.

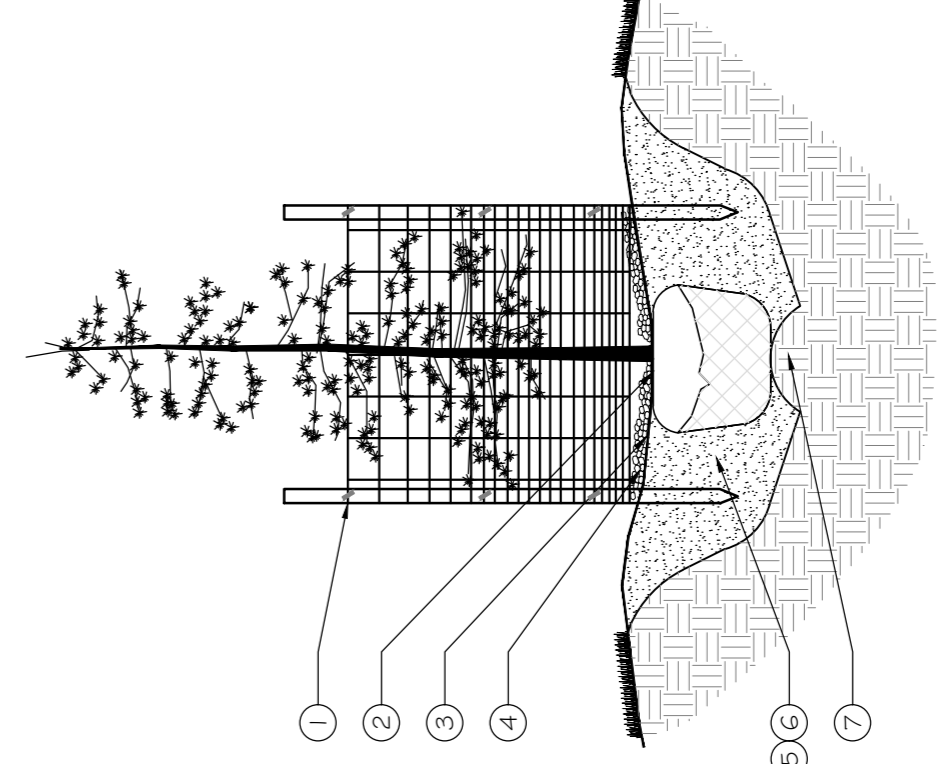
NATIVE PLANT LEGEND

SYMBOL	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY.
	PICEA SITCHENSIS SITKA SPRUCE	#7 POT	3.0m O.C.	6
	PINUS CONTORTA VAR. CONTORTA SHORE PINE	#7 POT	3.0m O.C.	6
	THUJA PLICATA WESTERN RED CEDAR	#7 POT	3.0m O.C.	10
	TSUGA HETEROPHYLLA WESTERN HEMLOCK	#7 POT	3.0m O.C.	6

- PROTECTION FENCING, REFER TO DEER BROWSE PROTECTION NOTES
- TOP OF ROOTBALL TO BE FLUSH WITH SURROUNDING GRADE - FINISHED GRADE OF PLANTING TO BE EQUIVALENT TO NURSERY GROWN GRADE OF TREE
- CREATE A 50mm DEEP WELL IN GROWING MEDIUM FOR THE FIRST YEAR OF WATERING - ENSURE WELL IS A CLEAN-EDGED CIRCLE WITH A DIAMETER OF 1500mm
- PLACE 75mm DEPTH OF MULCH OVER THE PLANTING WELL - KEEP MULCH AWAY FROM TRUNK 100mm MIN.
- TREE PIT DEPTH SHALL BE 600mm MIN. - PLANTING PIT WIDTH TO BE 1.5X DIAMETER OF ROOTBALL WITH EDGES AT A SHALLOW ANGLE. SCARIFY SIDES AND BOTTOM OF TREE PIT PRIOR TO PLANTING
- BACKFILL SHALL BE APPROVED GROWING MEDIUM ONLY
- ENSURE A MINIMUM OF 300mm DEPTH OF COMPACTED GROWING MEDIUM UNDER ROOTBALL TO PREVENT SETTling OF TREE

NOTES:

- REFER TO PLANTING NOTES FOR ADDITIONAL INFORMATION.
- THIS TREE PLANTING DETAIL IS USED WHEN PLANTING A CONIFEROUS TREE IN A TYPICAL UNCOMPACTED OPEN SPACE AREA.
- ALL PLANTS & PLANTING ARE TO CONFORM TO THE MOST CURRENT EDITION OF THE CANADIAN LANDSCAPE STANDARD.
- PROTECT TREE FROM DAMAGE DURING TRANSPORT AND PLANTING. TREE ROOTS NOT TO BE EXPOSED TO SUN OR FROST.
- CONFIRM LOCATION OF UTILITIES PRIOR TO DIGGING TREE PITS
- CONFIRM FREE DRAINING SUBSOIL. CONTACT THE CLIENT PRIOR TO PLANTING IF DRAINAGE PROBLEMS EXIST.
- WATER THOROUGHLY IMMEDIATELY AFTER PLANTING.



A Coniferous Tree Planting Section
Not to Scale

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



macdonald gray

814 Shorewood Drive, Parksville, BC V9P 1S1
 TEL: 2501 248-3089 EMAIL: macdgray@tlu.us.net
 www.macdonald-gray.ca

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L2 of 1

DRAWING NUMBER:

Project Number: 19-0239

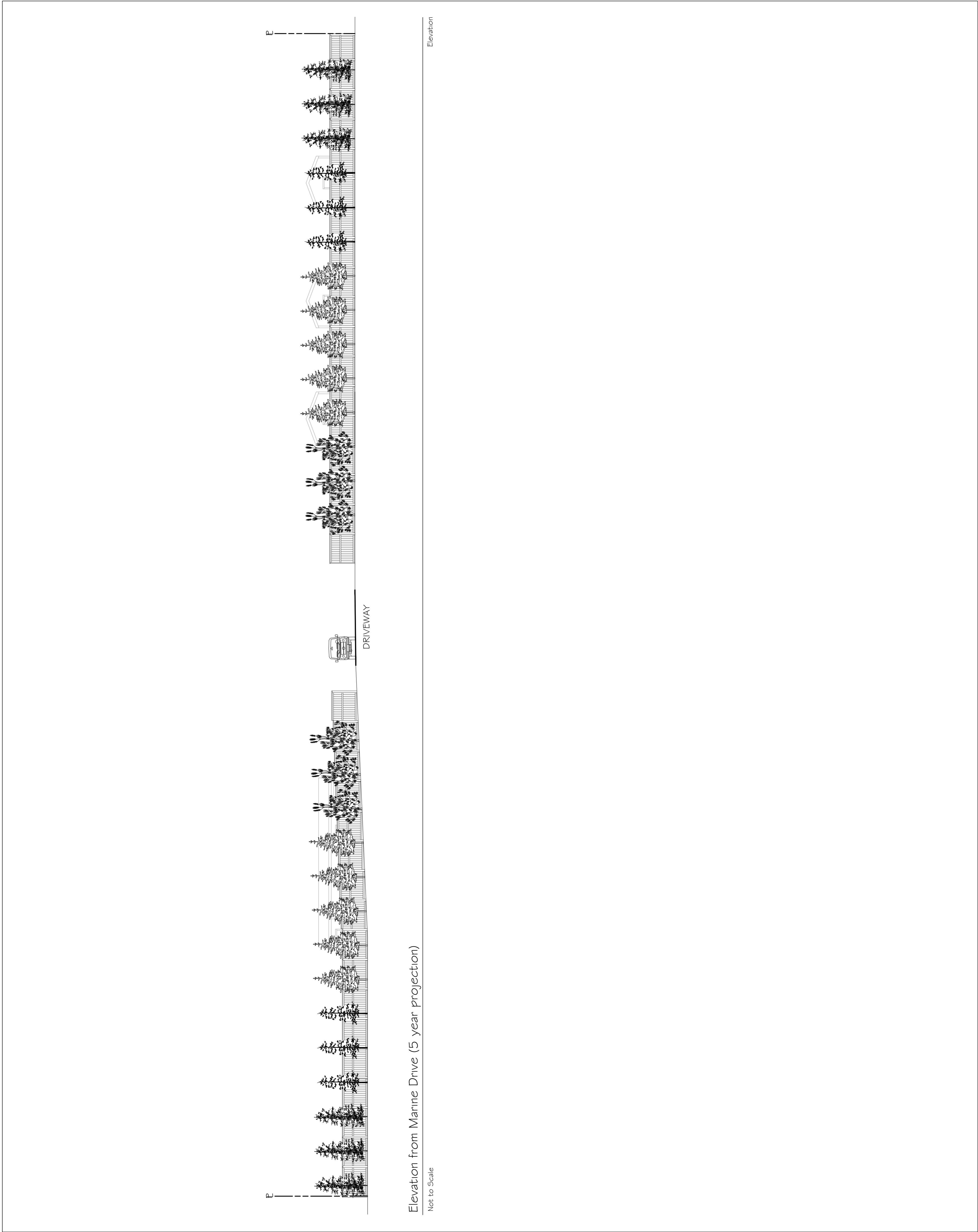
Scale: Not to Scale

Checked: NG

Drawn: CM

Date: March 2, 2020

#	Date	NOTES
0	MAY 2019	PRELIMINARY CONCEPT
1	JAN 2020	REVISED PER DISTRICT INPUT
2	FEB 2020	REVISED PER DISTRICT INPUT
3	FEB 2020	REVISED PER DISTRICT INPUT
4	FEB 2020	BUFFER PLANTING
5	MAR 2020	BUFFER ELEVATION



Date: March 11, 2020

A. McLane

Project Number: 19-0239

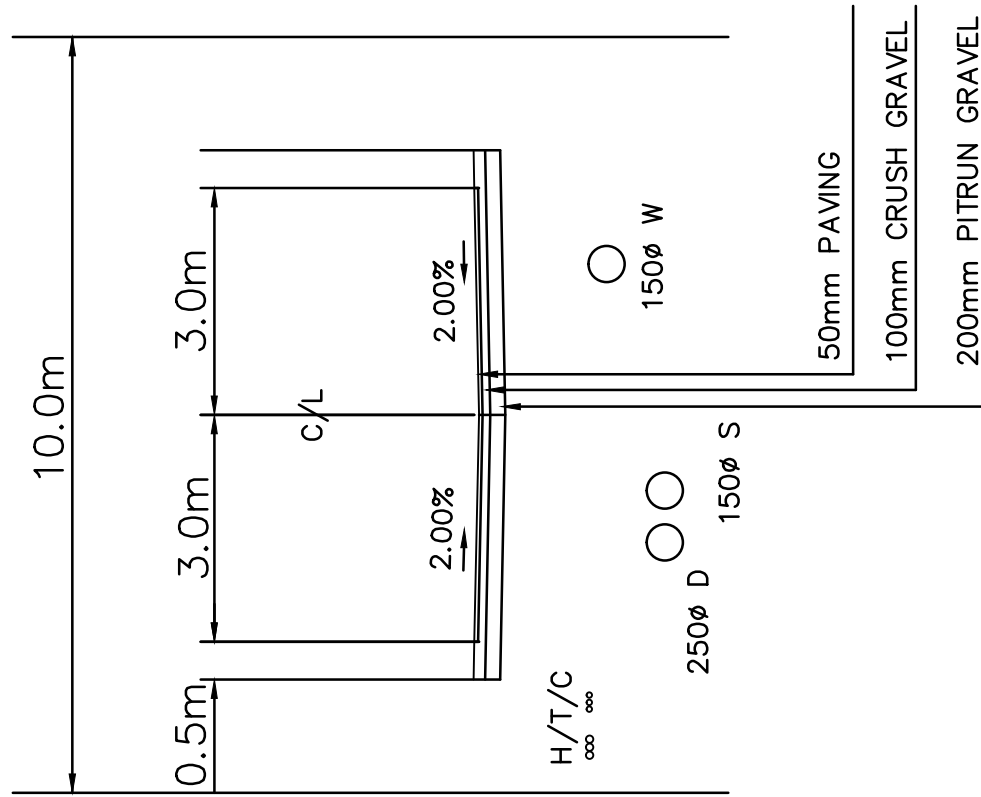
**Site Statistics - Lot 13
District of Ucluelet, BC**

PROPOSED LOT NUMBER: (Land Use Plan S1, Feb 04, 2020)	AREA:		50% COVERAGE:		
	sq.m.	sq.ft	sq.m.	sq.ft	
Lot 1	263.70	2,838.44	131.85	1,419.22	
Lot 2	258.45	2,781.93	129.23	1,390.97	
Lot 3	399.56	4,300.83	199.78	2,150.41	
Lot 4	301.54	3,245.75	150.77	1,622.87	
Lot 5	568.83	6,122.84	284.42	3,061.42	
Lot 6	289.25	3,113.48	144.63	1,556.74	
Lot 7	288.95	3,110.24	144.48	1,555.12	
Lot 8	272.80	2,936.37	136.40	1,468.19	
Lot 9	264.95	2,851.89	132.47	1,425.95	
Lot 10	258.24	2,779.69	129.12	1,389.85	
Lot 11	251.53	2,707.45	125.77	1,353.72	
Lot 12	244.83	2,635.29	122.41	1,317.65	
Lot 13	238.32	2,565.22	119.16	1,282.61	
Lot 14	253.15	2,724.84	126.57	1,362.42	
Lot 15	261.73	2,817.24	130.87	1,408.62	
Lot 16	254.34	2,737.66	127.17	1,368.83	
Lot 17	262.81	2,828.84	131.40	1,414.42	
Lot 18	334.55	3,601.08	167.28	1,800.54	
Lot 19	600.73	6,466.17	300.36	3,233.09	
Lot 20	349.00	3,756.57	174.50	1,878.28	
Lot 21	349.00	3,756.57	174.50	1,878.28	
Lot 22	349.00	3,756.57	174.50	1,878.28	
Lot 23	654.56	7,045.59	327.28	3,522.80	
Lot 24	211.52	2,276.83	105.76	1,138.41	
Lot 25	182.11	1,960.17	91.05	980.08	
Lot 26	174.04	1,873.38	87.02	936.69	
Lot 27	171.44	1,845.31	85.72	922.66	(smallest lot)
Lot 28	173.97	1,872.55	86.98	936.27	
Lot 29	174.68	1,880.26	87.34	940.13	
Lot 30	173.96	1,872.47	86.98	936.24	
Lot 31	181.73	1,956.17	90.87	978.08	
Lot 32	195.97	2,109.39	97.98	1,054.70	
Lot 33	208.30	2,242.18	104.15	1,121.09	

macdonald gray

RATIONAL PLANNING PRACTICAL DESIGN SOLUTIONS

Lot 13 - Zoning Bylaw Amendment Bruce Greig, Manager of Community Planni...



TYPICAL SECTION

SCALE:	1:100
DATE:	FEB. 14, 2020
JOB NO.:	229-004

Moduline Manufactured Homes

Penticton, British Columbia

Cornerstone Series Single Section

Standard Features and Specifications

GENERAL CONSTRUCTION

- Built to CSA A277 Modular Code
- Hardi Board Siding
- White Wooden Fascia
- 6' Porch on Front End
- Architectural Shingle Roof (30 yr. Warranty)
- 4/12 Residential Roof Pitch
- Perimeter Vented Eaves
- Textured Drywall Ceiling
- Vinyl Covered Drywall Panel Throughout
- Residential 2x4 Interior Walls
- 8' 2 x 6 Exterior Walls
- 5/8" T&G Decking
- 2 x 8 Floor Joist (2x10 For 16' Wides)
- Decorative Insulated Entry Doors with Dead Bolt (36" Front & 32" Rear)
- Decorative Exterior Light at all Entrances(except porches)
- Residential Maintenance Free Double Glazed Low E with Argon, PVC Windows w/Vinyl Sills, Screens & Security Locks
- Exterior GFI Electrical Outlet
- Exterior Frost Free Tap
- 94 psf Ground Snowload
- Insulation Meets or Exceeds Regional Codes

TASTEFUL INTERIORS

- Carpet in Living Room & Master Bedroom
- Quality Cushioned Linoleum Flooring in all Other Areas
- Residential-Style Closet Doors
- 2" Horizontal Blinds on all Windows (excluding bath)
- Vault Ceiling Living Room, Kitchen and Dining Area
- Designer Glass Light Fixtures
- Pre-finished Interior Passage Doors
- Single Rod in Master Bedroom with Shoe Shelf
- Linen Closet (Plan Specific)

BRIGHT, BEAUTIFUL KITCHENS

- European Deluxe Cabinetry w/ Crown Moulding
- Extended Overhead Fridge Cabinet
- Stepped Kitchen Cabinets (Plan Specific)
- Ceramic Tile Backsplash
- Chrome One-Handle Pullout Kitchen Faucet
- Window Over Kitchen Sink
- Electric Range, Spacesaver Microwave
- Exterior Vented Range Hood with Light
- 18 cu ft, 2-door, Frost Free Refrigerator
- Double Stainless Steel Kitchen Sink Bump-Out At Kitchen Sink (Plan Specific)
- Dishwasher

SPACIOUS BATHS

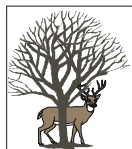
- Ceramic Tile Backsplash
- One-Piece Fiberglass Tub/Shower with Curved Shower Rod & Single Lever Faucet
- Power Bath Fan on Separate Switch
- Expansive Vanity Mirror with Bar Light
- GFI Receptacle
- Shower Curtain
- Wall Mounted Overjohn Cabinet

UTILITY SERVICES

- 200 Amp Electrical Service
- 200 Amp Electric Furnace w/Electronic Ignition, AC Ready
- Shut Off Valves at all Sinks
- 40 Gallon Electric Water Heater
- Wired, Plumbed and Vented for Stacking Washer and Dryer (plan specific)
- Utility Room Shelf
- Exhaust Fan with Dehumidistat
- Smoke Detector(s)
- (2) Communication Outlets Kitchen and Master Bedroom

Ten Year Warranty

Square footage and room sizes are approximate.
Due to our policy of progressive product improvements,
all prices and specifications are subject to change without notice.



Toth and Associates Environmental Services

6821 Harwood Drive, Lantzville, B.C. V0R 2H0

Tel: (250) 390-7602

E-mail: stoth@shaw.ca

February 16, 2020

Andrew McLane

584 Beach Road,

Qualicum Beach, B.C. V9K 1K7

Re: Restrictive covenant FB154877 pertaining to two surface drainages on Lot 13, District Lot 283, Clayoquot District, Plan VIP84686 (PID: 027-473-538), Ucluelet.

It is our understanding that the District of Ucluelet has recently indicated the presence of a restrictive covenant concerning two surface drainages on Lot 13 which discharge to Stream 1, located adjacent to the west side of Lot 13. The District has also indicated that the drainages are identified on a map schedule as Streams “AB” and “AC”, with setback requirements of 5 m and 10 m, respectively.

We were not aware of the restrictive covenant on these drainages prior to the District’s recent communication. Our background review conducted as part of our report: *Environmental Assessment of proposed Affordable Housing development on Lot 13, Marine Drive (PID# 027-473-538), Ucluelet* (June 9, 2019) included reviews of the District of Ucluelet’s existing Official Community Plan (OCP Bylaw No. 1140, 2011) and the District’s Draft OCP Bylaw No. 1236, 2018, as well as *Environmental Impact Assessment Weyerhaeuser Lands, Ucluth Peninsula Clayoquot District, Lots 4 and 283* (Streamline Environmental Consulting Ltd., January 2006). The two subject drainages on Lot 13 were not identified on any of the map schedules we reviewed. Only Stream 1 was identified on Figure 1 of Streamline’s report and on Schedule E of the Draft OCP. We are not certain how these drainages became mapped drainages between Streamline’s 2006 report and registering of the covenants in March 2008.

We did assess these drainages during our March 5, 2019 field survey but decided not to flag them as watercourses as the southerly drainage consisted only of an east bank seepage site at its confluence with Stream 1, and the northerly drainage only had a total channel length of 49 m, channel width of 10 – 20 cm at the confluence with Stream 1, was dry at the time of survey and only has a tiny catchment area originating from the north side of a rock quarry on the property. We considered these drainages to be Non-Classified Drainages.

Since the initial assessments conducted by Streamline and registering of the covenants in March 2008, the rock outcrop has been largely removed during rock quarrying, which has further reduced the tiny area of catchment associated with the more northerly drainage (Stream AC).

Stream 1 was designated a fish-bearing watercourse based on the capture of 4 three-spine stickleback (*Gasterosteus aculeatus*) near tidewater by Streamline in 2005. Sampling effort included 420 seconds of electro-fishing conducted in August and November 2005. With the exception of chum and pink salmon, all of our salmon and trout species require a period of freshwater rearing ranging from approximately 3 months to 2 years, depending on the species. Considering the sampling effort

and timing, we strongly suspect that Stream 1 does not support a population of salmonids. No fish were observed during our field survey. Three-spine stickleback are not considered “fish” under the provincial *Riparian Areas Protection Regulation*.

It is our opinion that the two covenanted drainages represent a drainage management issue, and not a fish habitat concern. They have minimal seasonal habitat value for wildlife species, and are not associated with any sensitive features (e.g. amphibian breeding sites, rare plant species occurrences).

Ensuring that clean drainage from the overall development site continues to discharge to Stream 1 following site development should be the primary concern related to surface drainages. It is our opinion that given the intent of development for Lot 13 (i.e. affordable housing), preservation of the riparian buffers associated with these two covenanted drainages would be likely to result in eventual tree failure and erosion.

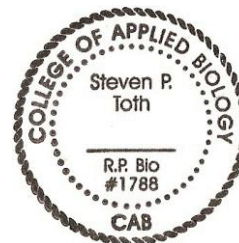
It is our recommendation that the restrictive covenants associated with these two ephemeral drainages / seepage sites be discharged.

Please contact us if you require any additional information.

Sincerely,
Steve Toth, AScT, R.P.Bio.



Toth and Associates Environmental Services





**AFFORDABLE HOME OWNERSHIP PROGRAM
MASTER PARTNERING MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is dated for reference: December 5, 2019

BETWEEN

DISTRICT OF UCLUELET

200 Main Street, Ucluelet, British Columbia V0R 3A0

(the "City")

AND

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Suite #1701 - 4555 Kingsway, Burnaby, British Columbia V5H 4V8

("BC Housing")

Regarding the development of Affordable Home Ownership Program Units in the District of Ucluelet

MOU

PART 1 – INTRODUCTION

This Memorandum of Understanding (“**MOU**”) sets out the intent of the proposed partnership between BC Housing and the City for the development of new affordable home ownership projects within the City. The MOU applies only to projects (“**Developments**”) that are approved for the Affordable Home Ownership Program (the “**Program**”) by the City and BC Housing and for which they enter into a Project Partnering Agreement with the owner of that Development.

The purpose of this MOU is to set out the desired basic business terms and conditions upon which BC Housing and the City intend to proceed with discussions and negotiations for the approval and construction of the Developments.

This MOU is a non-binding statement of the parties’ mutual understanding of the collaboration framework. No legally enforceable rights or obligations will be created by or arise from this MOU in respect of either party.

The City acknowledges that any other agreements arising from, or contemplated under this MOU and all rights and obligations of BC Housing will be subject to approvals by BC Housing’s Executive Committee and Board of Commissioners as required

BC Housing acknowledges that any other agreements arising from, or contemplated under this MOU and all rights and obligations of the City will be subject to approvals by the City’s authorities having jurisdiction or City Council as required.

Both Parties acknowledge that any other MOUs or Agreements arising from or contemplated under this MOU remain subject to BC Housing and City Council approval and such approval remains at the discretion of each Party.

PART 2 – GOALS

This MOU recognizes the parties shared goal of developing new affordable housing for sale to middle income households as a partnership between BC Housing, private sector developers¹ and the City. Affordability will be achieved through contributions from developers, the City and BC Housing, which contributions will be secured over the long-term, as described below.

The specific goals intended to be met through this arrangement are:

- The creation of new home ownership homes (“**AHOP Homes**”) within the City that are affordable for middle income households² in the City. AHOP Homes may exist in Developments where only a portion of the units are allocated under the Program and the remaining units are not subject to the Program terms.
- Affordability will be achieved through partnerships with developers who will benefit from low-cost interim construction financing from BC Housing and increased density or other considerations and/or contributions from the City.
- In addition to the creation of AHOP Homes, the City will benefit through BC Housing’s repayment of the City’s contributions for use for future affordable housing purposes.

PART 3 – OUTLINE OF THE AFFORDABLE HOME OWNERSHIP PROGRAM

The Developments will be constructed by developers and the approved number of AHOP Homes will be made available for sale to middle income households who meet Program eligibility requirements, as described in the Program framework (“**Eligible Purchasers**”). Initial sale of all AHOP Homes in the Developments will be limited to Eligible Purchasers.

¹ Developers may be for-profit or non-profit entities.

² As defined in the Affordable Home Ownership Program Framework.

BC Housing AHOP Master Partnering MOU

The intent of the Program is that AHOP Homes will be sold to Eligible Purchasers at fair market value, with a pre-determined portion of the purchase price secured by a registered mortgage facilitated by BC Housing (the “AHOP Mortgage”).

AHOP Mortgages will be interest and payment free for up to 25 years, effectively increasing the affordability for purchasers while securing the contributions made by the City and BC Housing in affordable housing for the long-term. AHOP Mortgages are due and payable upon the earlier occurrence of the date the AHOP Home is sold, the maturity of the 25-year mortgage amortization period or any breach of the AHOP Mortgage terms, including failure to maintain the AHOP Home as the primary residence for the first five years.

Owners of an AHOP Home with an AHOP Mortgage will be required to repay the principal amount of the AHOP Mortgage plus (or minus) the agreed upon proportionate share of any increase (or decrease) in the value of the AHOP Home.

PART 4 – ROLES AND RESPONSIBILITIES

Subject to final agreement and approvals, the City desires to further the objectives of the Program by:

- Contributing to the affordability of each Development through the provision of favourable zoning, bonus density, parking and/or other incentives or relaxations, and/or expedited approvals.
- It is the City’s sole discretion to approve all, some or none of above noted considerations, or to reject a Development.
- Creating a separate reserve fund for the deposit and expenditure of AHOP mortgage proceeds transferred to the City, as applicable.

Subject to final agreement and approvals, BC Housing desires to further the objectives of the Program by:

- Negotiating terms of a Project Partnering Agreement with the Developer for each Development and securing the affordability of AHOP Homes and their availability to Eligible Purchasers through s.219 Covenants and other security documents as may be required;
- Providing interim construction financing at favourable rates for up to 100% of the capital cost of the Development;
- Reviewing and approving all AHOP Home sales to ensure AHOP Homes are sold to Eligible Purchasers and subject to the restrictions confirmed in the AHOP Mortgage or s. 219 Covenants;
- Granting AHOP Mortgages on the completion of the purchase of an AHOP Home, and managing all aspects of the AHOP Mortgage throughout the AHOP Mortgage term, including monitoring, enforcement and collection of the amounts secured by the AHOP Mortgage when they come due; and
- Release of AHOP Mortgage proceeds to the City for investment in the mutually agreed fund, designated for affordable housing.

PART 5 – INVESTMENT OF AHOP MORTGAGE PROCEEDS

BC Housing will collect the AHOP Mortgage proceeds when due³ and hold them in trust for the City. Once each year, BC Housing will transfer AHOP Mortgage proceeds received from Eligible Purchasers, less 2% for administration costs, to a fund managed by the City. BC Housing and the City shall mutually agree in advance regarding the fund designated for the investment of AHOP Mortgage proceeds and the permitted use and objectives associated with the designated fund.

³ Upon sale, proceeds may be applied to an AHOP Mortgage for a subsequent eligible purchaser of the same unit, in order to extend affordability.

BC Housing AHOP Master Partnering MOU

The City will use all AHOP Mortgage proceeds received from BC Housing for affordable housing projects within the City in accordance with the provision of affordable housing and the mutually agreed objectives of the designated fund.

BC Housing and the City agree to work together in supporting the development of new affordable housing projects which receive funding from the designated fund. The City and BC Housing will jointly approve any new projects receiving this funding which approval may require the additional approval of Ucluelet City Council and BC Housing's Executive Committee.

PART 6 – MUNICIPAL APPROVALS

All municipal approvals for Developments are subject to City approval and the provision of such approval is at the absolute discretion of the City.

PART 7 – PUBLIC CONSULTATION

Public consultation will occur for the Developments consistent with the City's established policies and practices and statutory obligations in relation to applications for rezoning and development approval. All parties recognize that good communication, prompt responses, and complete documentation will be essential to achieve the cost savings anticipated by the Program. BC Housing will participate in the public consultation as it pertains to explaining the AHOP Program Framework and project partner agreements for each Development.

PART 8 – COMMUNICATION

BC Housing and the City will jointly agree on all major communications activities and materials relating to the subject matter of this MOU and any Developments resulting from it.

BC Housing AHOP Master Partnering MOU

DISTRICT OF UCLUELET

Per its authorized signatories

Signature Date Signed

Print Name and Title

Signature Date Signed

Print Name and Title

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Per its authorized signatories

Signature Date Signed

Print Name and Title

Signature Date Signed

Print Name and Title

DISTRICT OF UCLUELET

Zoning Bylaw Amendment Bylaw No. 1269, 2020

A bylaw to amend the District of Ucluelet Zoning Bylaw

(Lot 13 Marine Drive – new R-5 Compact Single-Family Residential Zone).

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

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

1. Text Amendment:

The District of Ucluelet Zoning Bylaw No. 1160, 2013, as amended, is hereby further amended as follows:

- A. By replacing the definition of Gross Floor Area within Division 100 – Enactment and Interpretation, Section 103 Definitions, such that the new definition reads as follows:**

“Gross Floor Area” means the total area of all floors of a *building(s)* or use within a *building* (as the case may be) on a *lot*, measured to the exterior walls of the *building*, specifically excluding only non-habitable portions of a *basement*.”

- B. By amending within Division 300 – General Prohibitions and Regulations, Section 306 Buildings & Structures – Setbacks and Siting, such that “R-5” is added to the list of residential zones to which Section 306.3(7) applies.**

- C. By adding a new Residential zone, to Schedule B – The Zones that directly follows R-4 Zone – Small Lot Single Family Residential such that the new section reads as follows:**

“R-5 Zone – COMPACT SINGLE-FAMILY RESIDENTIAL

This Zone is intended for more affordable, compact single-family residential infill development with low-impact accessory uses.

R-5.1 Permitted Uses

- R-5.1.1 The following uses are permitted, but *secondary permitted uses* are only permitted in conjunction with a *principal permitted use*:

- (1) Principal:
 - (a) *Single Family Dwelling*
- (2) Secondary:
 - (a) *Home Occupation*
 - (b) *Secondary Suite*

R-5.2 Lot Regulations

- R-5.2.1 Minimum Lot Size: 150 m² (1,615 ft²)
- R-5.2.2 Minimum Lot Frontage: 7.5 m (25 ft)

R-5.3 Density:

- R-5.3.1 Maximum Floor Area Ratio: 0.5
- R-5.3.2 Maximum Lot Coverage: 50%

R-5.4 Maximum Size (Gross Floor Area):

- R-5.4.1 Principal Building: 140 m² (1,500 ft²)
- R-5.4.2 Accessory Buildings: 10 m² (107 ft²) combined total

R-5.5 Maximum Height:

- R-5.5.1 Principal Buildings & Structures: 5 m (16.4 ft)
- R-5.5.2 Accessory Buildings & Structures: 3.5 m (11.5 ft)

R-5.6 Minimum Setbacks:

- R-5.6.1 The following minimum setbacks apply, as measured from the *front lot line*, *rear lot line* and *side lot lines(s)*, respectively:

	(a) Front Yard Setback	(b) Rear Yard Setback	(c) Side Yard - Interior Setback	(d) Side Yard - Exterior Setback
(1) Principal	3 m (9.8 ft)	3 m (9.8 ft)	1.2 m (4 ft)	3 m (9.8 ft)
(2) Accessory		0 m	0 m	0 m

- R-5.6.2 In addition, no *accessory building* or access to a *parking space* may be located between the front face of the principal building and the street."

2. 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 Lot 13, District Lot 283, Clayoquot Land District, Plan VIP84686 [PID 027-473-538] shown shaded on the map attached to this Bylaw as Appendix "A", from CD-5 Zone FORMER WEYCO FOREST LANDS CD-5C SubZone (Development Area 3) OCEANWEST CD-5C.1.2 AFFORDABLE HOUSING to R-5 Zone – COMPACT SINGLE-FAMILY RESIDENTIAL.

3. Citation: This bylaw may be cited as "District of Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020".

READ A FIRST TIME this day of , 2020.

READ A SECOND TIME this day of , 2020.

PUBLIC HEARING held this day of , 2020.

READ A THIRD TIME this day of , 2020.

ADOPTED this day of , 2020.

CERTIFIED A TRUE AND CORRECT COPY of "District of Ucluelet Zoning Amendment Bylaw No. 1269, 2020."

Mayco Noël
Mayor

Mark Boysen
Corporate Officer

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

Mark Boysen
Corporate Officer

APPENDIX 'A'

District of Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020

From: CD-5C.1.2 Affordable Housing
To: R-5 Compact Single-Family Residential



DISTRICT OF UCLUELET

Bylaw No. 1270, 2020

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

(Lot 13 Marine Drive)

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

AND WHEREAS the Municipality has rezoned the property at Lot 13 Marine Drive to a new Compact Single-Family Residential Zone to enable the development of 33 small affordable housing lots: 24 lots to be developed under the BC Housing “Affordable Home Ownership Program” and 9 lots to be developed as affordable rental housing units;

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

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

1. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the *Local Government Act*, in substantially the form attached to this Bylaw as Schedules “A” and “B”, with respect to the land located in the District of Ucluelet known as Lot 13 Marine drive and being more particularly known and described as:

Lot 13, District Lot 283, Clayoquot Land District, Plan VIP84686

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

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

CITATION

3. This bylaw may be known and cited for all purposes as the “**Ucluelet Housing Agreement Bylaw No. 1270, 2020**”.

READ A FIRST TIME this day of , 2020.

READ A SECOND TIME this day of , 2020.

PUBLIC HEARING held this day of , 2019.

READ A THIRD TIME this day of , 2019.

ADOPTED this day of , 2019.

CERTIFIED A TRUE AND CORRECT COPY of “Ucluelet Housing Agreement Bylaw No. 1270, 2020”

Mayco Noël
Mayor

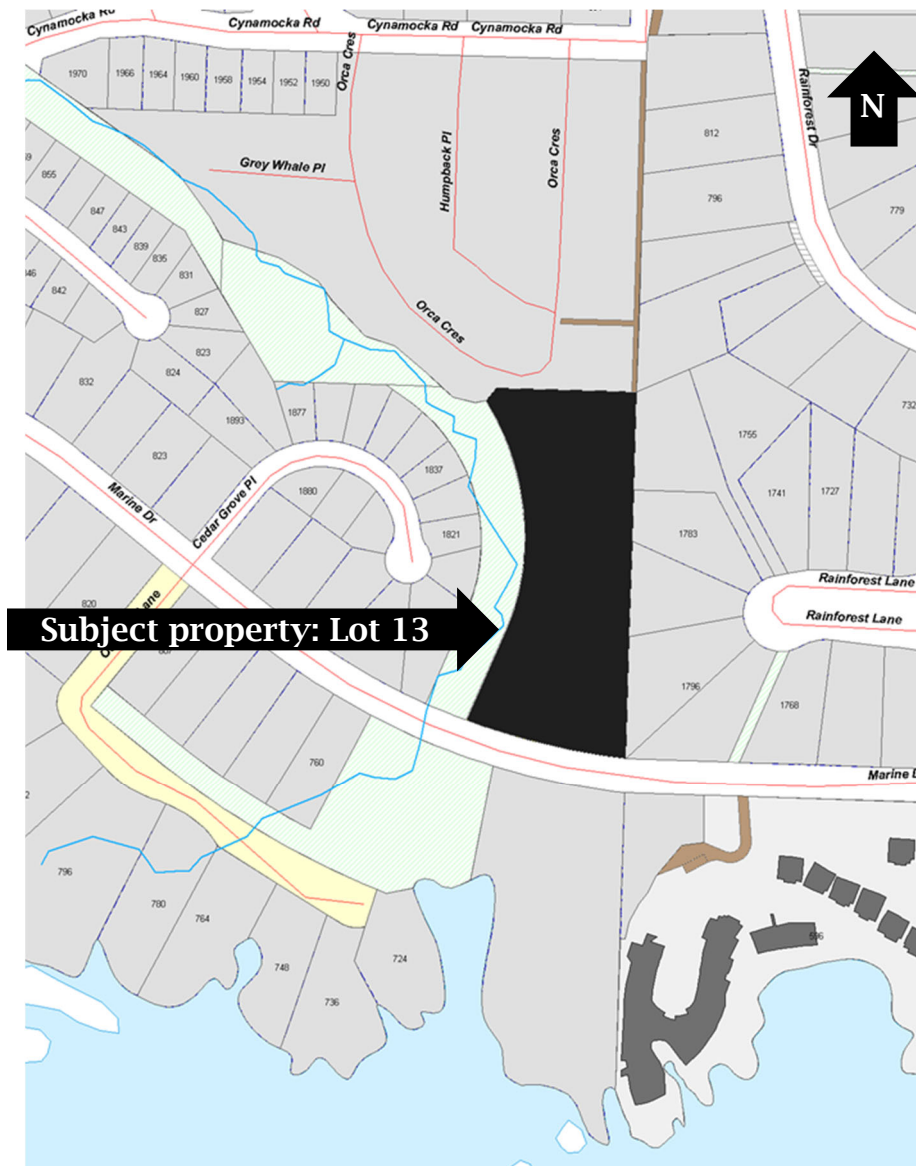
Mark Boysen
Corporate Officer

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

Mark Boysen
Corporate Officer

Appendix "A" to Ucluelet Housing Agreement Bylaw No. 1270, 2020

Subject property: Lot 13, District Lot 283, Clayoquot Land District, Plan VIP84686



Schedule A: Affordable Home Ownership Housing Agreement

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

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

THIS AGREEMENT dated for reference the day of , 2020 is

BETWEEN:

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

(the “District”)

AND:

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

(the “Owner”)

GIVEN THAT:

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

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree as follows:

PART I – DEFINITIONS

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

- (a) “Affordable Housing Funder” means an institution or agency who provides a grant or preferential rate loan to support the development of Dwelling on the Land;

(b) “Dwelling Unit” means a residential dwelling unit constructed or located on the Land;

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

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

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

PART II – SECURITY OF DISTRICT’S INTEREST

2. The Owner agrees that, as a condition of the subdivision resulting in the Land which is the subject of this agreement, a mortgage to secure the value of \$13,333.33 has been registered in priority on the Land in recognition of the District’s contribution of \$320,000.00 to reduce the costs of servicing 24 affordable ownership lots.
3. The District agrees to discharge the mortgage charge referred to in section 2 from the title of the Land when the Owner achieves an Occupancy Permit for a dwelling unit on the Land.

PART III – CONSTRUCTION on the LAND

4. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time.
5. The Owner will not apply for an Occupancy Permit, and will indemnify the District from any claim arising from withholding an Occupancy Permit, until the Owner has supplied documentation that each dwelling unit has achieved compliance with the BC Energy Step Code level __.

PART IV – TRANSFER, USE AND OCCUPANCY

6. The Owner agrees that no Lot will be sold or transferred to any person other than a Qualified Person participating in the Affordable Home Ownership Program administered by BC Housing.

PART V - INTERPRETATION

7. In this Agreement:

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

PART VI – MISCELLANEOUS

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

- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and,

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

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

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

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

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

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

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

Attention: Manager of Community Planning

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

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

17. **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.

18. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.

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

Schedule B: Affordable Rental Housing Agreement

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

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

THIS AGREEMENT dated for reference the day of , 2020 is

BETWEEN:

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

(the “District”)

AND:

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

(the “Owner”)

GIVEN THAT:

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

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree as follows:

PART I – DEFINITIONS

1. In this Agreement, the following words have the following meanings:
 - (a) “Affordable Housing Funder” means an institution or agency who provides a grant or preferential rate loan to support the development of Dwelling on the Land;
 - (b) “Dwelling Unit” means dwelling units rented as Dwellings in accordance with Part III herein, to be used and occupied in accordance with this Agreement;

- (c) “Daily Amount” means \$500.00 per day;
- (d) “Dwelling Unit” means a residential dwelling unit constructed or located on the Land;
- (e) “Eligible Occupant” means a person authorized to occupy a dwelling unit on the Land under section 3(c) of this Agreement;
- (f) “Full-time” means an average of at least 1400 hours per year, and in the case of self-employment, means employment from which an individual earns at least 90% of his or her annual income;
- (g) “Qualified Person” means an individual who:
- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 24 months;
 - (ii) has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułu?it?ath Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
 - (iii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world; and,
 - (iv) has a gross annual household income of not more than:
 - (A) \$35,000, to qualify for occupancy in respect of a one-bedroom unit; and
 - (B) \$45,000, to qualify for occupancy in respect of a two-bedroom unit; and
 - (C) \$62,000, to qualify for occupancy in respect of a three bedroom or larger unit;

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

- (j) "Tenant" means an occupant of a dwelling unit on the Land by way of a Tenancy Agreement.

PART II – CONSTRUCTION on the LAND

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

PART III – USE AND OCCUPANCY

3. The Owner agrees that no Dwelling Unit will be used or occupied:
- (a) except as a permanent residence;
 - (b) except by at least one Qualified Person;
 - (c) by any person who is not a Qualified Person, unless that person is related by blood, adoption or foster parenthood to, or is living in a spousal relationship with, a Qualified Person who is also occupying the Employee Unit.
4. No Dwelling Unit will be occupied by any owner of the Land, or by any family member of any Owner of the Land;
5. The Owner agrees that the number of persons who reside in any Dwelling Unit must be equal to or less than the number of persons the District's building inspector determines (acting reasonably) can reside in that unit given the number and size of bedrooms in the unit and in light of any relevant standards set by the District in any bylaws of the District.
6. Within three (3) days after receiving notice from the District, the Owner will in respect of any Dwelling Unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of a Dwelling Unit no more than two (2) times in any calendar year. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.
7. If the Owner cannot comply with the occupancy requirements for any Dwelling Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Dwelling Unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part V herein. The Owner must deliver the request in writing in accordance with section 22 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner

cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.

PART IV – RENTAL OF DWELLING UNITS

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

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

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

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

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

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

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

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

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

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

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

(h) the Tenancy Agreement will identify all occupants of the Dwelling Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited

from residing at the Affordable Rental Housing Unit for more than fifteen (15) consecutive days or more than a total of thirty (30) days in any calendar year;

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

PART V – DEFAULT AND REMEDIES

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

the Owner pursuant to this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

PART VI - INTERPRETATION

13. In this Agreement:

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

PART VII – MISCELLANEOUS

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

- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and,

(b) where a Dwelling Unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the *Local Government Act* in the LTO against title to the Dwelling Unit.

- 15. Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the District to inspect the Affordable Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Rental Housing Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.
- 16. Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
 - (b) the Owner’s ownership, lease, operation, management, or financing of the Land or any Dwelling Unit; or
 - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
- 17. Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
- 18. Survival** – The obligations of the Owner set out in sections 16 and 17 will survive termination of this Agreement.
- 19. District Powers Unaffected** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;

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

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

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

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

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

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

Attention: Manager of Community Planning

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

- 23. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
- 24. **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.

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

SCHEDULE A

STATUTORY DECLARATION

CANADA

PROVINCE OF BRITISH COLUMBIA

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

("Housing Agreement")

I, _____ of _____, British Columbia, do solemnly declare that:

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

Business or Institution :

Dates:

- 8. No adult resident of the Dwelling Unit or his or her spouse or common law partner owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world.
- 9. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at)
 _____, British Columbia,)
 this __ day of _____)
)
)
)
)
)
 A Commissioner for taking Affidavits)
 For British Columbia)

SCHEDULE B

STATUTORY DECLARATION

CANADA

PROVINCE OF BRITISH COLUMBIA

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

("Housing Agreement")

I, _____ of _____, British Columbia, do solemnly declare that:

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

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

Names, addresses and phone numbers of employers:

[Attach copy of Schedule A Declaration]

- 4. The rent charged each month for the Dwelling Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ _____ per month;
 - (b) the rent on the date of this statutory declaration: \$ _____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$ _____.
- 5. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the land title office against the land on which the unit is situated and confirm that the Owner has complied with the Owner's obligations under these Agreements.
- 6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at _____)
 _____, British Columbia,)
 this __ day of _____)
 _____)
 _____)
 _____)
 _____)
 A Commissioner for taking Affidavits)
 For British Columbia)

SCHEDULE C**HOUSING CONSTRUCTION STANDARDS****SUITE FURNISHINGS**

1. Kitchen appliances that must be included in the finished suite are: fridge, stove, dishwasher and range hood. All appliances must meet Energy Star standards.
2. Refrigerators must be “frost-free” and a minimum size of 18 cu. Ft. Ranges/ovens must be 30 inches minimum width. Range hoods must be minimum 180 CFM two-speed and must be vented to the exterior.
3. Bathrooms must include a minimum cabinet frontage of 35 inches, 1 toilet paper holder, 1 towel bar, 1 shower curtain rod, 1 robe hook, and 1 vanity-length mirror.
4. A hot water tank must be provided at a minimum size of 40 gallons and must meet Energy Star standards.
5. Each unit must have a laundry closet or room. The laundry closet/room shall include the required plumbing, electrical and venting connections for the washer and dryer.
6. A doorbell must be provided for each unit.
7. Blinds must be provided on all windows and glazed doors. Light colours are recommended to maximize reflection of solar radiation. Vertical or horizontal aluminum “mini-blinds” are both acceptable.

FINISH CARPENTRY

1. Cabinets must be standard sizes and pre-manufactured, designed with heavy duty hardware for long lasting durability and capable of withstanding rough handling. Cabinets with front frames are generally unacceptable. If wood, must use FSC certified millwork with low VOC finishes.
2. Stair risers must not be open.
3. Baseboards must be provided on all walls (except within closets).
4. Painted wood sills must be provided for all windows.

FLOORING

1. Hard surface flooring, such as laminate, wood, textured concrete, bamboo, cork or ceramic tile must be used for durability. Low off-gassing vinyl sheet is acceptable in storage and laundry rooms.
2. Carpet is acceptable in bedrooms and internal stairways. Carpet must be minimum 28 oz. carpet with a minimum 32 oz. underlay. Where practical, carpet colours should be earth

tones and mottled to hide stains.

PAINTING AND WALL COVERINGS

1. Paints with low VOC and washable finish are required. Washable paint surfaces should be used in kitchens, bathrooms, and laundry rooms.
2. Spray texture ceiling finish is permitted, except in bathrooms and kitchens.
3. All work, interior and exterior, shall be to MPDA "Premium Grade" standards (i.e. primer plus two finish coats).

PLUMBING

1. All bathroom and kitchen plumbing fixtures must be low flow, including faucets and shower heads with aerators.
2. Toilets must be dual flush.
3. Water shut-offs must be accessible from inside the liveable portion of the suite.
4. Bathroom fixtures shall be of one uniform colour.
5. Bathtubs must be minimum 5 feet in length. Damaged or repaired tubs are not permitted.
6. Water closets must be of vitreous china with an anti-sweat tank liner.

HEATING AND VENTILATING

1. All bathrooms must have a 90 CFM fan controlled by a de-humidistat to control humidity levels with a maximum sound level of 2.5 sones.

ELECTRICAL

1. Each suite must be pre-wired for telephone, cable TV, and internet services. Outlets shall be located in conjunction with furniture layouts and utility provider's approval.
2. Smoke detectors shall be provided as required by code.

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

This Agreement dated for reference the day of , 2020.

BETWEEN:

DISTRICT OF UCLULET

(the “District”)

AND

ACMC Holdings

(the “Owner”)

GIVEN THAT:

- A.** The Owner is the owner of land located in the District of Ucluelet and more particularly described as Lot 13, District Lot 283, Clayoquot Land District, Plan VIP 84686 (“the Land”);
- B.** Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality in respect of the use of land, the building on land, the subdivision of land, and the preservation of land or a specific amenity on land; and
- C.** By an Agreement dated for reference September 28, 2005 titled “Master Development Agreement”, the District entered into a land development agreement with Weyerhaeuser Company Limited (“Weyerhaeuser”) concerning three parcels of land located in the District Municipality of Ucluelet including a parcel of land that has been subdivided into a number of lots including Lot 13, District Lot 283, Clayoquot District, Plan VIP84686, (“Lot 13”) which are the subject of this Housing Agreement.
- D.** Section 7 of this Master Development Agreement requires Weyerhaeuser to provide a number of Dwelling Units on Affordable Housing Lots.
- E.** In May of 2019, the Owner entered into an Agreement with Weyerhaeuser wherein the Owner agreed to purchase Lot 13 on a number of conditions, including the rezoning of Lot 13 to permit a thirty-three (33) lot fee-simple subdivision of Lot 13 (the “Affordable Housing Lots”) and, in turn, providing Weyerhaeuser with corresponding credit under Section 7 of the Master Development Agreement.

- F.** The Owner has applied to rezone the Land so that it can be subdivided into the thirty-three (33) lots, which the Owner intends to make available as follows:
- (a) twenty-four (24) of the Affordable Housing Lots will be made available for sale to Qualified Purchasers, under the Affordable Home Ownership Program by BC Housing; and,
 - (b) nine (9) of the Affordable Housing Lots will be made available for rent or lease to qualified tenants pursuant to the terms of this Housing Agreement.
- G.** The Owner wishes to grant and the District wishes to accept these covenants over the Land restricting the use and subdivision of the Land in the manner herein provided;

THEREFORE, in consideration of the mutual promises exchanged in this Agreement, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement:

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

“Daily Amount” means \$500.00 per day.

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

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

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

2. SCHEDULES

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

Schedule A – Subdivision Plan

Schedule B – Rental Housing Agreement

Schedule C – Ownership Housing Agreement

3. RESTRICTIONS ON SUBDIVISION OF THE LAND**3.1** The Owner shall not subdivide the Land:

- (a) except in substantial accordance with the Subdivision Plan, provided that the District's manager of planning in his, her or their sole discretion may authorize minor deviations from the Subdivision Plan;
- (b) unless together with the subdivision of the Land the Owner also registers a Rental Housing Agreement on the title to at least nine (9) of the parcels created by the subdivision, and an Ownership Housing Agreement on the title to at least twenty-four (24) of the parcels created by the subdivision; and,
- (c) unless together with the subdivision of the Land the Owner also registers a mortgage charge in priority on the title of the twenty-four (24) parcels which are subject to an Ownership Housing Agreement to secure the value of \$13,333.33 in recognition of the District's contribution of \$320,000.00 to reduce the costs of servicing 24 affordable ownership lots,

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

3.2 The agreements required to be registered concurrent with the subdivision of the Land under section 3.1, above, must be registered in priority to all charges and encumbrances which may have been registered or are pending registration against title to the Land, save and except those specifically approved in writing by the District or in favour of the District.**4. INDEMNITY AND RELEASE**

- 4.1** The Owner shall indemnify and keep indemnified the District from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the District or which the District incurs as a result of any loss, damage or injury, excluding economic loss or consequential loss or deprivation, arising out of or connected with any breach by the Owner of this Agreement.
- 4.2** The Owner hereby releases, saves harmless and forever discharges the District of and from any claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which the Owner can or may have against the District, whether based in law or equity, whether known or unknown, for any loss, damage or injury, excluding economic or consequential loss or deprivation, that the Owner may

sustain or suffer arising out of or connected with this Agreement, or any breach by the Owner of any covenant in this Agreement, save and except as a result of any breach by the District of this Agreement or the negligent acts or omissions on the part of the District or its personnel.

- 4.3** The indemnity and release provisions of sections 4.1 and 4.2 shall survive the expiry or termination of this Agreement.

5. POWERS PRESERVED

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

6. BINDING EFFECT

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

7. WAIVER

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

8. DEFAULT AND REMEDIES

- 8.1** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 8.2** The Owner acknowledges the District might not have exercised its discretion to rezone the Land for the Proposed Development but for the Owner's promise to create needed affordable housing, and the Owner agrees that without limiting the District's right to any other remedies available at law or in equity for a breach of this Agreement, if the Owner is in breach of this Agreement the District may seek an injunction and the Owner will not resist the granting of such an injunction on the basis that damages would be an adequate remedy for the breach.

8.3 The Owner acknowledges and agrees that the District requires affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses and that these businesses generate tax and other revenue for the District and economic growth and opportunities for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if the Land is used in breach of this Agreement the Owner will pay, as a rent charge under section 12, the Daily Amount to the District for each date of the breach of the Agreement. The Daily amount is due and payable immediately upon receipt by the Owner of an invoice form the District for the same.

8.4 The Owner hereby grants to the District a rent charge under section 219 of the Land Title Act, and at common law, securing payment by the Owner to the District of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

9. SURVIVAL

All provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

10. ENTIRE AGREEMENT

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

11. SEVERABILITY

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

12. COUNTERPARTS

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

IN WITNESS WHEREOF the parties have executed this Agreement in the General Instrument - Part I, which is attached to and forms part of this Agreement.

SCHEDULE A – Subdivision Plan

SCHEDULE B – Rental Housing Agreement

SCHEDULE C – Ownership Housing Agreement

END OF DOCUMENT



DEVELOPMENT VARIANCE PERMIT DVP20-02

Pursuant to section 498 of the Local Government Act, 2015:

1. This Development Variance Permit is issued to:

Weyerhaeuser Company Limited, Inc. No. A91273
500 – 925 West Georgia Street
Vancouver, BC V6C 3L2

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

Lot 13, District Lot 283, Clayoquot District, Plan VIP84686 (the “Land”)

3. The work authorized by this Permit may only be carried out:

- a. in compliance with the requirements of the District of Ucluelet Zoning Bylaw No. 1160, 2013, except where specifically varied or supplemented by this development variance permit.
- b. in compliance with all federal, provincial, and municipal statutes, regulations, and bylaws.

4. This Permit authorizes the following variances for the proposed subdivision and development of the Land as shown on the plans attached as Schedule A:

- i. **vary the District of Ucluelet Subdivision Control Bylaw No. 521, 1989, to allow development of a compact residential road and services within a 10m dedicated road right-of-way (instead of a 15m minimum road dedication) as proposed in the cross section by Park City Engineering Ltd. dated February 14, 2020; and,**
- ii. **for proposed Lots 1, 2 and 5, vary section R-5.6.2 of the District of Ucluelet Zoning Bylaw No. 1160, 2013, to permit access to a parking space to be located between the front face of the principal building and the adjacent road.**

5. The above variances are granted for the proposed initial subdivision and servicing of the Land as shown on Schedule A. Should the Land or portions of the Land be redeveloped at some future date, this Development Variance Permit shall cease to apply and the zoning and servicing standards in effect at the time shall apply.

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

7. This Permit is NOT a Building Permit.



AUTHORIZING RESOLUTION passed by the Municipal Council on the day of , 2020.

THE DISTRICT OF UCLUELET
by its authorized signatories:

ISSUED the day of , 2020.

Bruce Greig - Manager of Community Planning



SCHEDULE A

1 of 2 - Site Plan

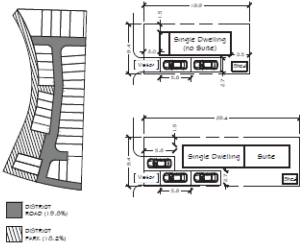
SITE PLAN OF LOT 13, DISTRICT LOT 283, CLAYOQUOT DISTRICT, PLAN VIP84686.

0 2 4 6 8 10 20 30 40 50
 THE INTENDED PLOT SIZE IS 430mm IN WIDTH AND 560mm IN HEIGHT
 (C SIZE) WHEN PLOTTED AT A SCALE OF 1:500.

SITE PLAN DATA

REGISTERED OWNER: WEYERHAEUSER COMPANY LTD.
 CIVIC ADDRESS: NONE
 LEGAL DESCRIPTION: LOT 13 DISTRICT LOT 283 CLAYOQUOT DISTRICT PLAN VIP84686 PARCELS A00 02782N AND EXCEPT PART IN PLAN 10000
 SITE AREA: 110,030sq.m. / 116,100sq.ft. / 1.0ha / 0.37ac.
 CURRENT ZONING: CD-001.2 - COMPREHENSIVE DEVELOPMENT
 PROPOSED ZONING: MICRO LOT RESIDENTIAL (NEW ZONE)
 OOP LAND USE DESIGNATION: COMPREHENSIVE DEVELOPMENT
 DENSITY: PROPOSED: 33 LOTS -33 PRIMARY UNITS -12 ACCESSORY UNITS
 PROPOSED LOT COVERAGE: 80% (INCLUDING ACCESSORY BUILDINGS)
 BUILDING HEIGHT: PROPOSED 5m / 16.4ft.
 BUILDING AND STRUCTURE SETBACKS:
 OVERALL PROPERTY: 0.0m.
 FRONT: 0.0m.
 REAR: 0.0m.
 SIDE: 0.0m. (REG. COV. DISCHARGE)
 EXTERIOR SIDE: 0.0m.
 INDIVIDUAL FREE SIMPLE LOTS:
 FRONT: 3.0m.
 SIDE: 1.0m.
 REAR: 0.0m.
 (NO SETBACKS FOR ACCESSORY BUILDINGS / SHEDS)
 OFF-STREET PARKING: 2 STALLS / PRIMARY DWELLING 1 STALL / SUITE
 PARKLAND DEDICATION: AS ILLUSTRATED: 2,744sq.m. (10.2% PARENT PARCEL)
 ROADWAY DEDICATION: AS ILLUSTRATED: 2,874sq.m. (10.6% PARENT PARCEL)

LAND DEDICATION



SIMS ASSOCIATES

LAND SURVEYING LTD.
 223 HERR ROAD W.
 QUALICUM BEACH, B.C. V1K 1S4
 PHONE: 250-752-9121
 FAX: 250-752-9281
 FILE NUMBER: 19-047-ST
 DRAWING NUMBER: 19-047-SPI.dwg
 DATE: 2019/04/08

#	Date	NOTES
0	MAY 2019	PRELIMINARY CONCEPT
1	MAY 2019	REVISED PER DISTRICT INPUT
2	JAN 2020	REVISED PER DISTRICT INPUT
3	FEB 2020	REVISED PER DISTRICT INPUT

Land Use & Landscape Concept

Date: February 4, 2020
 Drawn: Staff
 Checked: NG
 Scale: 1 : 400 metric
 Project Number: 19-0239
 DRAWING NUMBER: S1 of 1

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

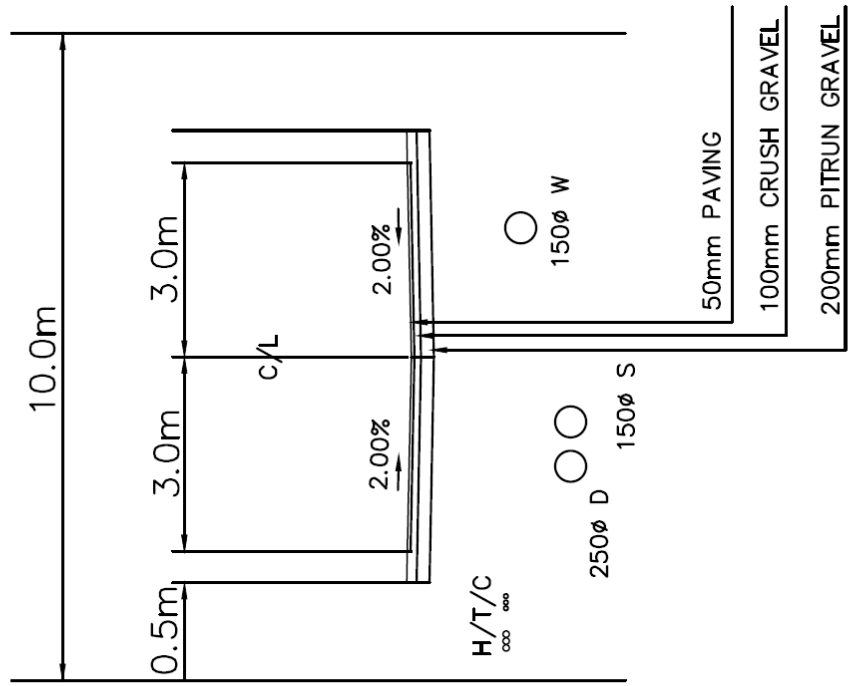
MACDONALD GRAY
 814 Shorewood Drive, Parksville, BC V8P 1S1
 TEL: 250-248-3089 FAX: 250-248-3089
 WWW.MACDONALDGRAY.CA





SCHEDULE A

2 of 2 – Road Section



TYPICAL SECTION

SCALE	1:100
DATE	FEB. 14, 2020
JOB NO.	229-004



STAFF REPORT TO COUNCIL

Council Meeting: November 26, 2019
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: BRUCE GREIG, MANAGER OF COMMUNITY PLANNING

FILE NO: 3360-20-RZ19-05

SUBJECT: LOT 13 MARINE DRIVE – PROPOSED AFFORDABLE HOUSING

REPORT NO: 19- 153

ATTACHMENT(S): APPENDIX A – APPLICATION

APPENDIX B – WHITE PAPER ON *BEST PRACTICES FOR AFFORDABLE HOUSING*

1.0 RECOMMENDATIONS:

1. **THAT** Council indicate whether it is prepared to support one or more of the following concessions sought by the developer of the proposed 33-unit micro-lot affordable housing development on Lot 13:
 - a. consider adopting a DCC Cost Reduction and Waiver Bylaw for affordable housing and/or other categories of qualifying development and, if so, direct staff to prepare a draft bylaw and report on funding options for initial consideration and public input; **and/or**
 - b. accept that purchase or rent by households earning the median income or less is deemed as meeting the intent of the District's policies for affordable housing, rather than households earning 80% of median income or less, for this project.
2. **THAT** Council direct staff to prepare a zoning amendment bylaw to accommodate the use and density of the proposed affordable housing development on Lot 13, for introduction at a future Council meeting; **and,**
3. **THAT** Council encourage the applicant to provide further detail and / or clarification on the following:
 - a. the proposed construction method, quality, energy efficiency and exterior materials of the housing units;
 - b. details of the mechanism and legal instruments which would define and ensure the ongoing affordability of the units, for both rental and ownership models;
 - c. detailed landscape preservation and stream corridor mitigation plans; and,
 - d. analysis of servicing requirements and potential efficiencies with municipal utility networks and for connections through the site.

2.0 PURPOSE:

The purpose of this report is to provide information on Zoning Bylaw Amendment **Application RZ19-05** from APMC Holdings Ltd., received for a proposed affordable housing development on Lot

13, District Lot 283, Clayoquot District, Plan VIP844686 (Lot 13 Marine Drive). This report describes the status of the application, gives key considerations for Council, and proposes next steps in the application process.



Site Context

3.0 DISCUSSION

3.1 Background

A rezoning application was received from APMC Holdings Ltd. on, July 23rd, 2019, proposing that a new zone be created to permit a thirty-three (33) affordable micro-lot housing development on Lot 13 Marine Drive. The property in question is approximately 3.7 acres in area and currently zoned for Comprehensive Development 5 (CD-5C) – OceanWest / Affordable Housing. The Comprehensive Development 5 (CD-5C) zone designates Lot 13 Marine Drive for affordable housing. The provision of these lands as affordable housing is tied to an existing Master Development Agreement (MDA), dated September 28th, 2005, which was established with Weyerhaeuser Company Limited for base development density on its property held in Ucluelet. Importantly, the Master Development Agreement places restrictions on multiple family residential and resort condominium development on other lands under the MDA until affordable housing is provided. Lot 13 was earmarked for affordable housing as one place where this requirement would be met. The property is proposed to be transferred to the developer (APMC Holdings Ltd.) by Weyerhaeuser Company Limited in an arrangement intended to fulfill their

The comprehensive development zoning of the Weyerhaeuser lands included commitments by the landowner to provide a number of community amenities. Most of these commitments have already been met with the initial phases of the OceanWest development (funding toward construction of the UCC, fire equipment and other cash contributions, commitment under the MDA to provide land for affordable housing, etc.). Additional park land and trail dedication commitments are expected to fall into place under the MDA or future rezoning for development of the Weyerhaeuser lands north of Forbes Road. Development of the Weyerhaeuser lands is on track to fulfill its commitments as future phases unfold.

The status of amenities provided for other Comprehensive Development (CD) zoned lands within the District is less clear; as they approach the District with development plans, those landowners should clarify the community benefits proposed in conjunction with development approvals.

obligation as stated in the Master Development Agreement.

The Master Development Agreement states as a condition for the development of the Weyerhaeuser lands that various amenities be provided as a requirement of the Rezoning and the OCP Amendment Bylaw, including affordable housing.¹

The key elements of the Master Development Agreement which relate to the proposed development of Lot 13 are:

- a. *the reservation, by covenant or affordable housing agreement, of two fully serviced lots, totaling approximately 2.4 to 2.8 hectares (6-7 acres) of land for affordable housing use (Lot 13 is 3.7 acres or 1.5Ha.);*
- b. *a minimum number of 90 affordable housing units be provided in conjunction with the multiple family residential and resort condominium units (calculated at full build out);*
- c. *qualification criteria, parameters and guidelines shall be developed by a not-for-profit housing organization in consultation with the District and the Developer;*
- d. *the Affordable Housing units are to be constructed by the Developer, but managed and administered by a not-for-profit housing organization, including with respect to rentals and sales (in which case acceptable profits are to return to the Developer); and*
- e. *restrictions on multiple family residential and resort condominium development until affordable housing is also provided.*

The 33 micro-lot affordable modular housing units being proposed by ACMC Holdings Ltd. would be a mix of for-profit ground-oriented affordable rental housing, and units on lots for purchase. The developer proposes that a portion could be sold at below market value, with the remainder being allocated as affordable rental housing in perpetuity.

ACMC Holdings Ltd. has suggested that BC Housing will fund the 'for purchase' portion of the development in accordance with their Affordable Home Ownership Program (AHOP) and the developer (ACMC) would fund the rental portion of the development. The details regarding the operation and maintenance of the affordable rental portion of the development will be established through a Housing Agreement between the District of Ucluelet and the owner / developer and enforced through covenants. The rental units would then be managed by ACMC Holdings Ltd. in partnership with the District of Ucluelet, which would provide oversight and enforcement of the Housing Agreement.

ACMC Holdings Ltd. has suggested Pemberton Holmes rental management company would assist with the day to day maintenance and management of the rental units once established. ACMC Holdings Ltd. has also stated that they would be open to working with a not-for-profit housing society or Housing Authority if one is established in the region; at which time the oversight and enforcement of the Housing Agreement, as well as day-to-day maintenance of the properties would be transferred to the not-for-profit housing society or Housing Authority.

BC Housing has provided a letter confirming BC Housing's interest in the AHOP (i.e., for-purchase) portion of the project and has requested further clarification on ACMC's agreement with the District.

¹ The definition for "affordable housing" in the Master Development Agreement follows the OCP definition: "housing suitable for households of low & moderate income (with incomes that are 80% or less than the median household income in the District of Ucluelet as reported by Statistics Canada and as defined by Canada Mortgage Housing Corporation, CMHC)."

Currently, there is no formal agreement in place between ACMC Holdings Ltd. and BC Housing (or a qualified not-for-profit housing society) to provide support for the project's development or for the long-term maintenance and management of the units once they are constructed.

Supplemental information regarding ACMC Holdings Ltd.'s rezoning application and proposed development for Lot 13 Marine Drive is provided below.

3.2 Alignment with District Land Use Regulations

The following section describes where ACMC Holdings Ltd.'s application for affordable housing on Lot 13 does and does not meet the District of Ucluelet's land use regulations, notably the intent of the Official Community Plan (OCP) and Zoning Bylaw. As discussed, the applicant is seeking a rezoning from Comprehensive Development 5 (CD-5C) – Oceanwest / Affordable Housing to create a new zone that permits the development of thirty-three (33) affordable micro lots, and a waiver of 100% of DCC fees.

3.2.1 Alignment with District of Ucluelet Official Community Plan Bylaw No. 1140, 2011

The District of Ucluelet Official Community Plan Bylaw No. 1140, 2011, designates Lot 13 as Comprehensive Development (CD). The Comprehensive Development designation applies to those areas covered by the existing Master Development Agreements (MDAs), including District Lots 282 and 281 and lands in the vicinity of Minato Road. These CD areas represent some 359 hectares, or 55 percent of land within the District's boundaries. Permitted land uses in the comprehensive development designation MDA areas include:

- Single family with a range of lot sizes;
- Multi-family residential and commercial
- Resort condominiums;
- Vacation rentals and Guest House lots;
- Affordable housing;
- Hotel/spa, motel and staff housing units;
- Golf course/clubhouse and marina;
- Limited commercial facilities restricted to servicing the tourist sector;
- Parks and natural space; and
- Wild Pacific Trail.

As mentioned earlier in this report, Lot 13 has been designated for use as affordable housing in accordance with the Master Development Agreement. However, the Comprehensive Development (CD) OCP designation supports a flexible approach that suggests lands under this designation may be re-designated without a formal OCP amendment at the discretion of the District, stating that:

“Amendments to each Master Development Agreement may be considered without amendment of the OCP provided the overall density is not increased and the Wild Pacific Trail is not compromised.”

The OCP further states that:

“Where development has not proceeded in accordance with MDAs in a timely manner (within 5 years of execution), has stalled for extended periods of time (5 years or longer) or the

original landowner has not fulfilled obligations in the expected timeframes expected, the District may, but is not obligated to, reconsider the MDA-approach and revert zoning to pre-MDA conditions without amendment of the OCP; future development can then proceeding[sic] either in accordance with pre-CD zoning or on application for new zoning based on the policies in this section and OCP.”

Additional OCP direction for this application comes from Section 3.5 (i) Affordable Housing, which provides a number of policies supporting the development of affordable housing in Ucluelet.

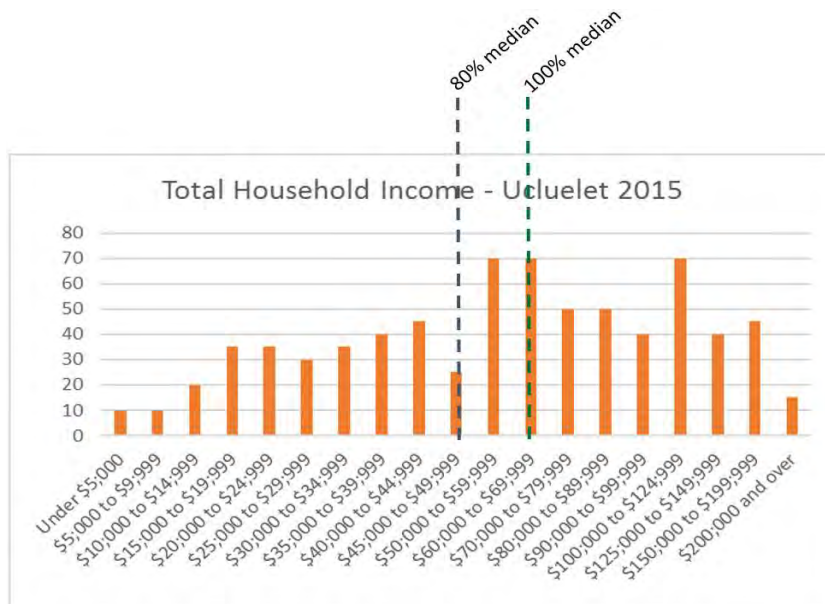
Affordable housing policies in Section 3.5 (i) of the OCP lend support for the proposed development format:

- **Affordable Housing Policy #6** - Encourage development of mobile/modular home parks with high quality site design, screening and landscaping; and
- **Affordable Housing Policy #7**- Encourage alternative housing options, including bare land strata and small lot subdivision.

The OCP also provides a specific definition for affordable housing:

“Affordable Housing is defined as housing suitable for households of low & moderate income (with incomes that are 80% or less than the median household income in the District of Ucluelet as reported by Statistics Canada and as defined by Canada Mortgage Housing Corporation, CMHC).”

The developer has suggested that this definition would not be applied to the proposed affordable rental housing of the development on Lot 13 and has suggested a higher rent threshold. Where the OCP defines “affordable” relative to households making up to 80% of the median income, the developer is proposing that this housing would target households up to 100% median income (see Figure 1) **Figure 1:**



The proposed development would be priced (rent or sale) to be affordable for households at the median income (\$61,888 per 2016 census) or below. This would result in higher costs, but would capture approximately 75 additional eligible households, than if qualifying households were capped at 80% of the median (\$49,510) or below.

Lot 13 also falls under Development Permit Area No. 8 (Former Forest Reserve Lands), which provides specific development guidelines for this area. Development Permit Area No. 8 regulations provide specific direction to developers for environmental protection, tree preservation, site development and building design.

Upon review, the proposed development concept provided in the application engages several DPA regulations, including:

- **Riparian Setbacks** - *No development can approach within 30m of the high-water mark around the sensitive marine wetlands.*

The proposed development concept shows clearing and residential unit construction within 30m of the high-water mark of a 1.33 m fish bearing stream (see **Figure 1.0** below). The Environmental Assessment Report provided by Toth and Associates recommends that a 10m Streamside Protection and Enhancement Area (SPEA) setback, measured in horizontal distance perpendicular from the high-water mark, is sufficient.

- **Low Impact Development** - *A landscape preservation plan for all developments must be included as part of the development application process in order to ensure protection of existing significant trees and shrubs:*
 - *This will include plans showing pre and post-development conditions in order to prevent over-cutting;*
 - *All Sitka Spruce must be identified by a qualified arborist and, where they are determined to be healthy, preserved; and*
 - *The removal of any native tree species that is 30cm Dbh or greater (Diameter at Breast Height = 1.3m) measured with a proper tree caliper is prohibited.*

The proposed development concept shows that a substantial proportion of the property will need to be cleared to accommodate the project density, which will likely result in the loss of several significant trees. Though the site plan has been developed to spare a number of significant trees, including six mature Sitka Spruce as identified, the level of clearing proposed is substantial.

- **Building Form and Character** - *The form and character of buildings should reflect the natural beauty of the area. This can be achieved through – 1. The sensitive siting of buildings; 2. Producing architectural designs that are naturally inspired; 3. Using materials and building methods that are inherent to the area and its natural and man-made history. The exterior cladding of buildings must be of natural material and in keeping with the character of Ucluelet. Wood (particularly cedar) and stone are encouraged; the use of stucco, pebble dash cladding or the like is prohibited in DPA No.8.*

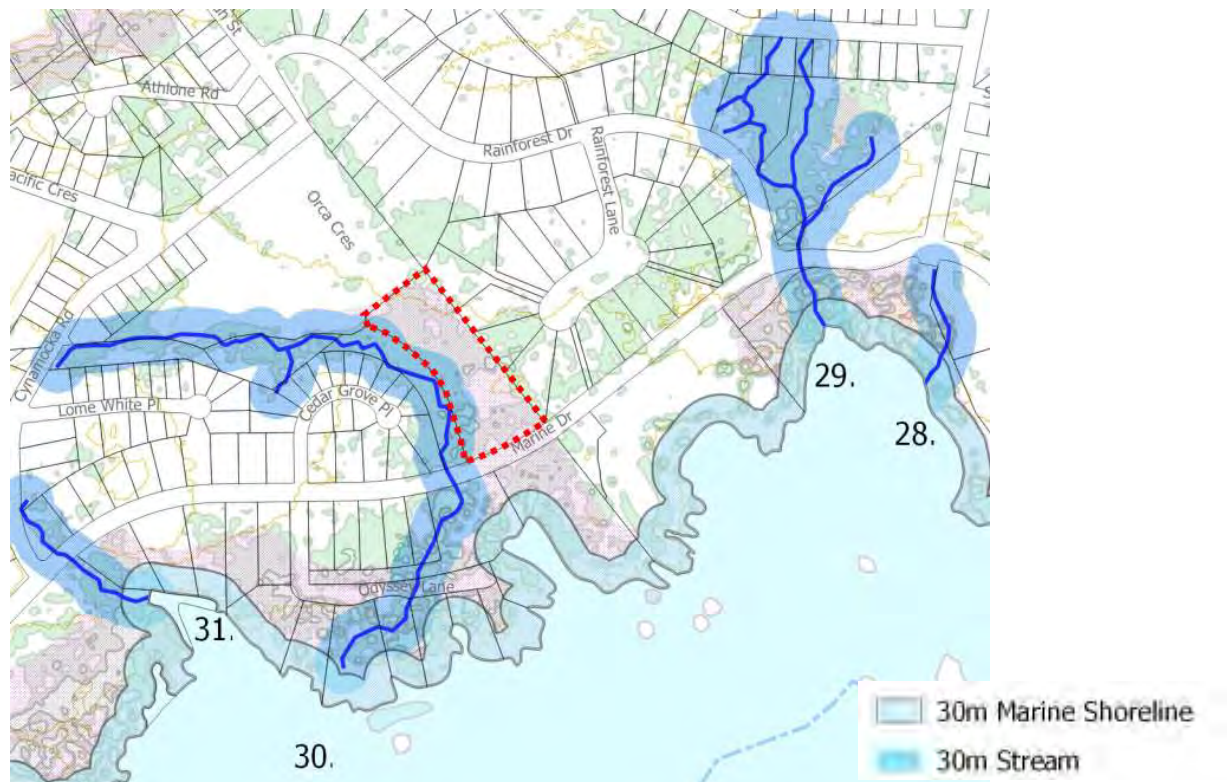
The applicant proposes the construction of modular homes on each of the thirty-three (33) affordable micro lots, which may limit opportunities for the sensitive siting of buildings and naturally inspired

architectural designs. The developer should also confirm the design, configuration and materials of the units to ensure they meet the DPA No.8 form and character guidelines.

It should be noted that consultation for the new Official Community Plan is underway. The new OCP provides additional direction for the development of Lot 13, but since it has yet to be adopted it has been referred to by both staff and the developer for context purposes only. Relevant information provided in this document includes the location of fish bearing streams and flood risk areas, both of which will likely have an impact on the development of Lot 13 and the proposed development concept and site plan.

As shown in **Figure 2**, taken from “Schedule E – Environmental Development Permit Areas” of the draft OCP, Lot 13 is located adjacent to a 1.33-metre fish bearing stream with a significant area of the property located within the 30m riparian setback. The environmental report provided by the developer suggests that a 10m riparian setback is sufficient. Under the provisions of the Zoning Bylaw, the reduced setback recommended by the consulting biologist could be used if a restrictive covenant is registered on the property to ensure stream protection measures are enacted. The proposed development concept and site plan currently show development and clearing occurring within the 30-metre riparian setback; mitigation is likely required to reduce the impacts of the development on the stream habitat.

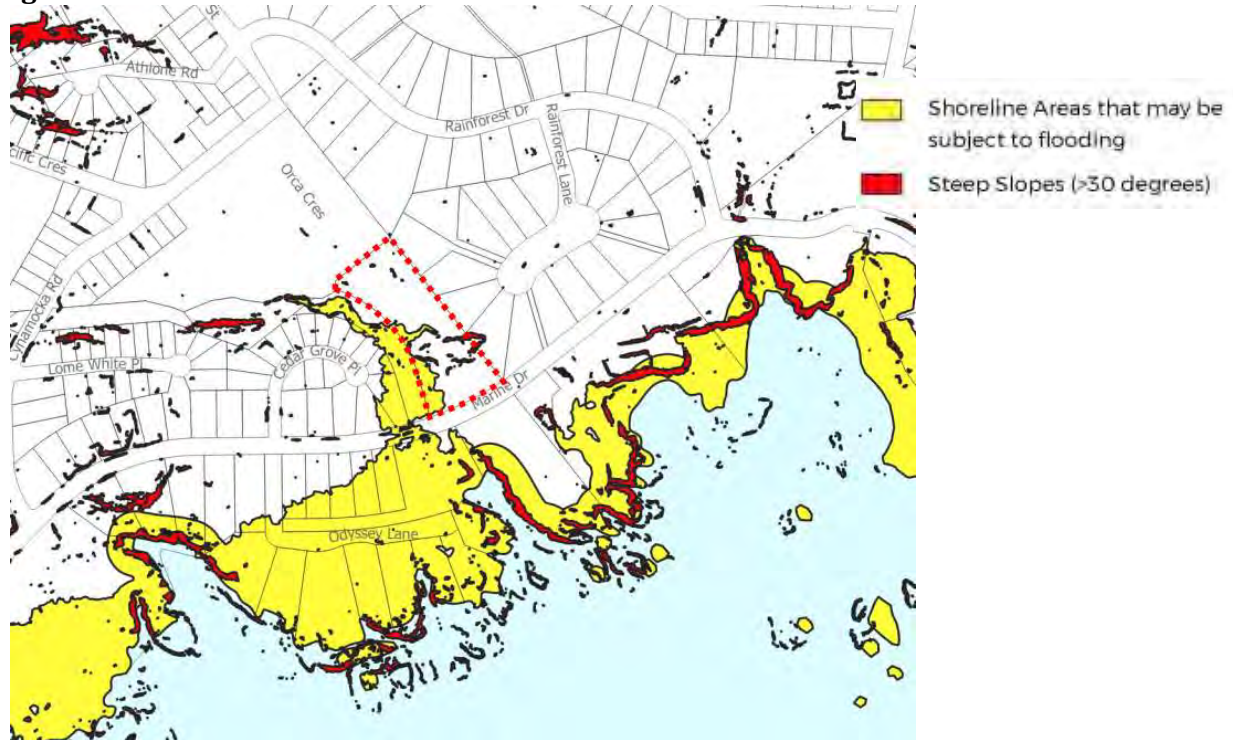
Figure 2 - Watercourses



As shown in **Figure 3**, taken from “Schedule G – Hazardous Conditions Development Permit Areas” of the draft OCP, the streamside portion of the property is also located in an area that may be subject to flooding. The current development concept shows several of the thirty-three (33)

affordable micro lots located in areas of the southwest corner of the property at risk of flooding. Again, mitigation is likely required to reduce the risk of flood impacts on future residents, especially as flooding risks may increase in the future due to climate change.

Figure 3 – Flood Risk



3.2.2 Alignment with District of Ucluelet Zoning Bylaw

The property in question falls under the Comprehensive Development 5 (CD-5C.1.2) – OceanWest / Affordable Housing zone. The principal and secondary uses permitted on Lot 13 under this zoning, include:

1. Principal:
 - (a) Affordable Housing
2. Secondary:
 - (a) Multiple Family Residential

As per Zoning Bylaw No. 1160, 2013, “secondary permitted uses are only permitted in conjunction with a principal permitted use though the principal permitted use in this case may be developed on-site, or off-site if developed in conjunction with the secondary permitted uses.”

As discussed, the proposed development requires a rezoning. This will require developing a new zone to permit the creation of thirty-three (33) affordable micro lots and a higher overall maximum lot coverage. The new zone would also need to establish new lot, density, size, height and setback regulations to facilitate this development. Additionally, as portions of this development would

occur within the 30m riparian setback under Section 306.2(1)(b) of the zoning bylaw, a section 219 restrictive covenant would need to be registered on title to ensure protection of the SPEA, in order to relax the requirement to a 10m Streamside Protection and Enhancement Area (SPEA) setback, measured in horizontal distance perpendicular from the high-water mark.

3.2.3 Summary

The current proposal for Lot 13 presents something of a departure from the affordable housing as it was envisioned on the property in 2005. Though the development proposal meets several objectives of the OCP and Master Development Agreement, such as the provision of affordable units and encouraging alternative housing options, it does not directly meet the standards stated in these documents. Notably, it does not meet the OCP and MDA objectives for the number and type of affordable housing units required, DPA requirements for site development and building construction, and requirements for housing to be managed and administered by a not-for-profit housing organization. Further, as this development format will likely require more land to construct, the proposal also limits the potential for low-impact site development and the preservation of environmental features as described for Development Permit Area No. 8 (Former Forest Reserve Lands). The more land-intensive approach of creating thirty-three (33) affordable micro lots also has potential to negatively impact the 1.33m fish bearing stream adjacent to the property and expose future residents to higher flood risk; mitigation of these elements would need to be assured through the detailed design and approvals for this development.

The proposed type of housing (modular homes) were not initially envisioned as the mechanism or form of affordable housing for this site. However, it suggested that if these units were to meet a high standard of energy efficiency and the intent of the DPA No.8 form and character guidelines they would be an acceptable format for affordable housing.

As discussed, the development proposal also does not adhere to current zoning, which suggests development on Lot 13 should be multi-family in nature. Thus, the proposed development of thirty-three (33) affordable micro lots requires a rezoning to create a new zone with affordable micro lots.

3.3 Alignment with District Objectives for Affordable Housing

The following section reviews how the application for affordable housing on Lot 13 does and does not meet the District of Ucluelet's objectives for affordable housing.

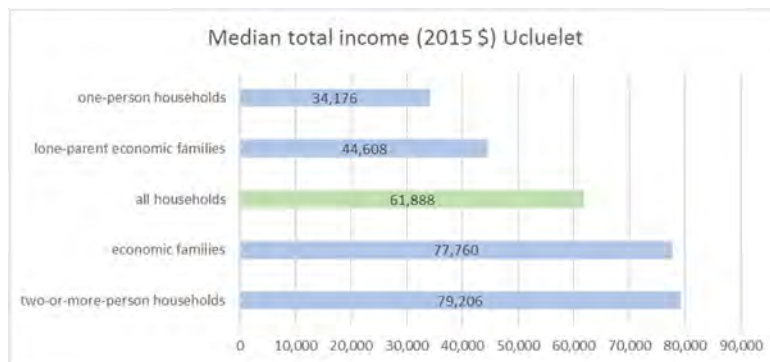
Following the initial review of this application, there are some elements of the development application that may meet the District's objectives for affordable housing, as well as several items which need to be clarified or adjusted to ensure the viability and long-term sustainability of the project.

As noted, the developer APMC Holdings Ltd. is proposing to partner with BC Housing to undertake the 'for purchase' portion of the development on Lot 13; however, they have yet to establish the conditions of this agreement. BC Housing has reviewed the application and the proposed affordability mechanisms in the application and has suggested they are supportive but require additional details of how these units will be vetted, delivered and sold. Further, additional details are required on the affordable rental portion of the development and mechanism to deliver and maintain these units.

ACMC Holdings Ltd.'s proposed affordability pricing definitions for the affordable rental housing and affordable home ownership portions of the development include:

- **Affordable Rental Housing** – rents costing no more than *30% of the median household income for the region*; and
- **Affordable Home Ownership** – an initial sale price to support an annual mortgage payment equivalent to no more than *30% of the median household income given a 10% down payment at the current posted mortgage rates on a five-year term*.

Fundamentally, ACMC Holdings Ltd.'s proposed rental pricing of costing no more than *30% of the median household income for the region* does not directly meet the objectives of the District's OCP; although it does meet some BC Housing and CMHC definitions of affordable housing. Moving forward, the proposed pricing definitions for the affordable rental and affordable home ownership elements of the development could still support the creation of a long-term affordable housing resource; provided these affordability metrics are enforced through a housing agreement and covenant on title (and in perpetuity for the rental portion).



Though the proposed pricing strategy is supportable, more information is needed on the type of housing suggested to ensure it meets the long-term sustainability goals of the District as described in the OCP. Importantly, the District needs to ensure the units will be energy efficient: high energy costs are likely to reduce affordability for end users. However, technologies supporting modular housing have advanced substantially over the last decade and now prefabricated homes are seen as a robust and cost-competitive alternative to constructed housing.

Finally, the developer has requested a Development Cost Charge (DCC) waiver or reduction for the proposed development, which is not possible at this time. In order for any DCC waiver or reduction to be provided, the District is required by legislation to first adopt a separate DCC Waivers and Reductions Bylaw. This DCC Waivers and Reductions Bylaw would then outline the conditions and requirements by which the DCCs, as established in the current DCC Bylaw, could be waived or reduced for any qualifying development (for reference, see the attached white paper on *Best Practices for Affordable Housing Delivery*, in **Appendix B**).

Moving forward, the APMC Holdings Ltd. proposal for affordable housing development on District Lot 13 requires further clarity on how it will ensure the viability and long-term sustainability of the affordable housing once its constructed.

3.4 Alignment with Best Practices for Developing and Maintaining Affordable Housing

The following provides direction for how the current application for Lot 13 could be evolved to better meet the housing affordability objectives of the District.

Best practices for delivering affordable housing suggest the applicant should outline clear approaches for the long-term maintenance and management of the housing once developed, including:

- proposed rents and rent increases;
- asset replacement and maintenance reserves;
- mechanisms for ensuring affordability (i.e. rents never to exceed definition of affordable); and
- preferred options for building design and construction (i.e. energy efficiency).

In consideration of this application it is also important to consider the longevity of any affordable housing units constructed, including any asset management implications for the repair and replacement of units. Notably, ensuring that the affordable housing provided is energy efficient to ensure that the units are truly affordable for the residents living there, and built to withstand the challenging coastal weather conditions of Ucluelet.

The long-term operation and management of the property should also follow a model that will ensure the viability of this housing resource in perpetuity. Again, the developer has suggested that APMC Holdings Ltd., in partnership with the District of Ucluelet, will be the owner and operator of any affordable rental units provided. In this approach the units would be maintained at an affordable level through a covenant (enforced by the District) on the specific units that are below market rent. There are several challenges with this approach as the affordability criteria, such as rental increases, are challenging to meet without financing and partners. Further, as there is little incentive for the developer to maintain the assets, the District will ultimately be responsible for the oversight and enforcement of affordable rents, resident vetting process and asset maintenance until such time a non-profit operator can take over. For these reasons it is suggested that the District and the developer

The estimated DCC's for the proposed 33-lot subdivision would amount to \$425,106. This equals 33 lots x \$12,882 single family DCC. The current DCC bylaw does not include a separate rate for small or micro lots. The demand on infrastructure for small houses on small lots is arguably less than for a typical larger home. For comparison, the DCC rate for a multi-family unit is currently \$9,720 which would reflect a similar demand on infrastructure. If the 33 units were developed as townhouses, the total DCC fee would be \$320,760.

should consider engaging a third-party non-profit operator to manage the rental portion of the development.

As a bare land strata or rental property, the owners would be responsible for the full cost of operation, maintenance and replacement of all on-site utilities and assets. In the discussion of a DCC waiver to reduce development costs, consideration should also be given to other options for how the District could support the long-term costs for affordable housing developments, and not just the initial construction costs. Staff suggest that an analysis of the potential for private vs. municipal servicing (roads, sewer, drainage, lighting) should compare lifecycle cost and the best place to focus public infrastructure dollars and its effect on the long-term affordability of this neighbourhood.

4.0 CONCLUSIONS

In its current form, the affordable housing development proposed for Lot 13 may have the potential to meet the intent of the District of Ucluelet's land use regulations or objectives for affordable housing. This development proposes a departure from the framework for affordable housing put in place in 2005. It is important to note that framework has not resulted in the successful delivery of any affordable housing units in Ucluelet over the past 14 years. Staff therefore support taking a fresh look at the intent and the details governing how the affordable housing will be delivered on Lot 13.

Some clarification is required on the current rezoning application and development concept to ensure the future development of this site will provide the type of affordable housing required by the community. Importantly, further effort is required from all parties to refine the mechanism by which the affordable housing gets implemented and the details of the Housing Agreement. Additionally, further work is required to determine how best to operate and maintain any affordable rental housing provided on Lot 13, to ensure it remains a viable resource for affordable housing in perpetuity.

4.1 Proposed Direction

The District will continue to work with ACMC Holdings Ltd. to further refine the development concept and create a long-term strategy for the ongoing management and operation of this site so that it remains a well-maintained and reliable source of affordable housing. The process going forward should work to accomplish the following:

- Ensure any proposed development on Lot 13 is primarily composed of affordable rental housing.
- Confirm the pricing thresholds for the affordable rental housing and affordable home ownership portions of the development on Lot 13 based on feedback from Council and the developer on the need or willingness to meet the District's OCP definition of being no more than *30% of the household income for a household earning 80% of the median household income for the region.*
- Ensure any proposed development on Lot 13 will remain affordable rental housing in perpetuity through a covenant that maintains rents at a rate based on the agreed upon pricing definition for the affordable rental housing portion of the development.

- Ensure there is a realistic plan in place to manage and maintain any affordable rental housing developed on Lot 13, so that it remains affordable, well maintained and livable in perpetuity.
- Ensure the long-term maintenance and replacement of infrastructure assets will be adequately funded; consider options for both private and public ownership of utilities and assets.
- Ensure that the design and building form of any affordable housing provided on Lot 13 meets the tangible housing needs of the community based on the social, demographic and household composition of those in need of housing.
- Ensure that the design and building form of any affordable housing provided on Lot 13 meets a high standard of energy efficiency, so future residents are not burdened by high energy costs.
- Ensure any proposed development on Lot 13 meets the intent of District land use regulations, including relevant policies in the OCP, OCP Development Permit Areas and the Zoning Bylaw, including:
 - Regulations related to the protection of steams and natural features on or near the property, including adherence to riparian setbacks, ecosystem and tree preservation regulations and low impact development;
 - Regulations to protect development from hazardous conditions, such as flooding; and,
 - Regulations pertaining to building siting and design.

4.2 Next Steps

The following are the next steps in the application and process of development approvals for Lot13:

1. Rezone the property and establish a housing agreement, and potentially develop a DCC Waivers and Reductions Bylaw to support the application;
2. Issue a Development Permit for the proposed micro-lot subdivision;
3. Amend the Master Development Agreement as it applies to the Weyerhaeuser remainder lands, to acknowledge the “credit” for affordable units delivered;
4. Discharge the existing Restrictive Covenant from Lot 13; and,
5. Complete the Subdivision process including registration of new Housing Agreement and Housing Affordability Covenants on property titles.

4.3 Options Review:

Andrew McClane of ACMC Holdings has invested time and money in taking a creative look at the development of affordable housing on Lot 13, and is proposing something different than was originally envisioned; a for-profit development of affordable housing. Staff see potential for this to deliver housing units which would broaden the spectrum of housing supply and benefit a significant number of households in the community. Further detail is required to determine whether the concessions sought by the developer pose a good deal for the community and meet the original intent for this land. Staff recommend that this proposal be advanced and seek those details to inform further decisions on Lot 13.

Should this development not proceed, the covenant, MDA and zoning for affordable housing would still apply to Lot 13 and it is expected that a future proposal may come forward for the development of affordable housing on the property. At this time, staff recommend that council initiate the preparation of a zoning amendment bylaw and seek further details from the applicant as discussed in this report. Alternatively, Council could consider the following:

4. **THAT** Council provide alternative direction to Staff and/or the applicant; **or**,
5. **THAT** Council reject the application.

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

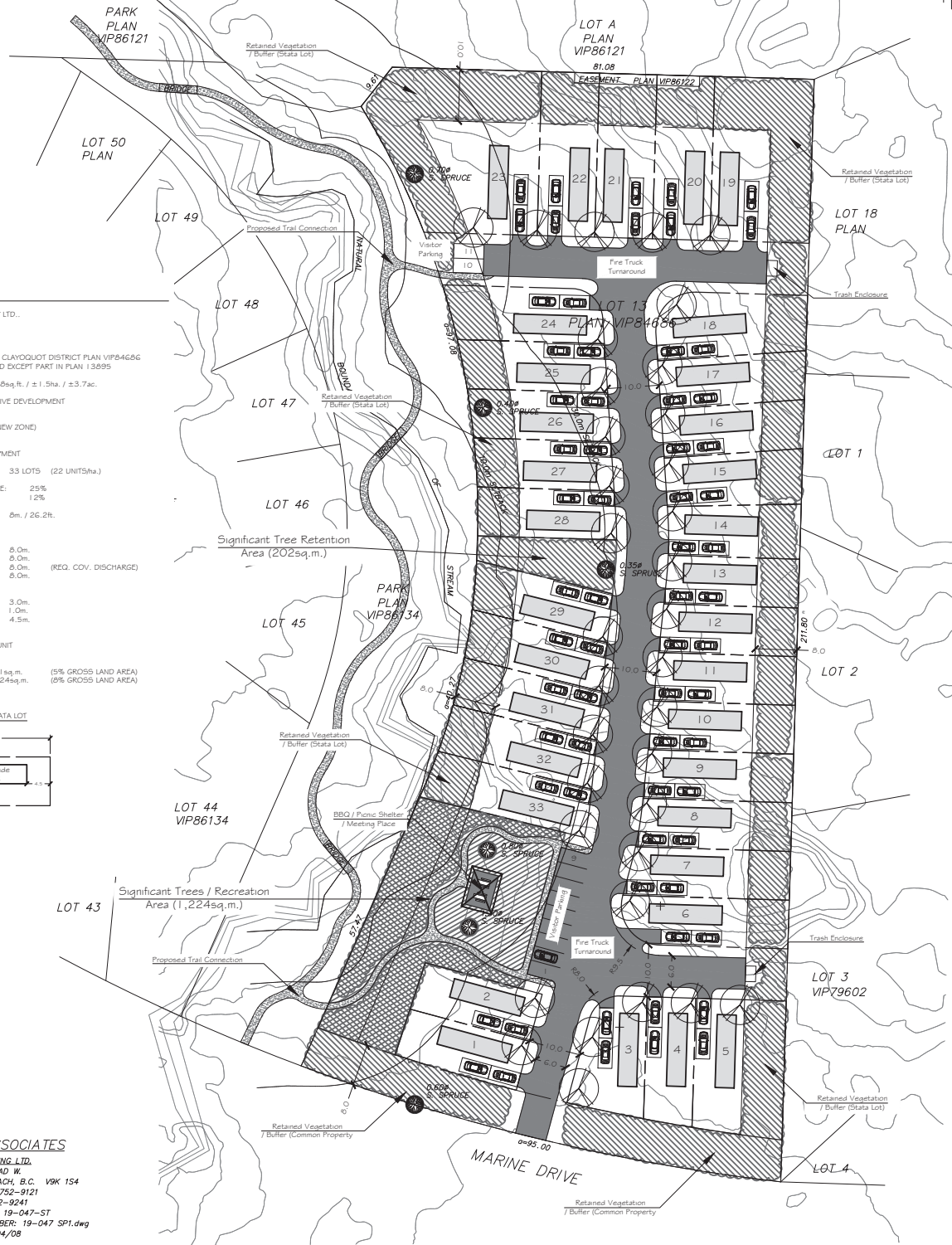
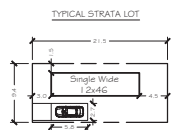
SITE PLAN OF LOT 13, DISTRICT LOT 283, CLAYOQUOT DISTRICT, PLAN VIP84686.

APPENDIX A

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

SITE PLAN DATA

REGISTERED OWNER: WEYERHÄEUSER COMPANY LTD.
 CIVIC ADDRESS: NONE
 LEGAL DESCRIPTION: LOT 13 DISTRICT LOT 283 CLAYOQUOT DISTRICT PLAN VIP84686 PARCEL ADD 52792N) AND EXCEPT PART IN PLAN 13855
 SITE AREA: ± 15,038sq.m. / ± 161,866sq.ft. / ± 1.5ha. / ± 3.7ac.
 CURRENT ZONING: CD-5C1.2 - COMPREHENSIVE DEVELOPMENT
 PROPOSED ZONING: MICRO LOT RESIDENTIAL (NEW ZONE)
 OCP LAND USE DESIGNATION: COMPREHENSIVE DEVELOPMENT
 DENSITY: PROPOSED: 33 LOTS (22 UNITS/sha.)
 PROPOSED SITE COVERAGE: 25%
 AS ILLUSTRATED: 12%
 BUILDING HEIGHT: PROPOSED 8m. / 26.2ft.
 BUILDING AND STRUCTURE SETBACKS:
 OVERALL PROPERTY: 8.0m.
 FRONT: 8.0m.
 REAR: 8.0m. (REQ. COV. DISCHARGE)
 SIDE: 8.0m.
 EXTERIOR SIDE: 8.0m.
 INDIVIDUAL STRATA LOTS:
 FRONT: 3.0m.
 SIDE: 1.0m.
 REAR: 4.5m.
 OFF-STREET PARKING: 1 STALL PER RESIDENTIAL UNIT
 OUTDOOR RECREATION AREAS:
 MINIMUM: 751sq.m. (5% GROSS LAND AREA)
 AS ILLUSTRATED: 1,224sq.m. (8% GROSS LAND AREA)



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

REVISION SCHEDULE		
#	Date	NOTES
0	MAY 2019	PRELIMINARY CONCEPT
1	MAY 2019	REVISED PER DISTRICT INPUT

Micro Lot Residential Option
 Date: May 9, 2019
 Drawn: Staff
 Checked: NG
 Scale: 1 : 400 metric
 Project Number: 19-0239
 DRAWING NUMBER: S1 of 1

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

THIS DOCUMENT IS NOT A CONTRACT. THE CONTRACT IS THE SET OF DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



Lot 13 Ucluelet

Zoning Amendment Application: Planning Framework Report



macdonald gray

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July 22, 2019

Lot 13 - Ucluelet | Zoning Amendment Application: Planning Framework Report

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Lot 13 - Ucluelet | **Planning Framework: Opportunities and Constraints Report**

July 22, 2019

Bruce Greig, Manager of Community Planning

District of Ucluelet

200 Main Street

Ucluelet, BC V0R 3A0

Attention: Bruce Greig

Re: Zoning Amendment Application – Lot 13 Ucluelet

MacDonald Gray Consultants has been retained by the property owners to provide planning services in support of a Zoning Amendment to 'the land' described as Lot 13 within the District of Ucluelet, British Columbia. The property owner has been working collaboratively with District Staff to create a for-profit ground oriented affordable rental and for purchase housing proposal. The proposed micro-lot manufactured housing form is intended for local area residents. Manufactured housing neighbourhoods provide a sound financial alternative to traditional ground oriented rental housing with all of the convenience and amenities that come with being a part of a community.

Modular construction is also more environmentally responsible because it generates less building waste than traditional construction. This type of construction also minimizes on-site environmental impacts, including noise, dust and waste during construction periods. Manufactured housing is becoming a highly desirable and viable housing option for individuals of families with low to moderate incomes.

The community vision as expressed in the Official Community Plan (OCP) has been integrated into our natural systems based design process, which is a collaborative approach to site planning. Environmental, physical and architectural considerations have been woven together to create a Land Use Concept, which is the basis for our Zoning Amendment proposal. The preservation of significant trees and a generous retained landscape buffer has also been incorporated into the Land Use Concept.

The resulting micro lot neighbourhood concept offers the District of Ucluelet a unique opportunity to realize an affordable residential node that respects neighbouring properties and maintains the existing the character of adjacent tourist commercial properties.

The proximity of this property to community amenities like Big Beach Park, Wild Pacific Trail, Coast to Coast Trail and the Ucluelet Community Centre is ideal. The Village Square Core area is within walking distance, which makes the area an ideal location for future tenants to enjoy the benefits of a west coast lifestyle. We are looking forward to continuing our collaboration with District Staff and Council to create an example of appropriate affordable manufactured housing development.

Sincerely,

Nigel Gray, MCIP, RPP, MBCSLA

Principal Planner / Project Manager

Macdonald Gray Consultants

1.0 INTRODUCTION

ACMC Holdings Ltd. of Qualicum Beach, British Columbia is proposing a (33)thirty-three micro lot residential affordable housing development on Lot 13. The property is 1.5hectares (3.7acres) in size.

The owner wishes to make an application to the District of Ucluelet (District) for the purpose of accommodating this new land use on the parcel. This report and Zoning Amendment Application has been prepared based on a comprehensive review of the planning framework currently in place for the project site as well discussions between the property owner, District Staff and members of Council.

An opportunity and constraints analysis was conducted based on existing site conditions including geotechnical realities, topographic features, existing vegetation and servicing considerations. These items are attached to this report in order to illustrate the findings of the opportunities and constraint analysis and a proposed development framework.

2.0 SITE DESCRIPTION

2.1 TOPOGRAPHY

Contours have been interpolated from available Lidar information **Opportunities and Constraints Plan, attached as Appendix 'A'**. Topography varies from steeply sloping to relatively flat. Elevations range from a high point of 22metres to a low point of 12metres along Marine Drive toward the northwest corner of the lands.

2.2 SERVICING

A preliminary Servicing Report is included with this application, as prepared by Park City Engineering Ltd.

2.3 GEOTECHNICAL DATA

The owner has completed a Geotechnical Assessment of the Property. The report indicates, *"From a geotechnical point of view, the land is considered safe for the use intended..."*. Please refer to the Geotechnical Assessment (report), as prepared by Lewkowich Engineering Associates Ltd., included with the application for additional detail.

2.4 EXPOSURE AND VIEWS

The site generally has a southwest exposure with little view potential toward the Pacific Ocean to the south and west.

2.5 SITE HISTORY

The lands have remained unimproved with the exception of some clearing for construction access road into the site.

3.0 LOCATION IN RELATION TO COMMUNITY FACILITIES

3.1 FIRE PROTECTION

The Ucluelet Fire Dept is located at 1520 Peninsula Road. The Fire Hall is 1.1 kilometres or a 2minute drive from the lands.

3.2 POLICE

A Royal Canadian Mounted Police detachment is located at 1712 Cedar Road. The Detachment is 1.6kilometres or a 4minute drive from the lands.

3.3 HEALTH

The Ucluelet Health Centre is located at 1566 Peninsula Road. The centre is 1.3kilometres or a 3minute drive from the lands.

3.4 TRANSPORTATION ROUTES

The lands are located directly adjacent to Marine Drive, which is an existing looping collector road that connects to Peninsula Road via Matterson Drive. Peninsula Road is the primary arterial road through Ucluelet.

A multi use pathways were recently installed along Marine Drive and Matterson Drive connecting the lands to the Village Square core area and waterfront parks.. **Excerpt from Ucluelet OCP , Schedule 'D' – Transportation Network, attached as Appendix 'C'.**

3.5 PUBLIC TRANSPORTATION

BC Transit currently does not operate bus routes in close proximity to the lands and has not adopted plans for future service expansion in the surrounding neighborhoods.

The Ucluelet Bus Depot is located in Murray's Grocery at 1980 Peninsula Road. The Depot is 750metre or a 9minute walk from the lands. Greyhound, Island Link and Tofino Bus provide intercity commercial bus service from this location.

3.6 COMMERCIAL SERVICES

The plan area is 1kilometer from Village Square core area services on Peninsula Road by way of a 10minute walk.

3.7 RECREATIONAL

The subject property is directly across Marine Drive from Browns Beach and short walk to Big Beach Park and the existing multi use pathways along Marine Drive (parallels the Wild Pacific Trail) and Matterson Road (portion of the Coast to Coast Connection route).

Excerpt from Ucluelet Parks & Recreation Master Plan, Figure 6 – Coast to Coast Connection, attached as Appendix 'D'

The Ucluelet Community Centre is located directly at the intersection of Marine & Matterson Drive a 7-minute walk from the site. The Centre offers a wide array of programs from Latin dance classes to roller hockey and outdoor basketball courts.

Ucluelet Secondary is a 15minute walk from the site and provides a number of after hours recreation activity including a running track, field space, basketball courts and a BMX park.

3.8 SCHOOLS

A number of elementary schools are within proximity of the lands including English and French Immersion programs.

North Island College – Ucluelet Centre located at 1636 Peninsula Road is 750metres or a 9minute walk from the lands. The centre offers university transfer, diploma and adult basic education programs.

Table 1: Nearby Elementary Schools and Capacities (2017)

School	Grade Levels	Walking Distance	Driving Distance	Current Enrolment /Trend
Ucluelet Elementary School	K - 7	11 min 850m	2 min 850m	156 / slight increase
Ucluelet Secondary School	8-12	6 min 450m	2 min 450m	160 / decreasing

4.0 EXISTING USE

The lands fall within the District of Ucluelet Municipal boundary. The current land use framework is described in the following sections.

4.1 DISTRICT OF UCLUELET BYLAW NO. 1160, 2013

An underlay of existing zoning is included in an **Excerpt from District of Ucluelet Schedule A – Zoning Map, attached as Appendix 'E'**.

The Zoning District is:

Comprehensive Development 5 (CD-5C1.2) – OCEANWEST / Affordable Housing

4.1.1 BASE DENSITY:

Based on our interpretation of Section 203, Comprehensive Development Zones, which "are provided for historical reference, interpretation and informational purposes only", we have had

Lot 13 - Ucluelet | **Planning Framework: Opportunities and Constraints Report**

to make assumptions in our interpretations. The base land use and density available on a separate parcel referred to as 'Lot 1' appear to be dependent on the provision of affordable housing on Lot 13.

"Lot 13 is intended for Affordable Housing (which may include some of all of the density bonusing component of the CD-5A Subzone Lot 3 development)."

No density figure is provided under Section CD-5C1.2.

Table 2: Zoning & Land Use Densities

Zoning Districts	Permitted Land Uses	Planning Unit / ha	Minimum Parcel Size	Maximum Density (units/ha)
CD-5C1.2	Principal: Affordable Housing	Not Defined in Zoning Bylaw	1.0ha. (2.5ac)	Not defined in Zoning Bylaw
	Secondary: Multiple Family Residential		12,140sq.m. (3.0ac)	80 Dwelling Units (5C - Zone Wide)

4.1.2 RELEVANT LAND USE INTERPRETATIONS:

"**Affordable Housing**" means residential housing under the terms of a housing agreement with the District pursuant to section 905 of the Local Government Act;

"**Multiple Family Residential**" (or "MFR") means a building, or group of buildings on the same lot, each containing three or more dwelling units, for residential use only and specifically excluding commercial tourist accommodation, on a lot which includes a minimum useable outdoor recreation/ amenity space of:

- (a) 16 m² per bedroom when in the R-2 Zone;
- (b) 20 m² per bedroom when in the R-3 Zone;
- (c) 8 m² per bedroom when in all other Zones (including the residential component of the mixed residential/commercial and mixed residential/industrial uses);

5.0 ADJACENT USE

Land use adjacencies within District are described in the following sections. Table 3, below provides a brief overview of adjacent Zoning Districts.

5.1 DISTRICT OF UCLUELET BYLAW NO. 1160, 2013

An underlay of adjacent zoning is included in an **Excerpt from City of Ucluelet Schedule A – Zoning Map, attached as Appendix 'E'**.

The adjacent Zoning Districts include:

Comprehensive Development (CD-2B)

The lands are included in the overall CD-2 zone plan which includes a mix of uses that include: hotel, neighbourhood pub, multi-family residential, resort condominiums and single family dwellings.

Comprehensive Development (CD-5C Subzone) Development Area 3 - OCEANWEST

"2014 Update: There has been subdivision and some development, named "OceanWest", of the east half of this SubZone. Plan VIP84686 created 36 lots with Lots 13-36 in this SubZone.

Lot 13 is intended for Affordable Housing (which may include some of all of the density bonusing component of the CD-5A Subzone Lot 3 development).

Additional single family dwelling, multiple family dwelling and other uses remain to be subdivided and developed in accordance with the original development concept, including another lot dedicated to affordable housing."

Manufactured Home Park (MH)

"This Zone is intended for residential use of manufactured home parks in accordance with the District's related bylaws."

6.0 REGULATORY STATUS

6.1 DISTRICT OF UCLUELET OFFICIAL COMMUNITY PLAN (OCP)

It should be noted that 2016 Official Community Plan Consultation is currently underway which may result in changes to the current land use designations and policy context. An underlay of OCP Future Land Use Designations is included in an **Excerpt from District of Ucluelet OCP Scheldue 'A' Map, attached as Appendix 'F'**.

The proposed land use for the lands is **Comprehensive Development**.

6.1.1 RELATED OCP COMPREHENSIVE DEVELOPMENT POLICIES:

1. Public access to the water in all CD areas is supported, encouraged and intended to be secured including through agreement and dedication;

Not Applicable.

2. District Lots 281 and 282 are designated as Comprehensive Development. Although the existing CD zoning permits a range of mixed-use including resorts, and multi-family units, the lands contained within these two District Lots have primarily been developed as low density residential; these lots may be redesignated and rezoned in the future to reflect the variety of uses established without further amendment of this OCP;

This policy appears to permit a zoning amendment (rezoning) to any of the CD-5C uses without a concurrent OCP amendment process.

Lot 13 - Ucluelet | **Planning Framework: Opportunities and Constraints Report**

3. The area on Seaplane Base Road, surrounding the Recreation Hall, is designated for Comprehensive Development and identified as a potential Industrial swing area. If additional industrial lands are required, only those uses that need water access will be considered for this area;

Not applicable.

4. The area on Minoto Road north of Peninsula Road is designated for Comprehensive Development. This area is envisioned primarily as a residential community with significant tree retention. The shoreline is recognized as having important ecosystem values. A greenbelt should be maintained along the shoreline;

Not applicable.

5. In order to support the viability of future resort type developments within the Comprehensive Development and Tourist Commercial designations, Hyphocus Island and Francis Island are targeted instead for Residential development. This reflects the desired future use as primarily clustered residential communities with substantial tree retention and significant public open space. These areas are not intended for private marina or significant commercial, tourist commercial or resort development, though Council may consider redesignation on advancement of a comprehensive plan that retains more land and provides more community amenities;

Not applicable.

6. Acknowledge the private ownership of Francis Island by permitting up to one single family residential dwelling, without secondary suite, B&B, vacation rental or tourist commercial uses; Encourage and explore means of preservation, and maximum tree retention, with limited public access, including as an amenity for more intensive development of adjacent lands;

Not applicable.

7. For areas of land higher than 20 to 30 metres above sea level, development, park dedication and public/open space should be coordinated with the District's Emergency Plan when considering the potential for public vistas, integrated with the multi-use pathway, Wild Pacific Trail and road network, as well as muster areas within a close walk of development areas;

Not applicable.

8. The number of District-owned and operated sewer pump stations should be minimized, and;

Refer to servicing study.

9. Non-potable water should be used, where practical, for golf course and park irrigation.

Refer servicing study.

6.2 DEVELOPMENT PERMIT AREAS (DPA)

The following District of Ucluelet DPA is applicable to the lands:

6.2.1 WEYERHAUSER (DPA #8);

This DPA is applicable to areas of the lands as identified on the **Excerpt from District of Ucluelet OCP, Schedule 'C' – Map, attached as Appendix 'G'**. The DPA is established for the purposes of:

- Protection of the natural environment, its ecosystems and biological diversity;
- Protection of development from hazardous conditions; and,
- Establishment of objectives for the form and character of development in the resort region.

The following professional reports will likely be required to accommodate any form of development application:

- Geotechnical Assessment;
- Bio-Inventory & Environmental Impact Assessment;
- Tree Survey & Vegetation Management Plan;
- Archaeological Assessment;
- Landscape Preservation Plan;

7.0 TITLE – CHARGES, LIENS AND INTERESTS

7.1 RIGHT OF WAYS:

FB238771– Mulberry Park Developments Ltd. Easement over Lot 13. The location of the easement has been included on the current survey base plan.

7.2 COVENANTS:

EX125879 – District of Ucluelet. To ensure development is in accordance with the conditions of the Master Development Agreement (MDA). This document is complex and would merit a separate analysis by legal counsel.

FB49737 – District of Ucluelet. Modification of EX125879 above to include Schedule 'A' (Appendix "A") Master Development Agreement. There appears to have been some clerical oversight in the previous covenant.

The covenant language describes conditions of the development and various amenities including restrictions on multiple family residential and resort condominium development until affordable housing is provided.

FB154804 – District of Ucluelet. To ensure all development is above 3.0m above the natural boundary of the sea and 'save harmless' clauses to exclude liability for the District in the event of a Tsunami.

FB154853 – District of Ucluelet. Setback Area / Greenspace Covenant. For the purposes of this Covenant:

"Set Back Area" means the area of lands inward from each of the respective lot lines of the boundary of the area marked building envelope as set out on the surveyor sketch plan appended hereto as Schedule "A" as determined in accordance with the terms of the District of Ucluelet CD5 Zoning Bylaw in force at the date of this agreement..."

Setback areas shall only be used for greenspace or driveways and shall be preserved in a natural state.

An Arborist report is required at the time of development.

The setback areas are illustrated on the attached **Sketch Plan**, refer to **Appendix 'K'**.

FB154873 – District of Ucluelet. Provision of Affordable Housing. To be discharged upon the provision of n Affordable Housing Agreement.

FB154882 – Weyerhaeuser. Developer's Building Scheme. Design approval must be obtained from Weyerhaeuser.

8.0 PROPOSED LAND USE

8.1 AFFORDABLE MICRO LOT RESIDENTIAL (NEW ZONE)

These are intended to be affordable micro lot single family residential lots for local residents.

Individual lot layout concepts are provided for discussion purposes to illustrate how the uses could be accommodated on a lot.

The following draft zoning template is based on existing District regulations.

8.1.1 PERMITTED USES TO INCLUDE:

Principal Land Uses	Secondary
Single Family Dwelling (a)	Home Occupation
	Secondary Suite

a. A single family dwelling may be a modular or manufactured home.

8.1.2 LOT REGULATIONS:

Principle Use	Minimum Lot Size	Minimum Lot Frontage	Minimum Lot Depth
Single Family Dwelling	200sq.m.	9m.	n/a

8.1.3 DENSITY:

Principle Use	Maximum Density	Maximum Floor Area Ratio	Maximum Lot Coverage
Single Family Dwelling	1 per lot	0.5	45%

8.1.4 MAXIMUM HEIGHT:

Building Type	Maximum Height
Single Family Dwelling	10.0m.
Accessory Buildings & Structures	5.0m.

8.1.5 MINIMUM SETBACKS:

Building Type	Front Yard	Rear Yard	Side Yard Interior	Side Yard Exterior
Single Family Dwelling	3.0m.	4.5m.	1.0m.	1.0m.
Accessory (a)	7.5m.	1.5m.	1.0m.	1.0m.

- a. In addition, accessory buildings and structures must be located to the rear of the front face of the principal building.

9.0 EMBEDDED AFFORDABILITY**9.1.1 FOR-PROFIT AFFORDABLE RENTAL HOUSING**

For the purposes of this development the following definitions of affordability are applicable:

affordable means annual housing costs (rent or mortgage and taxes) which do not exceed 30% of a household's gross annual income (assuming home ownership costs include a down payment of 10%, mortgage principal and interest amortized over 25 years and taxes);

affordable housing means housing which, under the terms of a Housing Agreement with the District, would have a market price that would be affordable to households of low and moderate incomes. Households of low and moderate income are those which have incomes that are 80% or less than the median household income in the District as reported by Statistics Canada;

9.1.2 REQUESTED DEVELOPMENT COST CHARGE WAIVER / AFFORDABLE HOUSING AGREEMENT

Section 563 of the *Local Government Act* permits Local governments to waive charges for-profit affordable rental housing, a subdivision of small lots designed to result in low green house gas emissions and development designed to result in a low environmental impact.

We are requesting that the Development Cost Charges (DCC) that would otherwise be applicable if the unit or building did not meet the definition of affordable (above) will be waived in the amount of 100%. This would reduce the overall development costs and improve the economic viability of the development as 'affordable'.

In order to secure the DCC waiver, the developer is willing to enter into an affordable housing agreement that guarantees the affordable use for a period to be determined by the District from date an occupancy permit is granted.

A Bylaw accompanying this Zoning Amendment will need to be adopted that further defines the categories of eligible development and specifies the degree to which the charges will be waived or exempted.

9.1.3 MODULAR / MANUFACTURED HOUSING

Manufactured housing neighbourhoods provide a sound financial alternative to traditional ground oriented rental housing with all of the convenience and amenities that come with being a part of a community. Modular construction is also more environmentally responsible because it generates less building waste than traditional construction. This type of construction will also minimize on-site environmental impacts, including noise, dust and waste, during construction periods.

Manufactured housing is becoming a highly desirable and viable housing option for individuals of families with low to moderate incomes.

The Canadian Mortgage and Housing Corporation (CMHC) describes the efficiency and cost savings associated with this type of housing as follows:

Often called modular or pre-fabricated homes, this type of housing is manufactured in factory-controlled conditions and then brought to the building site, either in sections or as a whole, for installation and finishing. The indoor manufacturing process offers a number of cost-saving advantages:

- *A climate-controlled environment allows construction to take place year-round without the delays and extra costs associated with extreme weather and temperature changes.*
- *Computer-aided design and manufacturing ensures efficient use of building materials, facilitates the scheduling of workers and enables bulk purchasing of materials, while permitting customization of the end-product.*
- *Various components of the house can be built simultaneously, resulting in faster construction times.*
- *Material losses and theft are reduced, since manufacturing facilities tend to be more secure than construction sites.*
- *The use of precise manufacturing equipment and processes can improve air-sealing and overall quality control.*

10.0 PROPOSED COVENANT MODIFICATIONS

10.1.1 DISCHARGE OF EXISTING COVENANTS:

We are proposing to discharge the following covenants as a function of the Zoning Amendment Process:

EX125879 – District of Ucluelet. To ensure development is in accordance with the conditions of the Master Development Agreement (MDA).

This document will no longer be relevant to Lot 13 upon completion of the rezoning and the concurrent establishment of alternate legal protections to secure the affordable housing conditions.

FB49737 – District of Ucluelet. Modification of EX125879 above to include Schedule 'A' (Appendix "A") Master Development Agreement.

See notes on Covenant EX125879 above.

FB154853 – District of Ucluelet. Setback Area / Greenspace Covenant. For the purposes of this Covenant:

We are proposing to modify the setback areas to a uniform 8.0m setback around the entire property. Setback areas shall only be used for greenspace or driveways and shall be preserved in a natural state.

FB154873 – District of Ucluelet. Provision of Affordable Housing. To be discharged upon the provision of an Affordable Housing Agreement.

FB154882 – Weyerhaeuser. Developer's Building Scheme. Design approval must be obtained from Weyerhaeuser.

The building scheme is no longer relevant to the property and Weyerhaeuser will no longer be the 'Developer'.

10.1.2 ESTABLISHMENT OF NEW COVENANTS:

Setback / Landscape Buffer Area Covenant. We are proposing a new covenant to secure the proposed landscape buffer areas for Lot 13 at a uniform 8.0m setback around the entire property. Setback areas shall only be used for greenspace or driveways and shall be preserved in a natural state.

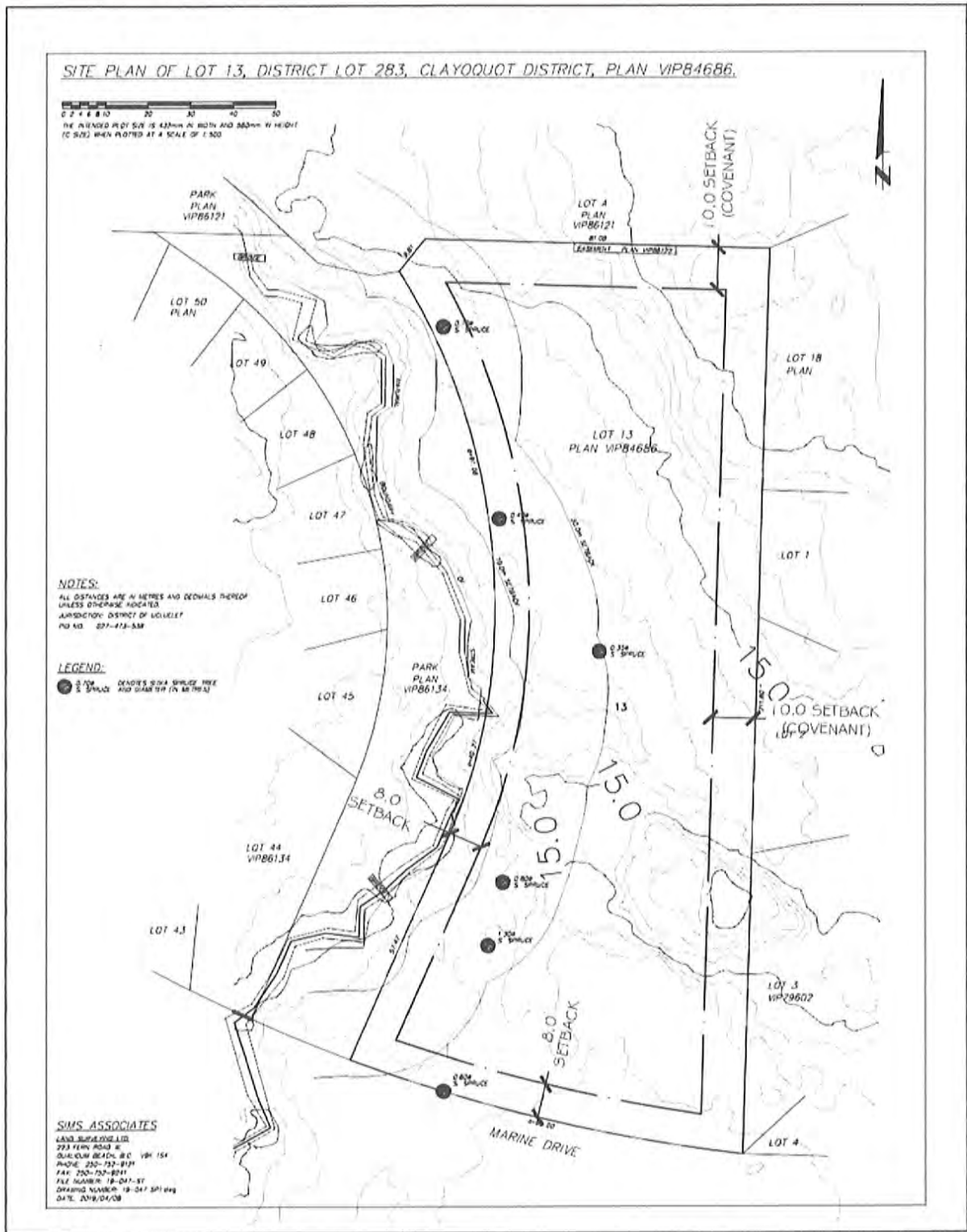
Alternatively the 8.0m setback / Landscape Buffer Area could be included as a regulatory condition of the Zoning District at the discretion of District Staff.

Note that the Streamside Protection and Enhancement Area (SPEA) setbacks will be secured through the Development Permit Process with the inclusion of the recommendations of the Qualified Environmental Professional (QEP) report in the terms of the Permit.

10.1.3 AFFORDABLE HOUSING AGREEMENT

An affordable housing agreement will be negotiated during the Zoning Amendment Application Process to the Satisfaction of District of Ucluelet Staff and Council. This agreement is intended to satisfy the conditions of Covenant FB154873 which would be subsequently discharged.

11.0 APPENDIX 'A' - OPPORTUNITIES & CONSTRAINTS



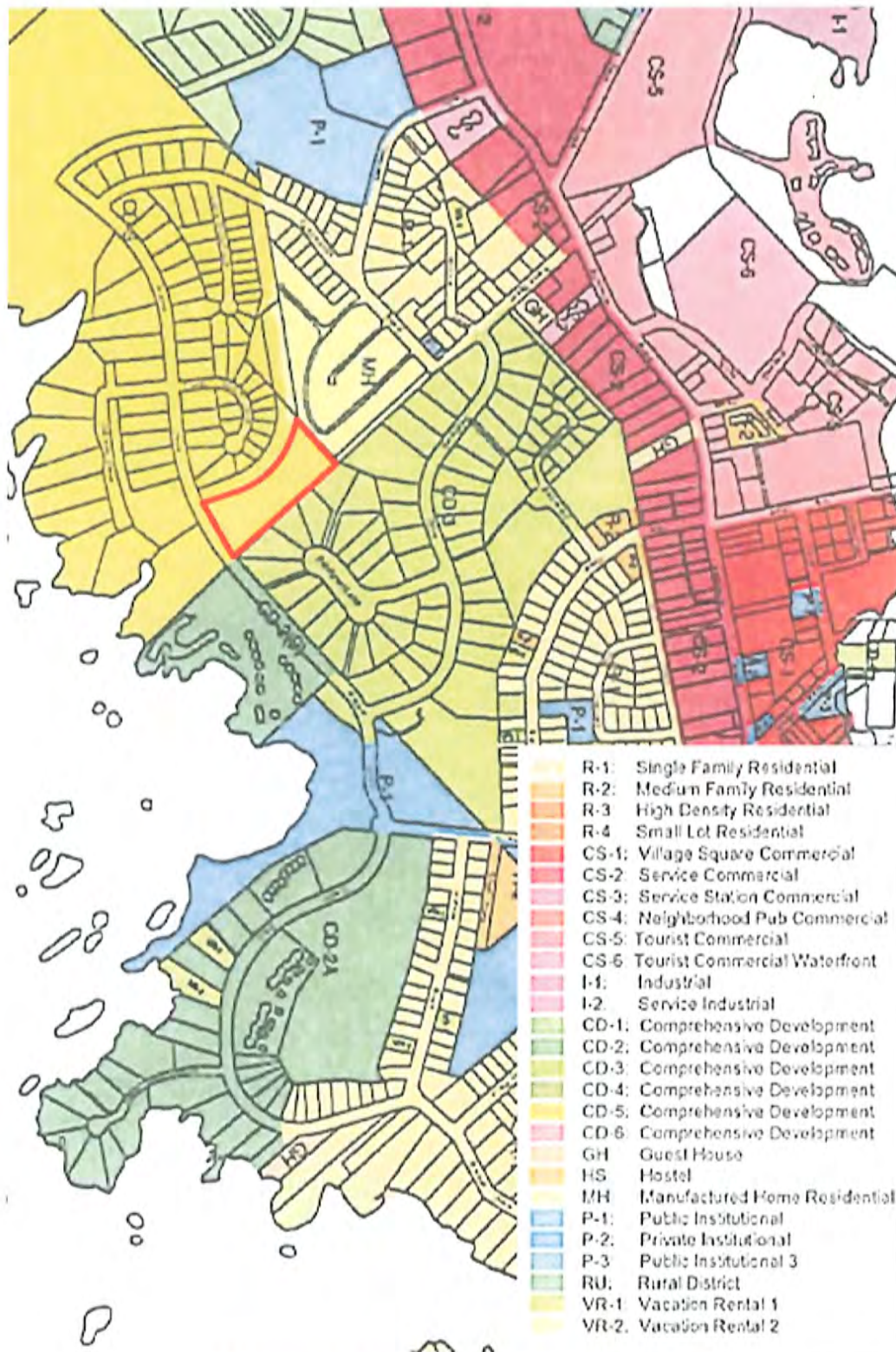
12.0 APPENDIX 'C' - TRANSPORTATION NETWORK



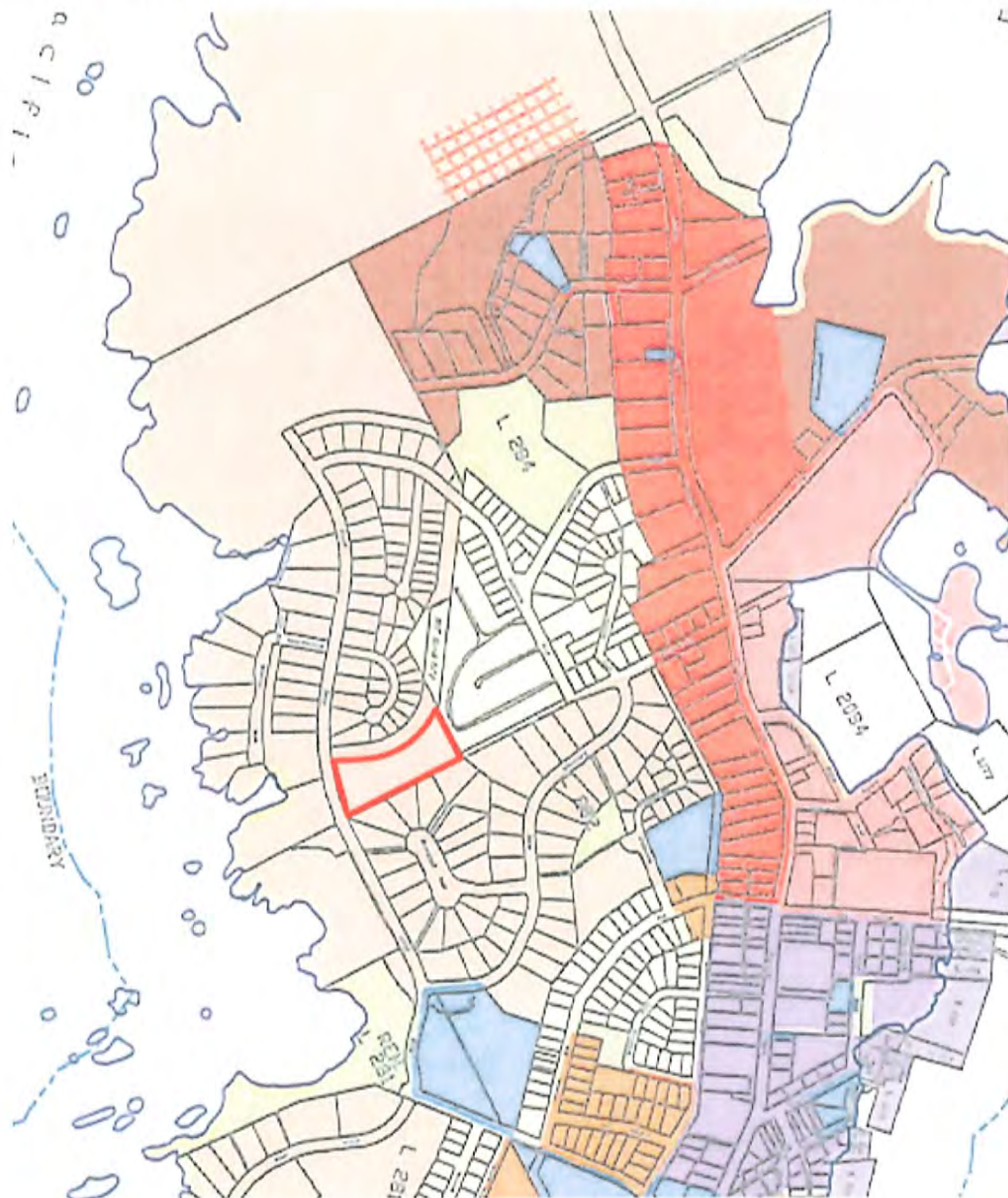
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|-----------------------------|------------------------------|
| Arterial - Existing | Multi Use Pathway - Existing |
| Collector - Existing | Multi Use Pathway - Proposed |
| Collector - Proposed | Wild Pacific Trail |
| Pedestrian Trail - Proposed | |

13.0 APPENDIX 'E' - ZONING MAP



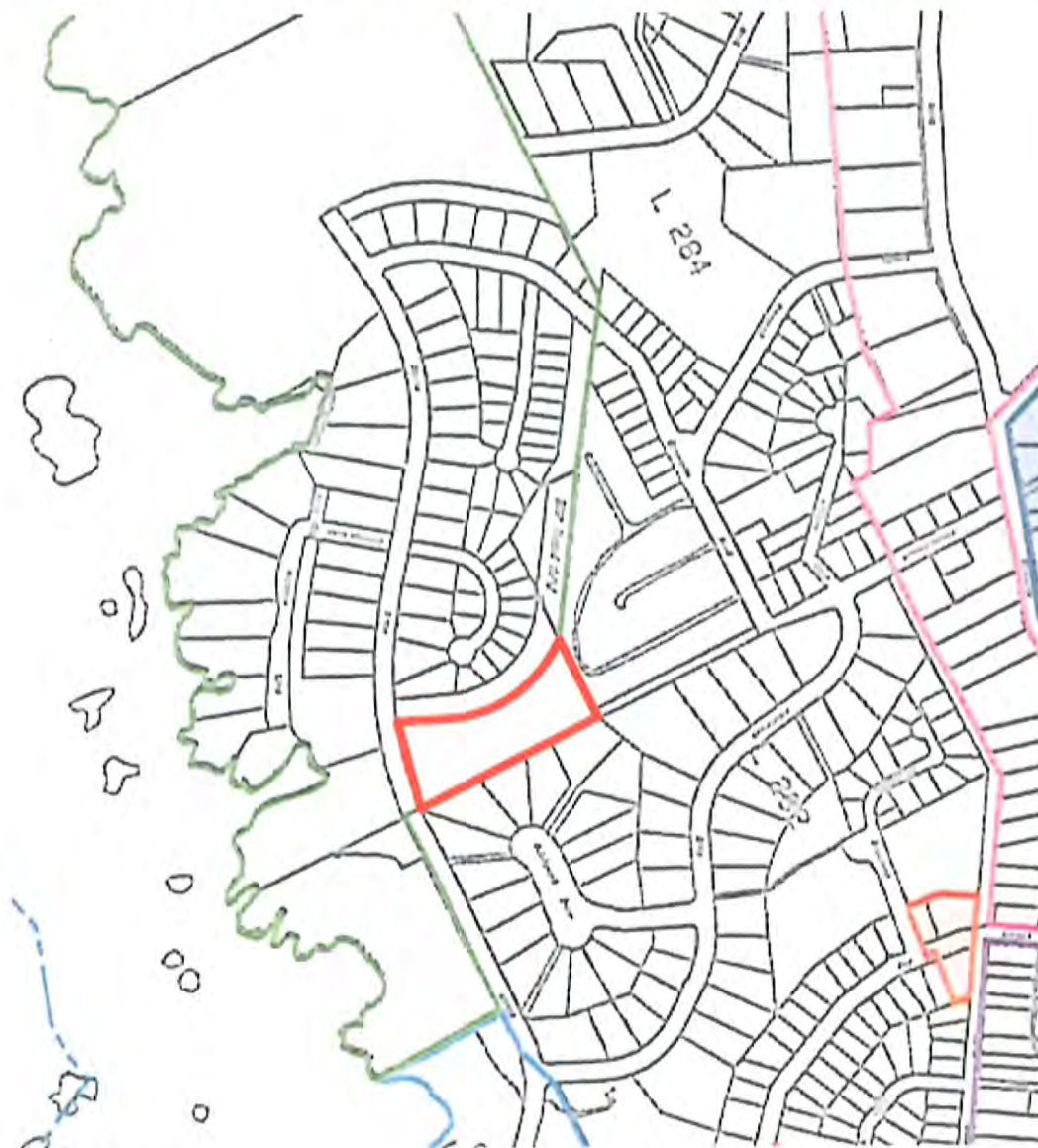
14.0 APPENDIX 'F' - OCP LAND USE DESIGNATIONS



Legend

- | | | |
|-----------------------------|---------------------------|---------------|
| Residential - Single Family | Industrial | Proposed Park |
| Residential - Multi Family | Industrial - Swing | |
| Village Square | Comprehensive Development | |
| Tourist Commercial | Parks and Open Space | |
| Service Commercial | Water Lot | |
| Institutional | Small Craft Harbour | |

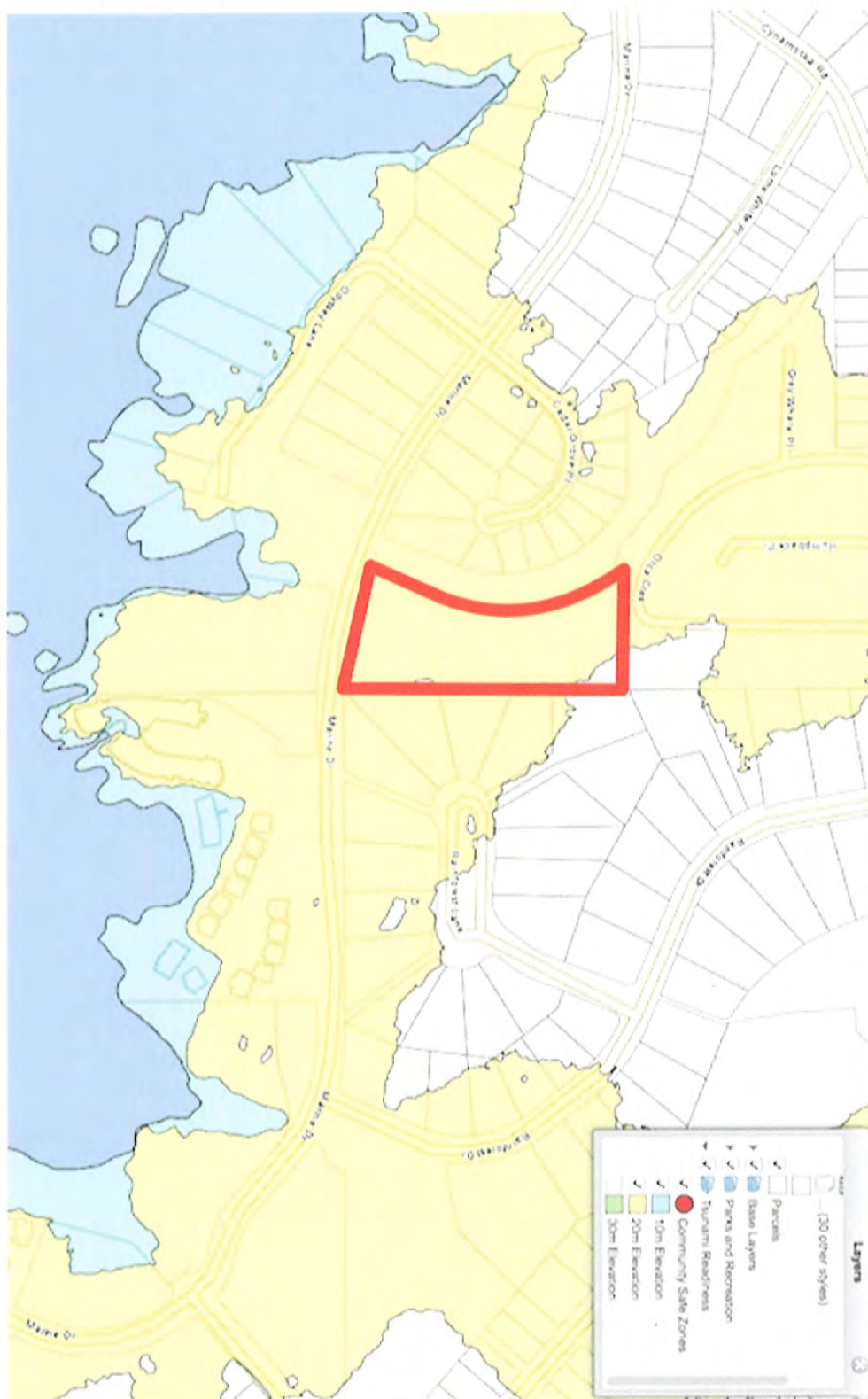
15.0 APPENDIX 'G' - DEVELOPMENT PERMIT AREAS



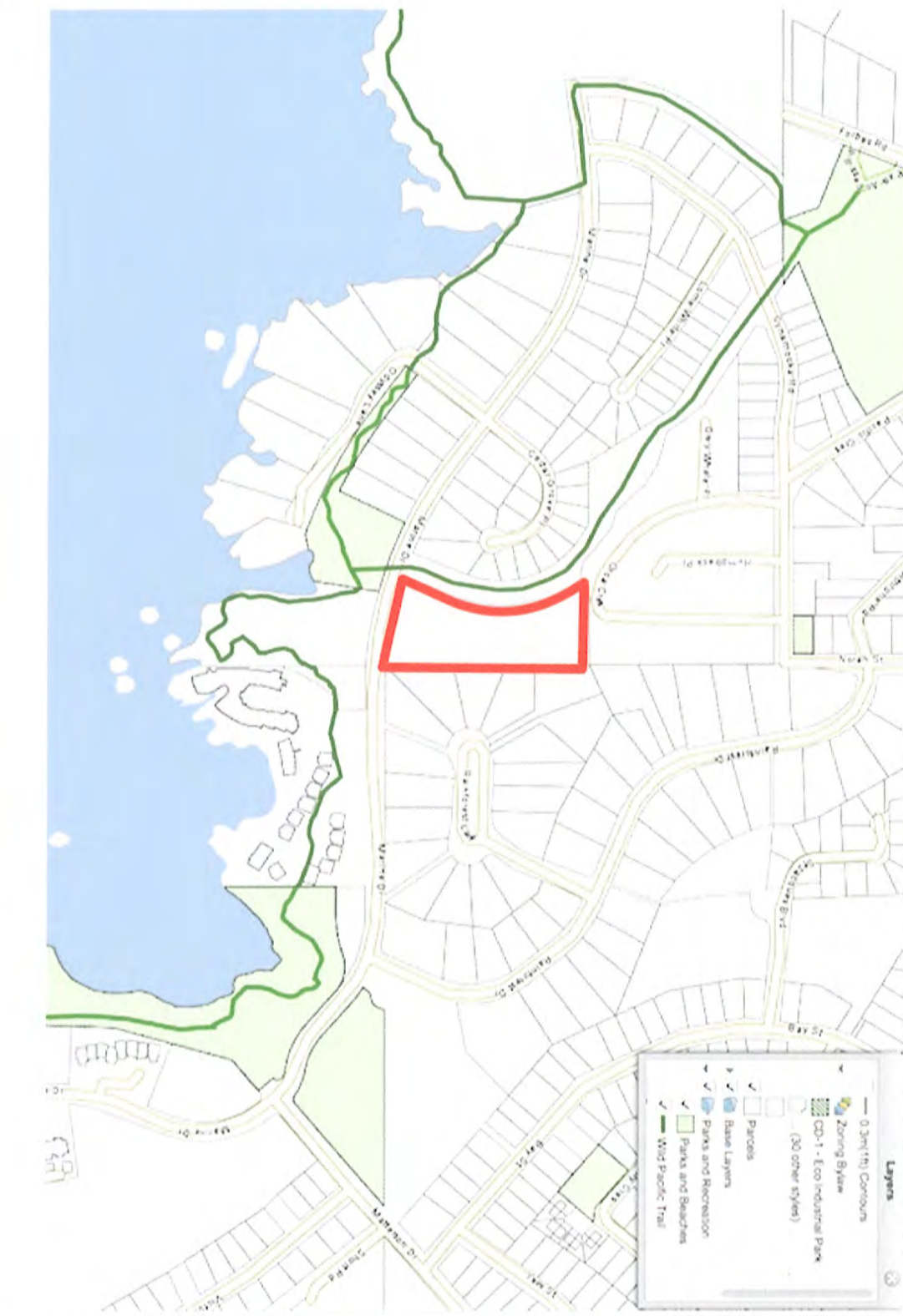
Legend

- | | |
|---|---|
|  #1 Village Square |  #7 Peninsula Road |
|  #2 Imperial Lane |  #8 Weyerhaeuser |
|  #3 Reef Point |  #9 Multi-Family Residential |
|  #4 Hyphocus Island | |
|  #5 Lot 281 | |
|  #6 Inner Boat Basin | |

16.0 APPENDIX 'H' - TSUNAMI SAFE ZONES



17.0 APPENDIX 'I' - PARKS



18.0 APPENDIX 'J' - GOOGLE AIRPHOTO



19.0 APPENDIX 'K' - LAND USE CONCEPT





Tuesday, July 16, 2019

FILE NO. 229-004

MacDonald Gray Consultants
814 Shorewood Drive
Parksville, BC
V9P 1S1

Attention: Mr. Nigel Gray

Re: Lot 13, VIP84686, DL 283
Clayquot District

It is our understanding that a servicing report is required to support the pending Application of Rezoning of the above referenced property to accommodate a residential development.

Existing Conditions

There are currently no structures on the property which is partially treed and drains from north to southwest. The access is from Marine Drive. There are currently stubs for a sanitary forcemain and a waterline to the property. There is an existing stream to the west of the site, which traverses through Park Plan VIP86121.

Proposed Site Development

The site plan provided by MacDonald Gray Consultants shows a proposed 30 unit micro lot residential development. An internal road would access from Marine Drive and run

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852 BREAKWATER ROAD, PARKSVILLE, BC V9P 1Z8

P: 250.248.3580

south to north. The servicing report is broken into the following categories listed below:

Water

Currently there is a District of Ucluelet 200mm DR18 C900 watermain on Marine Drive with a 150mm stub to the property, approximately 37m from the southeast property line. As shown on our proposed site plan, we would recommend extending the watermain into the property and servicing the propose units with a 1” service. One fire hydrant would be required halfway into the development. In order to do this without requiring a fire meter chamber, we would suggest the District own the watermains throughout the site. The Developer could provide a Statutory Right of Way over the watermains in order for the District to gain access for future maintenance and to read individual water meters.

Preliminary discussions with Koers & Associates have indicated the property is serviced from the Highway reservoir with a top water elevation of 65m geodetic. They also indicated there is roughly a 74 psi static pressure at the hydrant across the road on Marine Drive. This would then roughly translate to a 64psi static at the top of the Lot 13 property, which could easily service the residential lots.

Sanitary Sewers

As discussed previously the property drains/slopes from north to southwest. A gravity sanitary sewer system could be installed to a single pump station located near the front of the property (south). There is a 75mm forcemain stubbed to the property line which connects to a larger 200mm HDPE forcemain in Marine Drive. This main is fed from the Forbes Road pump station.

The proposed pump station for the Lot 13 residential development would be required to pump against the head of the Forbes road pump station. Sizes and pump requirements would be chosen during detailed design stage.

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Storm Drainage

The subject property drains from north to southwest and eventually drains into a stream located on the property to the west on Park Plan VIP86134. There are currently two perforated (French drains) that run from east to west in Marine Drive along the property frontage, which empty into the existing creek.

Given the nature of the soils in the area and the likelihood of a significant amount of rock, we don't anticipate the potential for infiltration of storm water. Even if there was, there would be a requirement to provide overflows to a pipe system due to the amount of rain the District typically gets during the wet season. There will be some increase from pre to post development, and we would suggest a series of tanks or detention pond, possibly an oil/water separator and outlet diffusion to control the storm water runoff.

On-Site Roadway

The site plan provided by MacDonald Gray shows a 10m wide service corridor, with 6 to 8m wide laneways.

It is proposed the laneways would be gravel finish and not paved in order to reduce impervious surfaces and to enhance storm water infiltration throughout the development. Parking areas are also shown throughout the site for visitor parking.

BC Hydro/Telus/Shaw Cable

It is proposed to service the development with underground structures for these utilities.

We trust this provides you with our proposal for this property at this time, and should you require any further information to contact us at your earliest convenience.

Sincerely,
PARKCITY ENGINEERING LTD.



VAUGHAN ROBERTS, P.Eng.

PARKCITY ENGINEERING LTD.

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Prepared by
PARK CITY
THE AMERICAN LANDMANAGEMENT INSTITUTE
LANDMANAGEMENT.COM
100 SOUTH MAIN SUITE 300
SALT LAKE CITY, UT 84143

Drawn by	VR	Date
Checked by	MAW	MAY 2018
Approved by	SM	

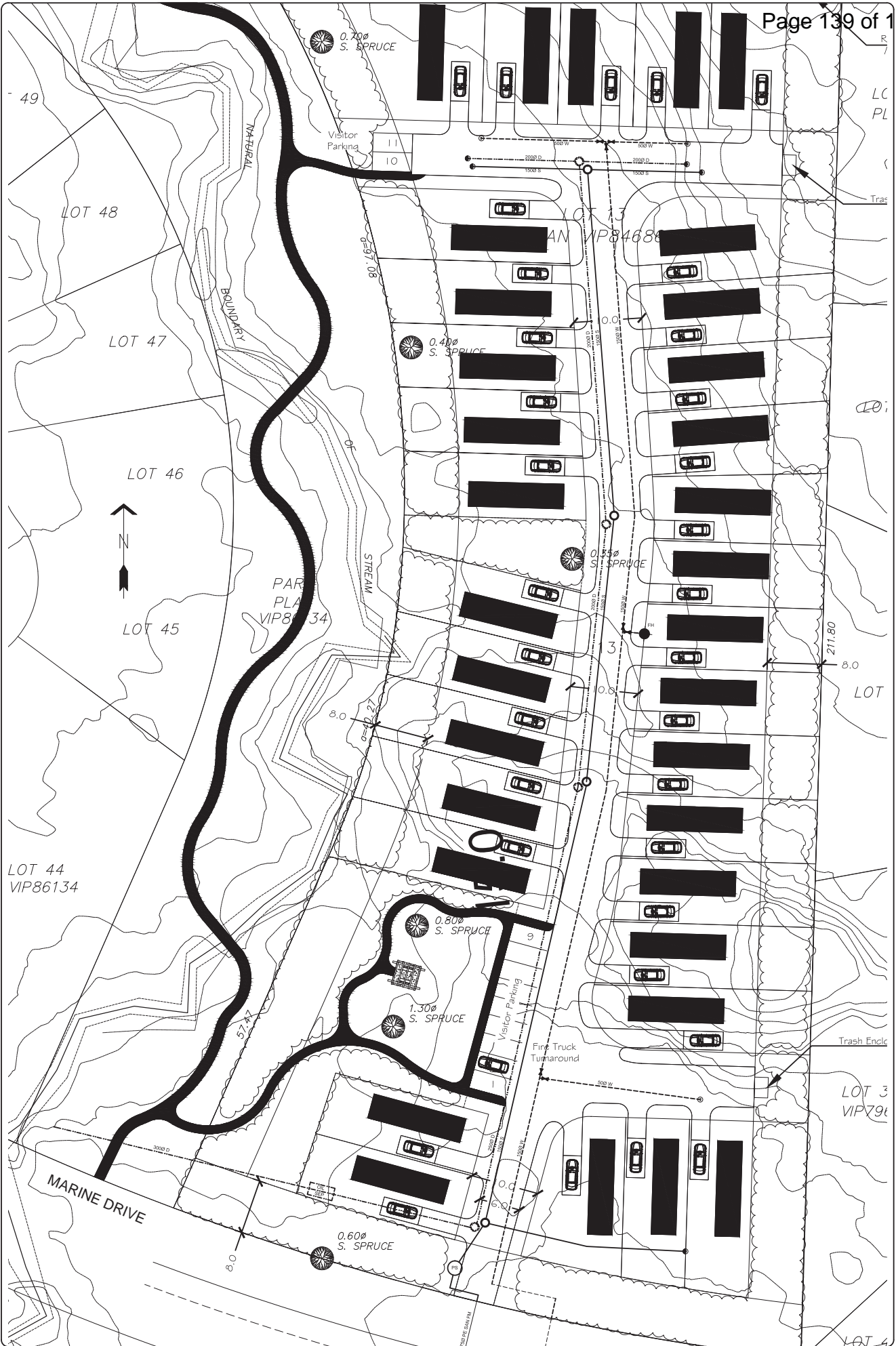
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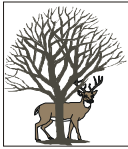
Client
**ANDREW
MCLANE
LOT 13, D/L283, VIP84686
CLAYQUOT DISTRICT**

Number of Sites: 0
Number of Units: 0
Number of Units per Site: 0
Number of Units per Acre: 0
Number of Units per Lot: 0
Number of Units per Parcel: 0
Number of Units per Block: 0
Number of Units per District: 0
Number of Units per City: 0
Number of Units per County: 0
Number of Units per State: 0
Number of Units per Country: 0

Project
**HOUSING
SITE
PRELIM
SERVICING PLAN**

Number of District Projects: 0
Number of District Units: 0
Number of District Units per Acre: 0
Number of District Units per Lot: 0
Number of District Units per Parcel: 0
Number of District Units per Block: 0
Number of District Units per District: 0
Number of District Units per City: 0
Number of District Units per County: 0
Number of District Units per State: 0
Number of District Units per Country: 0





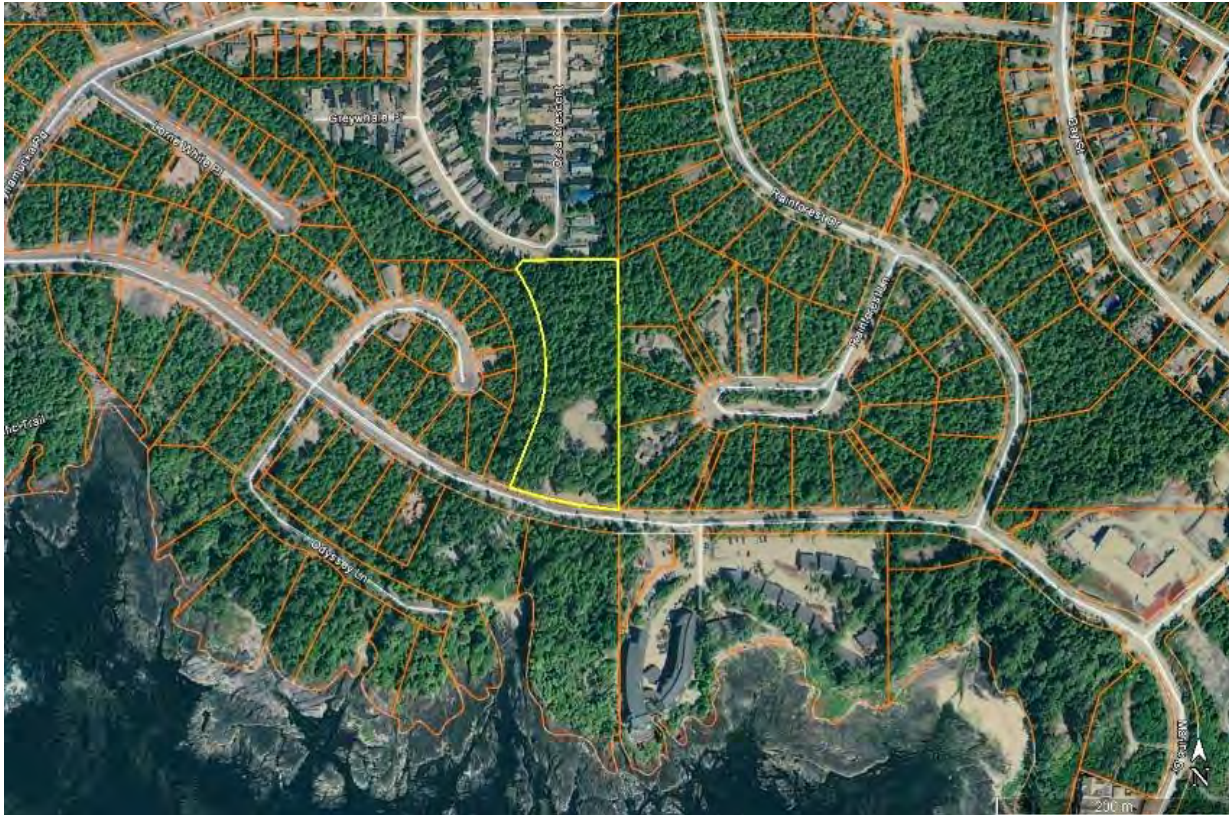
Toth and Associates Environmental Services

6821 Harwood Drive, Lantzville, B.C. V0R 2H0

Tel: (250) 390-7602

E-mail: stoth@shaw.ca

Environmental Assessment of proposed Affordable Housing development on Lot 13, Marine Drive (PID# 027-473-538), Ucluelet.



Prepared for:

Andrew McLane, Personal Real Estate Corporation

202-1551 Estevan Road,

Nanaimo, BC V9S 3Y3

Prepared by:

Steve Toth, R.P.Bio, ASCT

June 9, 2019

PROJECT SUMMARY INFORMATION

Qualified Environmental Professional (QEP) Information

First Name	Steve		
Last Name	Toth		
Designation	R.P.Bio, ASCT	Registration #	1788, 20057
Company	Toth and Associates Environmental Services		
Address	6821 Harwood Drive	Email:	stoth@shaw.ca
City	Lantzville	Postal/Zip:	V0R 2H0
Prov/state	BC	Country:	Canada
		Phone #	250-390-7602

Developer Information

First Name	Andrew		
Last Name	McLane		
Company	Personal Real Estate Corporation.		
Phone #	250.951.1141	Email	andrewmclane@shaw.ca
Address	202-1551 Estevan Road		
City	Nanaimo	Postal/Zip:	V9S 3Y3
Prov/state	BC	Country:	Canada

Development & Property Information

Development Type	Construction: Affordable Housing		
Lot Area (ha)	1.50	Nature of Development	New
Proposed Start Date	2019-07-01	Proposed End Date	2020-12-31
Civic Address	NA		
Local Government	District of Ucluelet	City:	Ucluelet
Legal Description (PID)	Lot 13, District Lot 283, Clayoquot District, Plan VIP84686 (PID: 027-473-538)		
Latitude	48	56	21
Longitude	125	33	25

Watershed Information

Stream Name	Unnamed Seasonal Watercourse	Fish-bearing	Yes
Stream/River Type	Stream	Fish on property	No
Watershed Code	NA		
Fish Species	Three-spine stickleback captured near mouth (August 2005, SECL)		

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1.0 INTRODUCTION

Toth and Associates Environmental Services have conducted a review of proposed development plans for Lot 13 (Figure 1) and completed field surveys to document environmental sensitivities on and adjacent to the 1.5 ha subject property. It is our understanding that the proposed development plans include construction of affordable housing on Lot 13. The subject property is located within the District of Ucluelet's Former Forest Reserve Lands Development Permit Area (DPA No. 8). The following report addresses the DPA 8 guidelines as detailed in the District of Ucluelet Official Community Plan Bylaw No. 1140, 2011 with consideration of Zoning Bylaw No.1160, 2013 and the Districts' Draft Official Community Plan (OCP).

2.0 BACKGROUND REVIEW

2.1 Review of Zoning Bylaw No.1160, 2013

Schedule A of the Zoning Bylaw No.1160, 2013 indicates that Lot 13 is within Comprehensive Development – 5 (CD-5, Former Weyco Forest Lands). The Zoning Bylaw's subzone maps indicate Lot 13 is designated AFFORDABLE HOUSING CD-5C.1.2. The following uses are permitted on Lot 13, in the area of the CD-5C Sub-Zone Plan labeled "Affordable Housing" and portions of the undeveloped remainder in accordance with the Concept Plan but secondary permitted uses are only permitted in conjunction with a principal permitted use though the principal permitted use in this case may be developed on-site, or off-site if developed in conjunction with the secondary permitted uses:

- 1) Principal:
 - a) Affordable Housing
- 2) Secondary:
 - b) Multiple Family Residential.

Zoning Bylaw Section 306.2

In addition to minimum setback requirements of other parts of this Bylaw:

- 1) No building or structure may be placed, constructed, sunk into, erected, moved, sited, altered or enlarged within
 - a) 7.5 m (25 ft) on the upland side of the natural boundary of the ocean,
 - b) 30 m (98.5 ft) of the natural boundary of any other natural watercourse or source of water supply, except as expressly otherwise specified in a Zone, or in a registered covenant under section 219 of the *Land Title Act* in favour of the District or the Province. [Zoning Amendment Bylaw No. 1216, 2017].

2.2 Review of District of Ucluelet Official Community Plan Bylaw No. 1140, 2011

There are 9 Development Permit Areas designated under the District of Ucluelet Official Community Plan Bylaw (OCP). These are shown on Schedule C of the District's OCP and described in detail in Appendix B of the OCP. Lot 13 is identified as being within the Former Forest Reserve Lands Development Permit Area (DPA No. 8). DPA Guidelines specify the District's objectives and regulations for each area. All developments within a designated DPA require a Development Permit to be issued by District Council.

The Environmental Policies contained in Section 3.11 of the District's OCP indicates that "properties greater than 0.8 hectare in size will require an Environmental Impact Assessment to evaluate the

impacts of a proposed development on the natural environment and for the protection of developments from hazardous conditions”.

The DPA 8 Guidelines indicate that the form and character guidelines of DPA No.1 (except numbers 11-13), and the natural environment and protection from hazard guidelines of Appendix A - Riparian Areas Regulation are also applicable in this DPA designation, except as varied and supplemented with the DPA 8 Guidelines provided in Table 1, below. The Form and Character Guidelines 1 – 10 of DPA No. 1 are included in Table 2.

2.3 Appendix A Natural Environment / Protection from Hazard Guidelines

The Riparian Areas Regulation guidelines contained in Appendix A do not form a separate DPA, but are tied to the District’s existing DPAs via direction provided in the general information for each DPA stating “See Appendix A – Riparian Areas Regulation for additional details”.

Section 1.0 of Appendix A indicates that “*The Riparian Area Regulation (RAR) assessment methods are to be followed with additional consideration of cumulative impacts of development along the entire length of the stream or wetland*”. The information contained in Appendix A indicates that “*There will be a minimum setback of 5 meters on all streams in the DPA regardless of whether they are fish bearing or not, as they are corridors for animals*”.

The guidelines contained in Appendix A contain comments and requirements concerning:

- Siting, format and design considerations for trails;
- Provincial *Water Sustainability Act* requirements for instream works;
- Stormwater management;
- Environmental Assessment reporting requirements;
- Construction Sediment & Erosion Control Plan requirements;
- Drainage Management Plan requirements;
- Landscape Architect Viewscape Plan;
- Re-vegetation Plan requirements;
- Monitoring arrangements and recommendations

The Exemptions listed in Section 3.0 of Appendix A include:

- Emergency works;
- Invasive plant species removal;
- Planting of native vegetation according to a plan that adheres to provincial Best Management Practices;
- Works approved by the District of Ucluelet, Fisheries and Oceans Canada (FOC) and/or MOE with respect to installation of public utilities, sewer and water lines, stream enhancement, and fish and wildlife habitat restoration; and,
- Renovations to existing buildings and structures in or in close proximity to riparian areas provided the footprint of the building is not expanded and none of the list of activities under the definition of Development occur.

Figure 1. Conceptual Development Layout Plan for Lot 13

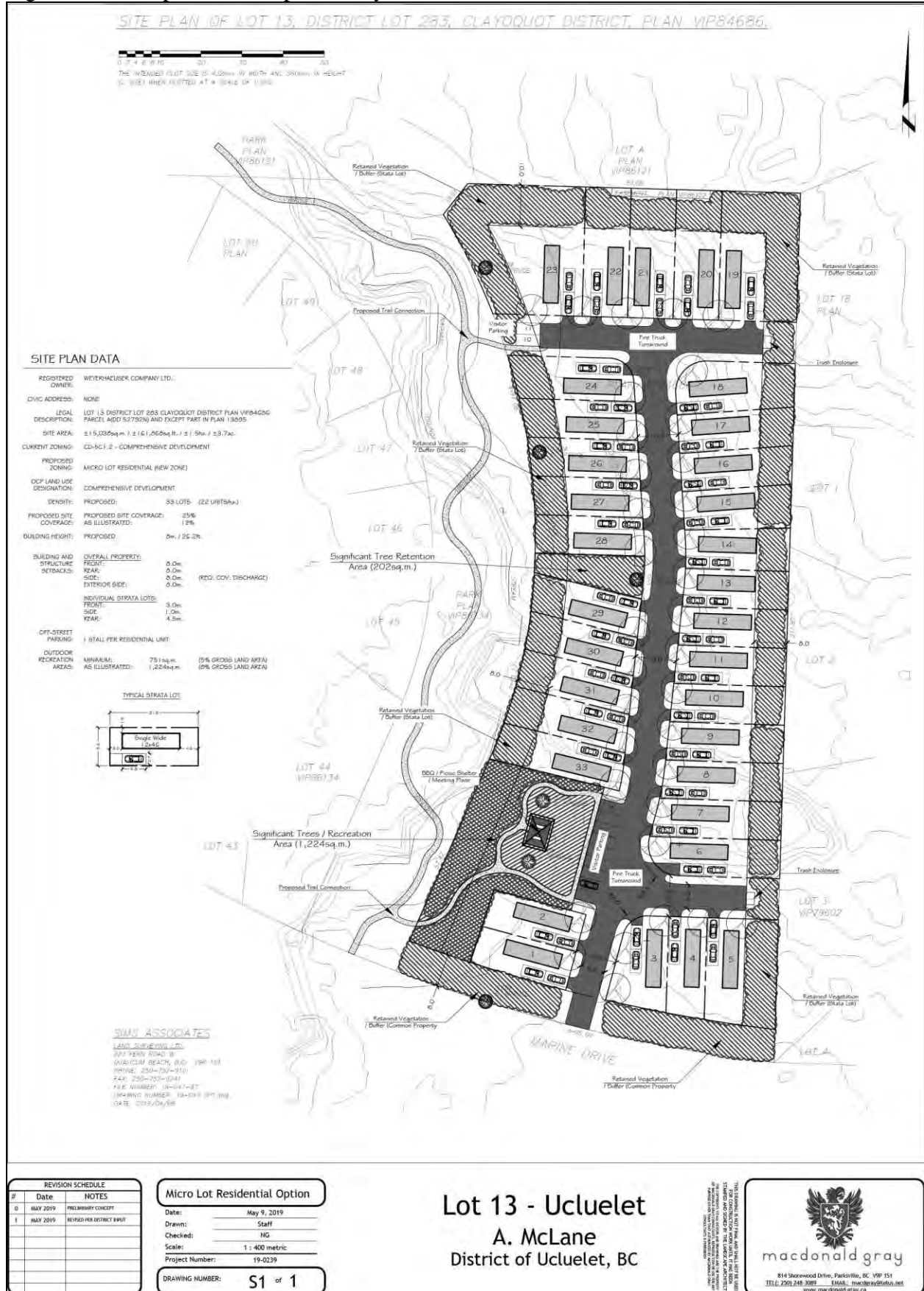


Table 1. DPA 8 Guidelines and Applicability

No.	Guideline	Applicability & Comments
1	All developments must preserve and maintain 100% of the Wild Pacific Trail along the coastline where feasible on properties located along the waterfront;	Lot 13 is not a waterfront property.
2	No development can approach within 30m of the high water mark around the sensitive marine wetlands indicated on the map below:	Lot 13 is not within 30 m of the sensitive marine wetlands.
3	A 30 metre wide tree buffer with no development must be provided along both sides of the Pacific Rim Highway;	Lot 13 does not front the Pacific Rim Highway.
4	The layout of the proposed collector through DPA No. 8 that runs parallel to the Pacific Rim Highway must respond to the natural conditions and topography of the land. Adequate vegetative buffering along the frontage of the road should also be retained to provide an attractive entrance into the community. A tree preservation plan should be a major priority in order to preserve this spectacular natural environment.	It is not apparent if this guideline applies to Lot 13 or not.
5	All developments should respect archaeological resources and comply with all relevant statutes and regulations for the protection thereof. The District may require, at their discretion, that the applicant provide at their own cost an archaeological assessment report;	Applicable – to be determined by the District.
6	All development, including campsites with no individual water supply or no individual sewage disposal facilities, must be connected to the municipal sanitary sewer system;	Applicable – to be supported by project design
7	Developments shall strive to create openness, connections, or views to the waterfront areas through open spaces or pathways. No development shall impede public access to the foreshore beyond private property boundaries;	Applicable – to be supported by project design
8	A landscape preservation plan for all developments must be included as part of the development application process in order to ensure protection of existing significant trees and shrubs. This will include plans showing pre and post-development conditions in order to prevent over-cutting;	Applicable – applies to preservation of significant trees (not defined) and native shrub vegetation.
9	The removal of any native tree species that is 30cm Dbh or greater (Diameter at Breast Height = 1.3m) measured with a proper tree calliper is prohibited.	Applicable – but not achievable. The field survey estimated that approximately 70% of the trees on Lot 13 are > 30 cm Dbh.
10	Any landscaping maintenance program must meet all applicable governmental regulations involving the use of fertilizers, herbicides and pesticides and the owners must ensure that no harmful pesticides or chemicals enter the ocean, either directly or by way of groundwater infiltration;	Applicable – will need to be addressed within the project Landscape Plan
11	All sitka spruce must be identified by a qualified arborist and, where they are determined to be healthy, preserved;	The field survey included identification of sitka spruce on, and adjacent to Lot 13
12	The siting of new buildings, extensions to existing buildings as well as campsites and roads etc. must work sensitively around established existing vegetation and must be located so as to minimize alterations to the foreshore and other environmentally sensitive areas. As part of the efforts to maintain and enhance the landscape character of the area, all efforts must be made to retain landscape and ecological integrity;	Applicable – will need to be addressed within the project's design layout, footprint, grading and Landscape Plan
13	In order to promote sustainable efforts in storm water drainage and ground water infiltration, minimal blacktop and hardscape paving should be used for driveways and patio areas, particularly in front yards. Gravel or grass driveways and wood decks are preferable;	Applicable – but likely not achievable. Use of pervious surfaces and rainwater infiltration / retention will need to be addressed within the project's design

No.	Guideline	Applicability & Comments
14	Any storm water drainage created and collected within this area must be screened for oil using oil separators.	layout, materials and Landscape Plan Applicable – to be included / identified in project design
15	Architectural form and character must be site sensitive to both the physical environment, as well as to the qualities of natural beauty in the area. Buildings should work with the natural environment on all levels.	Applicable – to be supported by project design
16	The exterior cladding of buildings must be of natural material and in keeping with the character of Ucluelet. Wood (particularly cedar) and stone are encouraged; the use of stucco, pebble dash cladding or the like is prohibited in DPA No.8.	Applicable – to be supported by project design
17	Roof material must be in keeping with the character of Ucluelet. This includes the use of cedar shake/shingle, asphalt roof tile, or corrugated metal.	Applicable – to be supported by project design
18	All commercial developments must provide robust visual buffers by way of retained native vegetation along all boundaries. In the case of those boundaries fronting the road, reasonable efforts must be made to retain significant trees and shrubs between access points; and,	Not applicable to the proposed development
19	Gated communities are not permitted. Developments are to be open and accessible, with easy traffic and pedestrian flow and minimal dead-end cul-de-sacs.	Applicable – to be supported by project design

Table 2. Form & Character DPA Guidelines 1 – 10

No.	Guideline	Applicability & Comments
1	Buildings and associated landscapes should be designed to reflect the west-coast fishing village character and cultural heritage of Ucluelet. Building designs should be contextual and compatible with the character, scale and form of those buildings on adjacent sites which meet these same guidelines. Features such as roof line and slope, maximum height, massing, form and articulation should be considered. Developments should also include the use of natural materials such as wood and stone, and landscaping which utilizes species native to the region. Contemporary designs which make these character references are encouraged.	Applicable – to be supported by project design
2	Where adjoining properties have uses of different intensity (e.g. single family next to multi-family residential) or different types (e.g. residential next to commercial) an appropriate architectural, building and landscaping transition must be provided.	Applicable – to be supported by project design
3	Developments shall strive to create openness, connections, or views to the waterfront areas through open spaces or pathways. No development shall impede public access to the foreshore beyond private property boundaries.	Applicable – to be supported by project design
4	New developments should enhance the network of adjacent public open spaces and trails that connect and cross through the area.	Applicable – to be supported by project design
5	Assessed on a case by case basis, general views to the harbour are to be maintained along the shoreline and include those depicted in Figure DPA 1.2 below and from the north side of Peninsula Road. This may be done through considerations in building massing and height in key locations.	Not applicable to Lot 13

No.	Guideline	Applicability & Comments
6	Building frontage design (any building elevation facing a public street) and associated public realm enhancement must create an attractive pedestrian environment. Considerations include: <ol style="list-style-type: none"> i. Easily identifiable building entrances; ii. Narrow commercial storefronts; and iii. Concentrating signage at pedestrian eye level. 	Applicable – to be supported by project design
7	Buildings should be sited close (e.g. 0 to 1.5m) of the lot boundary line associated with main entrance to development, with parking located at the rear of lots, if possible, and screened from street view with either a structure or landscaping, or where feasible, below grade;	Given the zoning and location, we are not certain whether this is a desirable feature for a multi-family residential development
8	Awnings, deep roof overhangs or colonnades should be incorporated into buildings in order to provide weather protection along sidewalks and at building entrances. These devices must be an integral part of the overall design;	Applicable – to be supported by project design
9	On corner sites, buildings must be designed with consideration for their visual prominence, potential use as reference points and their ability to contain and define streets. Additionally, developments occurring at corner lots must consider their prominence within the streetscape hierarchy and include architectural detailing or massing which reflects this. All developments located at a corner must occupy that corner on both sides;	Not applicable to Lot 13
10	The extensive use of blank walls (defined as any linear run of wall without fenestration or variation in its vertical plane for a given length), regardless of the material used, must be avoided. The visual impact of blank walls should be softened through the use of one or more of the following: <ol style="list-style-type: none"> i. Architectural detailing or facade articulation; ii. Graphic or artistic illustration; iii. The inclusion of doors and or windows; and iv. The design of integrated public seating and or planters integrated into the facade. 	Applicable – to be supported by project design

2.3.1 Section 2.1 of Appendix A - Assessment Report

An Assessment Report is required for the District of Ucluelet before development is approved to proceed. This must be completed by a Qualified Environmental Professional (QEP) at the developer's expense. The Assessment Report must provide the following components:

- Evidence of the QEP's qualifications (provided as Appendix A)
- Ensure that proper assessment methods will be followed
- Information regarding the following components: streams, fish presence, fish habitat, animal presence, riparian vegetation and other ecosystem conditions that support fish life processes, removal of hazard trees, windthrow, drip zone and rooting strength, encroachment, sediment and erosion control measures, floodplain concerns, and on-site stormwater management.
- Information regarding potential impacts of the proposed development, mitigation options and design alternatives
- Evidence that the development will not result in Harmful Alteration, Disruption, or Destruction (HADD) of riparian areas.
- Indicate that the slope stability will not be jeopardized if the area has a slope of 30% or more
- Identifies measures that will be required to maintain the integrity of the riparian area.

A QEP will determine appropriate setback distances for buildings, structures and uses, in relation to riparian areas. Setbacks specified in the Zoning Bylaw for buildings, structures and uses, may be varied in accordance with the recommendations of a QEP to minimize encroachment into the riparian assessment area. Applicants will be required to confirm, through survey by a certified BC Land Surveyor, the top of the stream bank in relation to the property lines and existing and proposed development. There will be a minimum setback of 5 meters on all streams in the DPA regardless of whether they are fish bearing or not, as they are corridors for animals. The QEP will use their own discretion to determine further setbacks or default to the "riparian assessment area" distances, as stated on page 2, in the *Riparian Areas Regulation*, July 27 2004.

For clarification, it should be noted that the "riparian assessment area" as defined by the RAR is the area adjacent to a stream that must be assessed by a QEP and considered in terms of potential development impacts on the riparian area. It is also a boundary where any proposed development (as defined under Part 26 of the *Local Government Act*) within the boundary triggers the requirement for a RAR Assessment. It is not a setback. The correct default would be to the Streamside Protection and Enhancement Area (SPEA) setbacks determined by the RAR's Simple Assessment Method.

A QEP will determine appropriate timing, usage, and methods of construction that minimize the impacts on the riparian assessment area. Permanent or temporary fencing measures may be required to be installed at the applicant's expense along the boundaries of the riparian area prior to any development activities in order to ensure that no encroachment occurs into the riparian assessment area at the time of construction.

A QEP will determine whether their presence is required during any riparian land alteration at the development site to ensure that HADD does not occur. As part of their enforcement, the QEP will only be responsible for areas they have assessed. More than one QEP may be involved with the development depending on their strengths or expertise. A QEP shall indicate in writing that all riparian area regulations have been met before the District of Ucluelet will issue occupancy permits.

2.4 Review of DRAFT OCP 2018

According to Schedule A (Long Range Land-Use Plan) of the Draft OCP 2018, Lot 13 DPA 5 is designated for Multi-Family Residential development.

Schedule E (Environmental Development Permit Areas) of the Draft OCP 2018 identifies a 30 m “Stream” Development Permit Assessment Area and “Terrestrial” Development Permit Assessment Area on Lot 13.

Schedule G (Development Permit Areas for Hazardous Conditions) of the Draft OCP 2018 identifies small areas along the southwest side of Lot 13 as “Shoreline Areas that may be subject to flooding” and a small area along the east side of the property identified as “Steep Slope (> 30 degrees).

2.4.1 Draft Guidelines Applicable to all Environmental DPAs

- 1) For all lands designated as one or more DP area, an assessment of the site, its natural features and the development shall be undertaken and a report prepared by a Qualified Environmental Professional (QEP) shall be submitted with the DP application;
- 2) the QEP report must contain any records listed in the BC Conservation Data Centre and must include data obtained from a search of the Ministry of Environment’s BC Species and Ecosystems Explorer for the categories “plants and animals” and “Ecological Communities” that includes all potential red listed, blue listed, and SARA listed species along with their Conservation Framework priority.
- 3) In cases of reporting after the fact due to managing emergency situations, the applicant shall provide an environmental report certified by a Qualified Environmental Professional (QEP), describing follow-up works to restore environmentally sensitive areas which were present prior to the emergency.
- 4) For all other circumstances, the applicant shall provide an environmental report certified by a Qualified Environmental Professional (QEP). The report must include:
 - a) A site plan certified by a B.C. Land Surveyor that locates:
 - i. the proposed development relative to DPA boundaries shown on Schedule E and property lines;
 - ii. the environmental sensitive areas as defined under the general definitions and any other significant or rare species or species assemblages found in the DPA as identified by the QEP;
 - iii. the applicable buffer or setback recommended by the QEP to separate the proposed development from the environmentally sensitive feature.
 - b) For activity or construction within the stream channel, documentation of Provincial and Federal approval, with supporting technical reports.
- 5) If the QEP report identifies environmentally sensitive areas (ESAs) not shown on Schedule E, then the applicant and the District shall treat those values as if they are shown on Schedule E for the purposes of applying requirements of the more specific environmental DPAs.
- 6) If the QEP report confirms that an environmental value relating to a DPA shown on Schedule E is not present or does not affect the subject property, then the applicant and the District shall treat the property as though it is not in the applicable DPA. This includes the case where a QEP determines that there is a physical barrier between the environmental feature and the subject property that creates a functional separation between the two.
- 7) Clustering of density is encouraged as a means for preserving environmentally sensitive areas.
- 8) For all projects that involve development within an ESA, the District shall require the applicant to post security at 125% of the cost of protection and/or restoration works.

- 9) The District may, as part of the development permit, vary the setback requirements from an ESA where it can be demonstrated in a less than desirable existing situation that a “net positive improvement” for fish or wildlife habitat will result, or, in a more desirable existing situation that “no net loss” will result, subject to municipal, Provincial and or Federal agency review and comment. Any reduction of setback distances within an ESA shall occur in accordance with the findings and recommendations of the technical/environmental report.

2.4.2 Draft Guidelines for Terrestrial Ecosystems (Mature Forest)

- 1) Development should be planned to avoid intrusion into DPA V areas and to minimize the impact of any activity on these areas.
- 2) Development permit applications that encroach on areas designated as DPA V should include a report prepared by a qualified environmental professional outlining the following information:
 - a) detailed site plan (1:250 or larger) identifying the location of property lines, proposed development and natural features including any Sitka Spruce, krummholz tree forms, nesting trees or wildlife corridors;
 - b) an impact statement describing effects of proposed development on the natural features and ecosystems on the site;
 - c) measures necessary to avoid wildlife conflict and any adjustments to the development plan where necessary to avoid established wildlife corridors;
 - d) guidelines and procedures for mitigating habitat degradation including limits of proposed leave areas;
 - e) recommendations for timing, construction standards, and where further assessment is necessary (e.g., seasonal nesting bird surveys),
 - f) habitat compensation alternatives, where compensation is approved.

2.4.3 Draft Guidelines for Stream and Riparian Areas DPA

- 1) Development or alteration should be planned to avoid intrusion into DPA VI areas and to minimize the impact of any activity on these areas.
- 2) Development permit applications that encroach on areas designated as DPA VI should include a report prepared by a qualified environmental professional outlining the following information:
 - a) detailed site plan (1:250 or larger) identifying the natural boundary and a line 30 metres from the natural boundary;
 - b) an impact statement describing effects of proposed development on the natural conditions;
 - c) measures deemed necessary to protect the integrity of streamside protection and enhancement areas from the effects of development;
 - d) guidelines and procedures for mitigating habitat degradation including limits of proposed leave areas; and,
 - e) habitat compensation alternatives, where compensation is approved.
- 3) Development permit applications should include a vegetation management plan indicating the extent of proposed buffer areas and the proposed management of vegetation in these areas.
- 4) Based on the biophysical assessment of the site within an area designated DPA VI, works or protective measures such as the planting or retention of trees or vegetation may be required to preserve, protect, restore or enhance stream, watercourses, fish habitat or riparian areas.
- 5) In the absence of a report from a qualified environmental professional, a minimum buffer of 30 metres should be preserved between the high water mark of the watercourse and any building or structure.

- 6) The total amount of impervious cover on property adjacent to a watercourse should minimize impact on the receiving aquatic environment. Consideration should be given to reducing impervious cover through reduction in building footprint and paved areas, exceeding the minimum riparian setback where feasible, and use of on- site infiltration.
- 7) The construction of a small accessory building such as a pump house, gazebo, garden shed or play house may be permitted if all the following apply:
 - a) The building is located within an existing landscaped area;
 - b) No native trees are removed; and
 - c) The area of the structure is not more than 10 m².

2.5 Additional Background Review Information

Our prior experience with the area includes wildlife and vegetation assessments conducted as part of the bio-inventories of Lots 3, 4, 5 and District Lot 283, Clayoquot District as a sub-consultant for Streamline Environmental Consulting Ltd. in 2005 / 2006.

2.5.1 Rare Species

Documented rare species occurrences in the vicinity of the Lot 13 were reviewed on the BC Conservation Data Centre’s (CDC) Imap (<http://maps.gov.bc.ca/ess/hm/cdc/>, accessed April 5, 2019). There was only one mapped record (#6777) for an occurrence of northern red-legged frog (*Rana aurora*) east of the subject property. Other documented species occurrences on the Ucluth Peninsula include blue-listed (threatened) dromedary jumping-slug (*Hemphillia dromedaries*), seaside centipede lichen (*Heterodermia sitchensis*), California wax-myrtle (*Morella californica*), and American water shrew (*Sorex palustris brooksi*) documented from the Tofino-Ucluelet Highway / Highway 4 intersection area.

The Ministry of Environment’s B.C. Species and Ecosystems Explorer site was searched for red and blue-listed species and ecological communities with potential to occur in the area. The search of animal and plant species was restricted to the Coastal Western Hemlock (CWH) biogeoclimatic zone occurring within the Alberni-Clayoquot Regional District. The search identified 53 animal species and 49 plant species. The search of ecological communities was limited to the southern variant of the Coastal Western Hemlock very wet hypermaritime (CWHvh1) biogeoclimatic zone occurring within the Alberni-Clayoquot Regional District. The search returned 15 ecological communities with potential to occur in the area.

The lists of animal and plant species and ecological communities was refined to exclude species that are known not to occur within the area based on known spatial limits of distribution, life history and habitat requirements. The refined lists include 10 animal species (Table 3) and 7 plant species (Table 4) with potential to occur on the subject property. All of the plant species are fungi or lichens that currently have very little distribution or habitat information and are therefore provided by default.

Table 3. Listed animal species potentially occurring in the study area

Scientific Name	English Name	COSEWIC	BC List
<i>Accipiter gentilis laingi</i>	Northern Goshawk, <i>laingi</i> subspecies	T (Apr 2013)	Red
<i>Aneides vagrans</i>	Wandering Salamander	SC (May 2014)	Blue
<i>Contopus cooperi</i>	Olive-sided Flycatcher	SC (May 2018)	Blue
<i>Falco peregrinus pealei</i>	Peregrine Falcon, <i>pealei</i> subspecies	SC (Dec 2017)	Blue

<i>Glaucidium gnoma swarthy</i>	Northern Pygmy-owl, <i>swarthy</i> subspecies		Blue
<i>Hemphillia dromedarius</i>	Dromedary Jumping-slug	T (May 2014)	Red
<i>Megascops kennicottii kennicottii</i>	Western Screech-Owl, <i>kennicottii</i> subspecies	T (May 2012)	Blue
<i>Oncorhynchus clarkii clarkii</i>	Cutthroat Trout, <i>clarkii</i> subspecies		Blue
<i>Patagioenas fasciata</i>	Band-tailed Pigeon	SC (Nov 2008)	Blue
<i>Rana aurora</i>	Northern Red-legged Frog	SC (May 2015)	Blue

Table 4. Listed plant species potentially occurring in the study area.

Scientific Name	English Name	BC List
<i>Bryocaulon pseudosatoanum</i>	pacific pretzel	Blue
<i>Erioderma soledium</i>	vole felt	Blue
<i>Fuscopannaria leucostictoides</i>	frosted crackers	Blue
<i>Leioderma soledium</i>	felted elf	Blue
<i>Pannaria rubiginosa</i>	considerable gingerbread	Red
<i>Parmotrema crinitum</i>	snuff ruffle	Blue
<i>Usnea glabrata</i>	lustrous beard	Blue

The list of rare ecological communities was refined by removing those plant communities that do not have the potential to occur, or are known not to occur in the study area based on the CDC’s Plant Community Account Summaries (BCCDC 2003). The review of potential rare ecological communities resulted in no potential rare ecological community presence on the subject property.

3.0 FIELD ASSESSMENT RESULTS

The field survey was conducted on March 5, 2019. The survey included flagging and geo-referencing of the watercourse located adjacent to the west side of Lot 13 identified on Schedule E of the Draft OCP as Stream #30. The watercourse consists of a well defined channel cut through high clay content soils, with clay banks and fairly uniform clay channel substrates (Photographs 1 – 4) through the length of channel surveyed. Average channel width was approximately 1.4 m with a flood channel of approximately 3.0 m. The channel is entrenched within a narrow, steep sided ravine. Due to the lack of spawning substrates, chronic turbidity associated with the clay channel and seasonal nature of the stream, overall fish habitat values were rated as low. No fish were observed during the survey.

A gravel surface walking trail runs along the stream within a 25 m wide corridor of dedicated parklands. Riparian vegetation is in overall good condition.

The field survey included an assessment of vegetation and survey for Sitka spruce trees on Lot 13. Five Sitka spruce trees were identified, measured and flagged on the property (Photographs 5 – 8), with two additional Sitka spruce identified adjacent to the property (Table 5). No Sitka spruce seedlings were documented during the survey.

Table 5. Sitka spruce trees on and adjacent to Lot 13

Waypoint	UTM Coordinates (WGS 84)			Comments
58	10U	312715	5423943	78 cm Dbh Sitka spruce, flagged pink, on property line
59	10U	312729	5423910	40 cm Dbh Sitka spruce, flagged pink
60	10U	312717	5423888	Mature Sitka spruce, off property, but with acute lean into property
63	10U	312714	5423766	65 cm Dbh Sitka spruce adjacent to Marine Drive, may be off property
64	10U	312733	5423802	130 cm Dbh Sitka spruce
65	10U	312733	5423815	75 cm Dbh Sitka spruce
67	10U	312751	5423872	41 cm Dbh Sitka spruce

The property consists of a previously disturbed rock quarry site in the southern half of the property, with the remainder forested in mixed age western hemlock, western redcedar, shore pine and occasional Sitka spruce. The understorey is typical of the Ucluth peninsula and includes dense salal, evergreen huckleberry, salmonberry, deer fern and sword fern.

Evidence of wildlife use documented during the survey included low numbers and diversity of common resident forest songbirds (spotted towhee, winter wren, Steller’s jay), red squirrel and blacktail deer. No active bird nests or nests belonging to those species protected under Section 34(b) of the provincial *Wildlife Act* (i.e. raptors / herons) were found during the survey.

4.0 Watercourse Setbacks

The setbacks required under Section 306.2 of Zoning Bylaw No. 1160, 2013 are 30 m from the natural boundary, except as expressly otherwise specified in a Zone, or in a registered covenant under section 219 of the *Land Title Act* in favour of the District or the Province.

Section 1.0 of Appendix A of the District of Ucluelet’s OCP indicates that “*The Riparian Area Regulation (RAR) assessment methods are to be followed with additional consideration of cumulative impacts of development along the entire length of the stream or wetland.* Section 2.1 of Appendix A indicates that *there will be a minimum setback of 5 meters on all streams in the DPA regardless of whether they are fish bearing or not, as they are corridors for animals. The QEP will use their own discretion to determine further setbacks or default to the “riparian assessment area” distances,* as stated on page 2, in the *Riparian Areas Regulation*, July 27 2004.

Under the RAR’s Detailed Assessment Method, the unnamed watercourse adjacent to the west side of Lot 13 would receive 10 m Streamside Protection and Enhancement Area (SPEA) setbacks, measured in horizontal distance perpendicular from the high water mark. Watercourse setbacks are shown on Figures 2 and 3.

Figure 2. Site survey plan overlaid on August 2016 air photo with watercourse setbacks

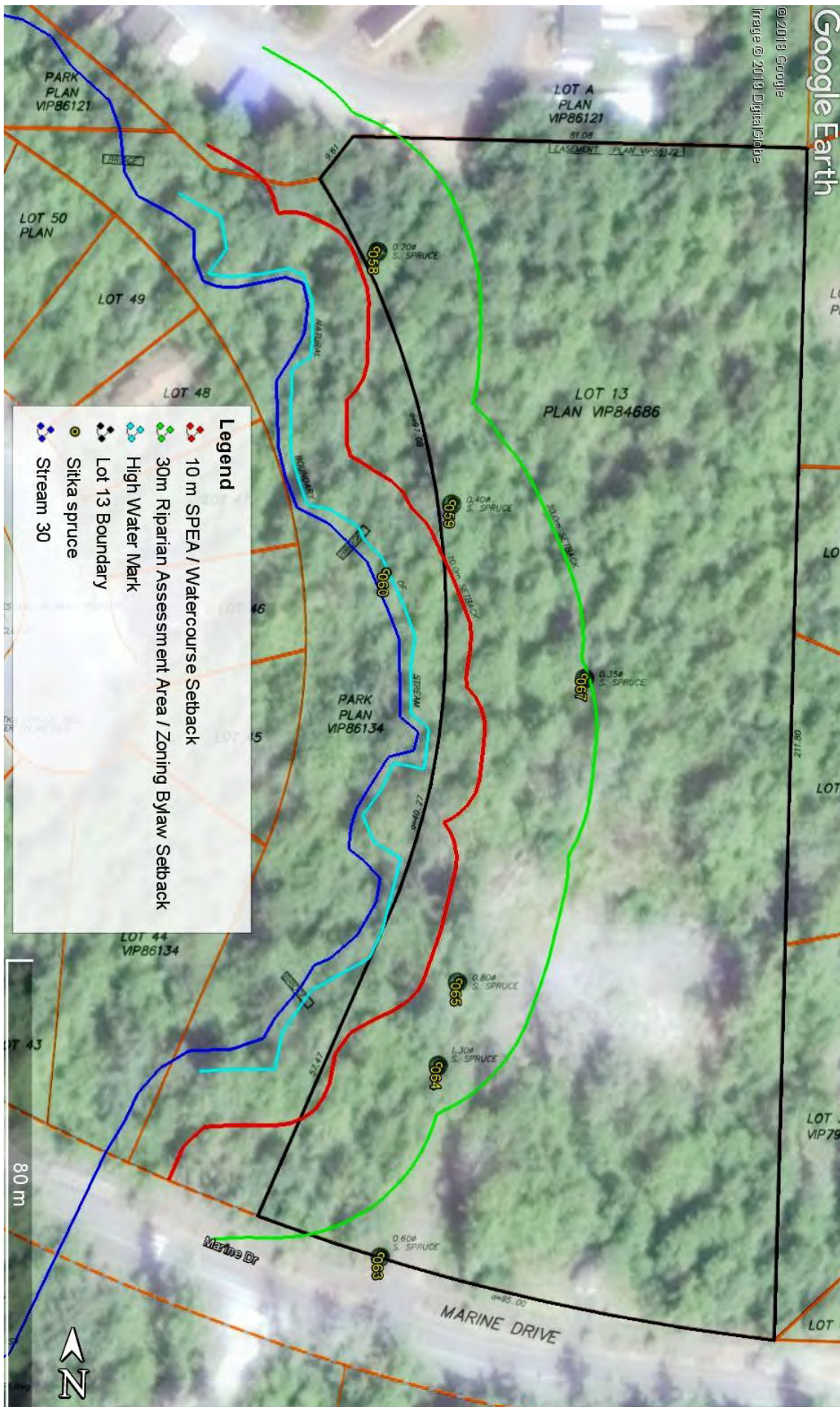


Figure 3. Conceptual site layout plan overlaid on August 2016 air photo with watercourse setbacks

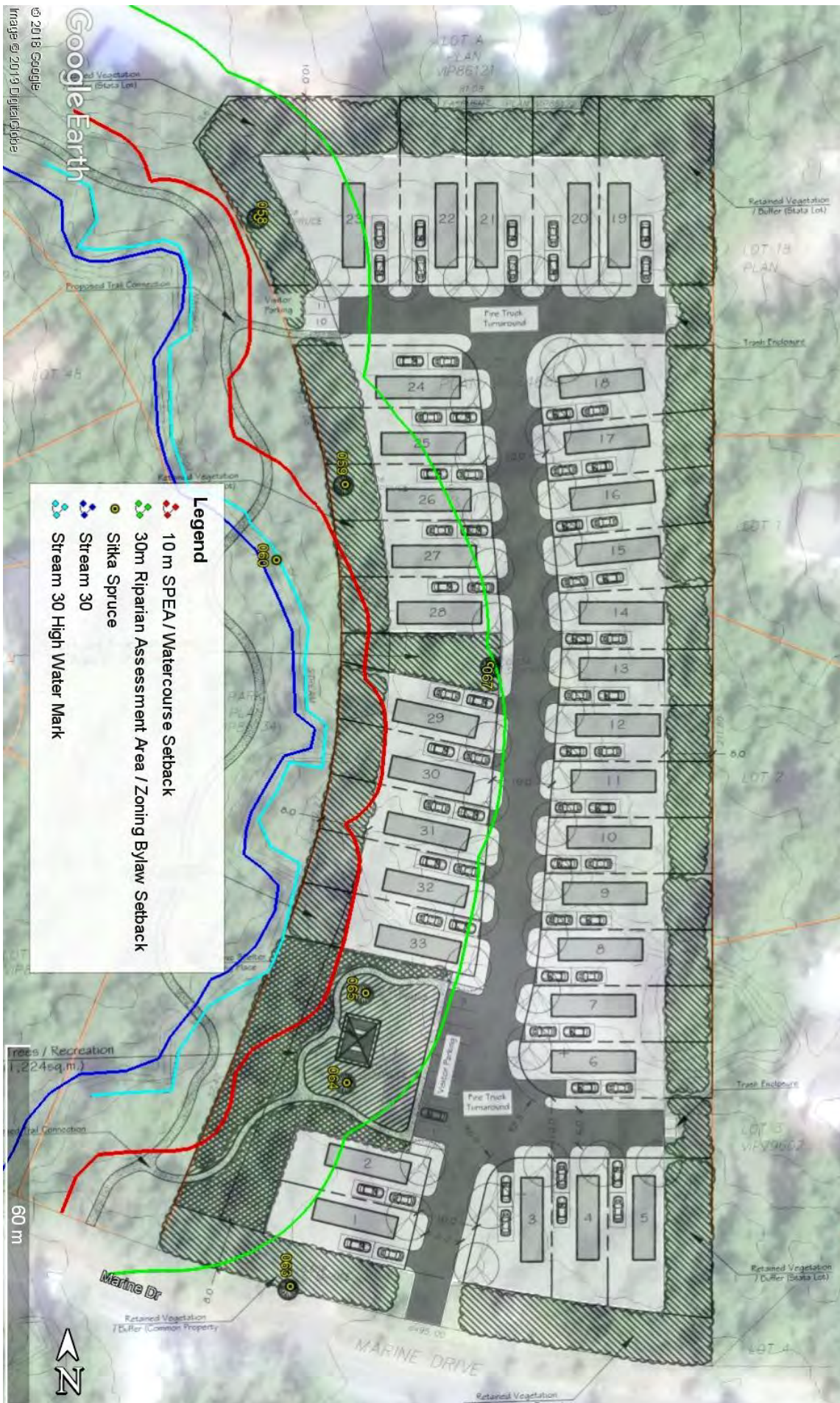
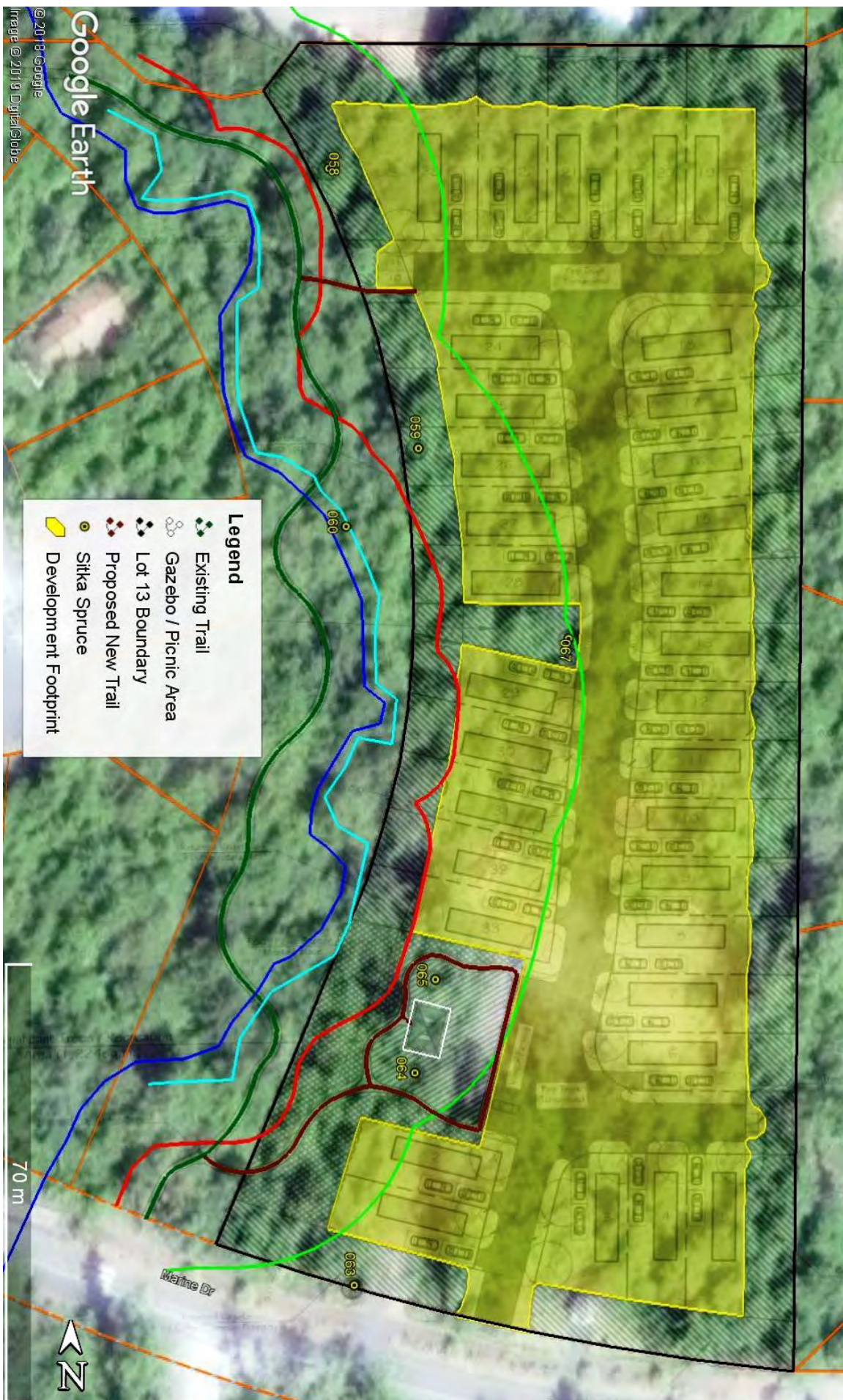


Figure 4. Conceptual Development Plan Footprint



5.0 Assessment of Potential Development Impacts

The footprint of the conceptual proposed development plan (Figure 4) preserves the Sitka spruce trees on the property, does not intrude within the 10 m SPEA setback and preserves a significant buffer of native vegetation around the border of the property.

6.0 Discussion & Recommendations

Section 1.0 of Appendix A indicates that “*The Riparian Area Regulation (RAR) assessment methods are to be followed with additional consideration of cumulative impacts of development along the entire length of the stream or wetland*”. While these directions appear to suggest that the provincial *Riparian Areas Regulation (RAR)* applies within the District of Ucluelet, our review of the information contained on provincial RAR website indicates that the RAR does not apply in the District of Ucluelet. This important fact should be clearly stated within Appendix A. The information contained in Appendix A indicates that “*There will be a minimum setback of 5 meters on all streams in the DPA regardless of whether they are fish bearing or not, as they are corridors for animals*”, however under the RAR’s Assessment Methods the minimum permissible setback is 10 m.

Under the RAR, the stream adjacent to Lot 13 would receive 10 m Streamside Protection and Enhancement Area (SPEA) setbacks, compared to the 30 m setback required by the District’s Zoning Bylaw. The Zoning Bylaw’s watercourse setback requirements appear to conflict with the Section 2.1 of Appendix A of the District’s OCP which states that *there will be a minimum setback of 5 meters on all streams*.

We recommend 10 m setbacks for the unnamed stream (Stream 30) adjacent to Lot 13.

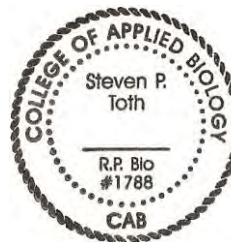
Based on the footprint of the conceptual layout we would consider the proposed development to represent minimal potential impact to environmentally sensitive features on and adjacent to Lot 13.

Please contact us if you require any additional information.

Sincerely,
Steve Toth, ASCT, R.P.Bio.



Toth and Associates Environmental Services



STATEMENT OF LIMITATIONS

This report was prepared exclusively for Andrew McLane by Toth and Associates Environmental Services. The quality of information, conclusions and estimates contained herein is consistent with the level of effort expended and is based on: i) information available at the time of preparation; ii) data collected by Toth and Associates Environmental Services, their contractors and/or supplied by outside sources; and iii) the assumptions, conditions and qualifications set forth in this report. This report is intended to be used by Andrew McLane only. Any other use or reliance on this report by any third party is at that party’s sole risk.

6.0 SURVEY PHOTOS



Photograph 1. March 5, 2019. View upstream on Stream #30 to footbridge crossing.



Photograph 2. March 5, 2019. View downstream on Stream #30.



Photograph 3. View of typical clay channel and turbidity on Stream #30.



Photograph 4. View of typical section of stream channel on Stream #30.



Photograph 5. View of 78 cm Dbh Sitka spruce at waypoint 058.



Photograph 6. View of Sitka spruce with acute lean into property at waypoint 060.



Photograph 7. View of 65 cm Dbh Sitka spruce at waypoint 063.



Photograph 8. View of 1.3 m Dbh Sitka spruce at waypoint 064.

Appendix A. Statement of QualificationsSTATEMENT OF QUALIFICATIONS

Mr. Steven Toth, AScT, R.P.Bio is the owner and operator of Toth & Associates Environmental Services. Mr. Toth has 26 years of experience in the environmental consulting industry as a Registered Professional Biologist and Applied Science Technologist. Work experience consists of a diverse range of projects including environmental impact assessments, wildlife and ecological inventories, riparian area assessments, urban / sub-urban biophysical inventories, detailed fish habitat assessments, fisheries inventories, stream, lake and wetland classification, fisheries research and population assessments, forestry audits, water quality and environmental monitoring. Project experience includes:

- >350 Biophysical inventories for various land development projects;
- > 220 provincial *Riparian Areas Regulation* Assessments;
- 24 Wildlife EIAs for run-of-river hydropower developments;
- >50 Raptor and heron nest tree assessments;
- 4 Watershed Restoration Program Overview and Level 1 Fish Habitat Assessments, along with numerous other fisheries related projects;
- >50 environmental and water quality monitoring projects;
- 5 large scale 1:20,000 Forest Renewal B.C. Fish and Fish Habitat Inventories;
- >180 lake surveys conducted according to RISC standards and DFO's juvenile sockeye assessment methodologies; and,
- >40 Tree surveys for tree removal permit applications

EXAMPLES OF AREA PROJECT EXPERIENCE

Screening Level Ecological Inventory of Lots 3, 4, 5 and District Lot 283, Clayoquot District. *For Streamline Environmental Consulting Ltd. & Weyerhaeuser Co. Ltd.*

EIA of the Canoe Creek Hydroelectric Project. *For Streamline Environmental Consulting Ltd. & Tla-o-qui-aht First Nation.*

EIA of the Haa-ak-suuk Creek Hydroelectric Project. *For Streamline Environmental Consulting Ltd. & Tla-o-qui-aht First Nation.*

EIA of Klitsa, Maraude and South Sutton Creek Hydroelectric Projects. *For Streamline Environmental Consulting Ltd.*

EIA of a portion of Lot 479, Port Albion Road, Ucluelet, B.C. *For B.C. Hydro.*

Bio-inventory of District Lot 122, Clayoquot Land District, Tofino, B.C. *For Lanarc Consultants Ltd.*

Bio-inventory of District Lot 363 of the Ahousaht Lands, Flores Island, B.C. *For McGill and Associates Engineering Ltd. & Ahousaht First Nation.*

Bio-inventory of Lot 1431, Pacific Rim Highway, Tofino, B.C. *For Streamline Environmental Consulting Ltd.*

Juvenile Sockeye Stock Assessment 1994 – 1997 (included Kennedy, Muriel & Megin Lakes). *For Triton Environmental Consultants and Fisheries & Oceans, Canada.*

NG

From: Nigel Gray nigel.macdonaldgray@telus.net
 Subject: Fwd: Data Request: Andrew McLane - ACMC HOLDINGS INC
 Date: July 18, 2019 at 10:53 AM
 To:

From: "Cooper, Diana FLNR:EX" <Diana.Cooper@gov.bc.ca>
 Date: June 21, 2019 at 9:21:09 AM PDT
 To: 'Andrew McLane' <andrewmclane@shaw.ca>
 Subject: RE: Data Request: Andrew McLane - ACMC HOLDINGS INC

Hello Andrew,

Thank you for your data request regarding Lot 13 Marine Drive, PID 027473538, LOT 13 DISTRICT LOT 283 CLAYOQUOT DISTRICT PLAN VIP84686. Provincial records indicate previously recorded archaeological site **Dfsj-104** was recorded on the south end of the property near the road. **Dfsj-104** was comprised of two culturally modified trees (CMTs), which were recorded in 2006 under HCA Permit 2006-0048 and subsequently removed from the property under Site Alteration Permit 2007-0257. There are no other known archaeological sites recorded on the property.

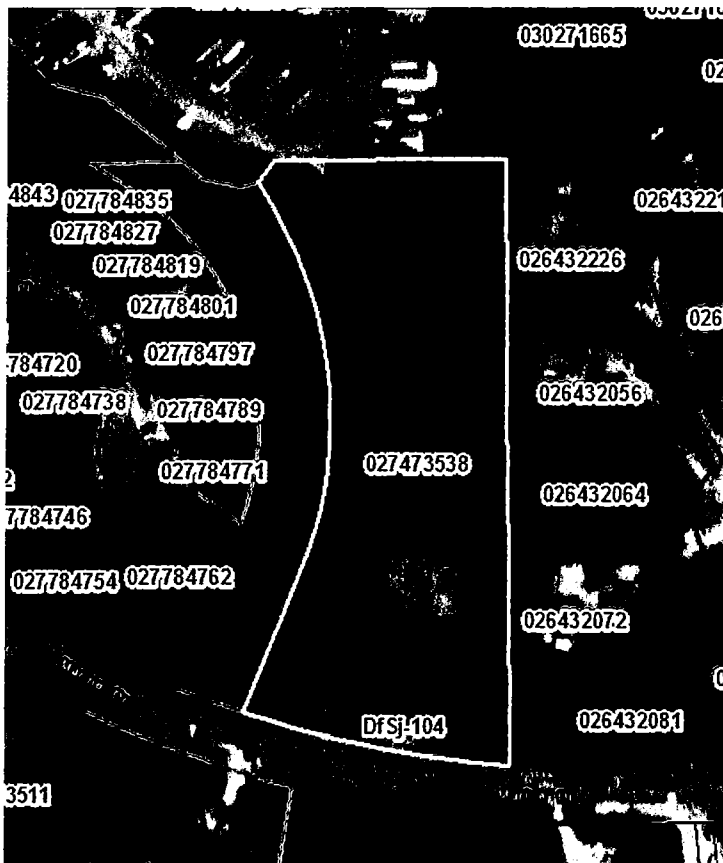
There is always a possibility for unknown archaeological sites to exist on the property. Archaeological sites (both recorded and unrecorded) are protected under the *Heritage Conservation Act* and must not be altered or damaged without a permit from the Archaeology Branch. If an archaeological site is encountered during development, activities must be halted and the Archaeology Branch contacted at 250-953-3334 for direction.

Please review the screenshot of the property below (outlined in yellow). If this does not represent the property listed in the data request, please contact me.

Please let me know if you have any questions regarding this information.

Kind regards,

Diana



Location of Dfsj-104. The cross-hatching indicates that the site was legaced after the 2 CMTs were removed. Legacy status

Format Required
Who Prompted

Walter Gray or Macdonald Gray Consultants, Architects.
PDF, Map(s)
My local government

File Attachment#1
File Attachment#2
File Attachment#3
File Attachment#4
File Attachment#5



Lewkowich Engineering Associates Ltd.
 geotechnical • health, safety & environmental • materials testing

ACMC Holdings Ltd.
 PO Box 124
 Parksville, BC
 V9P 2G3

File Number: F7252.01
 Date: June 26, 2019

Attention: Mr. Andrew McLane

**PROJECT: LOT 13, MARINE DRIVE, UCLUELET, BC
 AFFORDABLE HOUSING DEVELOPMENT**

**LEGAL: LOT 13, DISTRICT LOT 283, CLAYOQUOT DISTRICT, PLAN
 VIP84686**

SUBJECT: GEOTECHNICAL ASSESSMENT

Dear Mr. McLane:

1. INTRODUCTION

As requested, Lewkowich Engineering Associates Ltd. (LEA) has carried out a geotechnical assessment of the above referenced property. This report provides a summary of our findings and recommendations.

2. BACKGROUND

- a. LEA understands the proposed development would consist of subdividing the parcel in to thirty-three (33) strata lots for affordable housing, each supported by a cast-in-place concrete foundation system with crawlspace. The development will also include the installation of associated civil works and services and paved driveway areas.
- b. As per the 2011 District of Ucluelet Official Community Plan (OCP), LEA understands the property is located within Development Permit Area No. 8 (Former Forest Reserve Lands), as shown on the OCP Schedule 'C' – Development Permit Ares map.
- c. A Geotechnical Report is required stating what (if any) natural hazards exist, and to provide comments and recommendations for those hazards for the safe and suitable development of the land. We understand the primary concern regarding any hazards relates to oceanic flood levels and steep slopes of 30° or greater.

Client: ACMC Holdings Ltd.
 Project: Lot 13, Marine Drive, Ucluelet, BC
 Affordable Housing Development
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3. ASSESSMENT OBJECTIVES

Our assessment, as summarized within this report, is intended to meet the following objectives:

- i. Determine whether the land is considered safe for the use intended (defined for the purposes of this report as subdividing the parcel in to thirty-three (33) strata lots) for affordable housing, each supported by a cast-in-place concrete foundation system with crawlspace, with the probability of a geotechnical failure resulting in property damage of less than:
 - 2% in 50 years for geotechnical hazards due to seismic events, including slope stability; and,
 - 10% in 50 years for all other geotechnical hazards, except tsunami hazards, and flooding hazards to a 1 in 200 year occurrence level.
- ii. Identify any geotechnical deficiency that might impact the design and construction of the building, and prescribe the geotechnical works and any changes in the standards of the design and construction that are required to ensure the land, buildings, and works and services are developed and maintained safely for the use intended.
- iii. Acknowledge that Approving and/or Building Inspection Officer may rely on this report when making a decision on applications for the development of the land.

4. ASSESSMENT METHODOLOGY

- a. A visual reconnaissance of the property was carried out on June 19, 2019, which included hand probing of the subsurface soils using a T-Bar and observations of the existing site conditions, topography, and proposed building locations.
- b. LEA also reviewed the proposed layout site plan prepared by Macdonald Gray, and available topographical information provided by the District of Ucluelet's LIDAR map.

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5. SITE CONDITIONS

5.1. General

- a. The proposed development property is located in the central eastern region of Ucluelet, BC, on the north side of the Marine Drive near Brown's Beach.
- b. The subject parcel is currently zoned as a "Comprehensive Development Sub-Zone" (CD-5C) property identified generally as "Former Weyco Forest Lands", and specifically as "Oceanwest". The parcel is bound to the west by other "Comprehensive Development Sub-Zone 5-C" (CD-5C) properties, including an establish trail corridor; to the east by "Comprehensive Development Sub-Zone 3" (CD-3) properties identified as "Rainforest"; to the north by "Manufactured Home Park" (MH) property; and to the south by Marine Drive. Brown's Beach is also located at the north extent of a prominent surge channel to the immediate south of Marine Drive and the subject parcel.
- c. The property is generally rectangular in shape with a total land area of 3.7-acres. In general, the terrain is somewhat level from the road frontage through the center of the parcel, with the exception of a well-defined stream channel that follows the west side of the property. Undulating exposed bedrock outcropping can also be found south of the center of the property, with large boulders and rock rubble indicating previous site manipulation by way of rock breaking or blasting. Steep slopes were observed on the north side of the bedrock outcrop, estimated to be between 30°-60°. LEA also noted a buried 600mm diameter culvert in an east to west orientation near the center of the parcel. A 2.0m to 3.0m high, approximately 1H:1V (45°) bank was also noted at the north and northeast extent of the property. It is presumed this bank consists of shallow to near-surface bedrock.
- d. The general surface of the subject property is covered with salal, dense brush, tall grasses, and immature to mature trees and stumps throughout the parcel, with the exception of a

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gravel and rock rubble access lane immediately north of Marine Drive.

5.2 Soil Conditions

- a. LEA inspected the soil conditions at various locations across the subject parcel by way of hand probing using a T-bar.
- b. In general, the soil strata consists of approximately 450mm to 600mm of organic silt and debris (roots, wood) overlying dense to very dense sub soil (interpreted to be glacial till and or bedrock). Based on the native ground conditions that LEA has observed at other properties in the area, the expected subgrade soils should consist of bedrock and or dense glacial till throughout the proposed building area.
- c. Based on the buried 600mm culvert found in the approximate center of the parcel, isolated areas of fill material may be present.
- d. The bedrock in this region is typically moderately fractured near surface (1.5m) to homogenous with depth. These rock formations are categorized as undivided volcanic rocks part of the Pacific Rim Complex, and date back to the late Triassic to Cretaceous period.
- e. Depths are referenced to the existing ground surface at the time of our field investigation. Soil classification terminology is based on the Modified Unified classification system. The relative proportions of the major and minor soil constituents are indicated by the use of appropriate Group Names as provided in ASTM D2487 Figures 1a, 1b, and 2. Other descriptive terms generally follow conventions of the Canadian Foundation Engineering Manual.

5.3 Groundwater

- a. There was no groundwater seepage observed during the field investigation; however, due to the undulating topography and shallow, impermeable subgrade it is possible low-lying areas

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may be subject to water pooling during the wet season.

- b. Groundwater levels can be expected to fluctuate seasonally with cycles of precipitation. Groundwater conditions at other times and locations can differ from those observed during our preliminary assessment. It is expected groundwater levels may vary across the site, with surface flow channels towards the defined stream during the height of the rainy season.

5.4 On Site Infiltration and Stormwater Disposal

- a. As part of the geotechnical investigation, field observations of the subgrade soil conditions with respect to the on-site infiltration and disposal of stormwater were carried out.
- b. In general, subgrade soil conditions are expected to consist of organic materials overlying dense to very dense glacial till and / or bedrock.

5.5 Natural Hazards – Steep Slope & Tsunami Inundation

- a. In general, steep slopes greater than 30° are confined to two areas on the property, specifically across the northern extent, and along the north side of the exposed bedrock to the south and east of the parcel center. The maximum height of these steep slopes varies from approximately 2.0m to 5.0m, orientated between 30°-60°.
- b. A review of the District of Ucluelet LIDAR map reveals the defined stream channel to the immediate west of the property also contains banks greater than 30°. The maximum height of these banks range from 1.5m to 2.0m.
- c. A review of the Schedule 'G' map found in the 2018 OCP update (draft) reveals a portion of the subject property falls within a development permit area for hazardous conditions, specifically "shoreline areas that may be subject to flooding". In this case, the risk of flooding is related to tsunami inundation.

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- d. While the severity and frequency of tsunamis are impossible to predict, there is geological evidence to indicate large tsunamis originating from both distant and nearby earthquakes have impacted the West Coast of Vancouver Island in the past. Coastal communities along BC's west coast are therefore at high risk of flood hazard caused by tsunamis due to the tectonically unstable Pacific Rim.
- e. Tsunami wave heights and inundation can vary significantly due to location, the shape of the coastline and offshore bathymetry, topography, and tides. For the westcoast the current guidelines estimate a tsunami wave height of 3.0m and wave run-up of 6.0m, with an expected subsidence of 1.0m during a large seismic event. Therefore, in preparation of this report we have considered the location of the property immediately north of the prominent surge channel at Brown's Beach.
- f. In the absence of a site specific topographic survey we have reviewed elevations across the property and neighboring trail corridor using the available LIDAR information provided by the District of Ucluelet. In general, elevations range from a low of approximately 9.6m geodetic (stream bed) to a high of 23.0m geodetic (northeast corner of subject property).

6. CONCLUSIONS AND RECOMMENDATIONS

6.1 General

- a. From a geotechnical point of view, the land is considered safe for the use intended (defined for the purposes of this report as subdividing the parcel in to thirty-three (33) strata lots) for affordable housing, each supported by a cast-in-place concrete foundation system with crawlspace, with the probability of a geotechnical failure resulting in property damage of less than:
- 2% in 50 years for geotechnical hazards due to seismic events, including slope stability; and,

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- 10% in 50 years for all other geotechnical hazards, except tsunami hazards, and flooding hazards to a 1 in 200 year occurrence level, provided our recommendations are followed.

- b. Based on discussions with the client regarding the proposed building design, and information gathered from our assessment, it is LEA's opinion the property is suitable given our recommendations and applicable setbacks are followed.

6.2 Foundation Design & Construction

- a. Prior to construction, the building areas should be stripped to remove all unsuitable materials to provide an undisturbed natural soil subgrade for footing support.
- b. Foundation loads should be supported on natural undisturbed soil approved for use as a bearing stratum by our office and may be designed using the following values:
 - i. For foundations constructed on structural fill, as outlined in Section 6.4 of this report, a Service Limit State (SLS) bearing pressure of 150 kPa, and an Ultimate Limit State (ULS) of 200 kPa may be used for design purposes. These values assume a minimum 0.45m depth of confinement or cover.
 - ii. For foundations constructed entirely upon bedrock, a Service Limit State (SLS) bearing pressure of 250 kPa, and an Ultimate Limit State (ULS) of 333 kPa may be used for design purposes.
- c. Exterior footings should be provided with a minimum 0.45m depth of ground cover for frost protection purposes.
- d. Prior to placement of concrete footings, any bearing soils that have been softened, loosened, or otherwise disturbed during the course of construction should be removed, or else compacted following our recommendations for structural fill. Compaction will only be

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feasible if the soil has suitable moisture content and if there is access to heavy compaction equipment.

- e. LEA may provide further recommendations for founding directly on bedrock, based on the conditions encountered during construction.
- f. Settlements should be within the ranges considered "Normal and Tolerable" for typical wood frame buildings. These ranges are usually taken as being 20mm to 25mm total, and 10mm to 15mm differential between typical column spacing.
- g. The Geotechnical Engineer should evaluate the bearing soils at the time of construction to confirm that footings are based on appropriate and properly prepared founding material.

6.3 Removal of Unsuitable Materials and General Excavation Recommendations

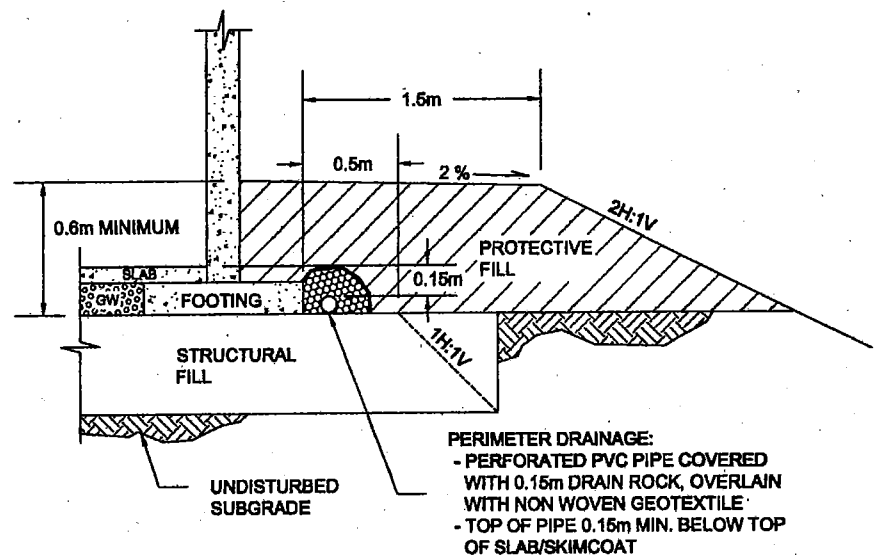
- a. Prior to construction, all unsuitable materials should be removed to provide a suitable base of support. Unsuitable materials include any non-mineral material such as vegetation, topsoil, peat, fill or other materials containing organic matter, as well as any soft, loose, or disturbed soils.
- b. Based on our limited field investigation, we expect unsuitable materials to a maximum depth of 1.0m, with the exception of possible rock rubble fills throughout the center of the parcel (depth and thickness unknown). Actual conditions may vary and become more apparent during construction.
- c. Groundwater ingressing into any excavations should be controlled with a perimeter ditch located just outside of the building area, connected to positive drainage.
- d. The Geotechnical Engineer is to confirm the removal of unsuitable materials and approve the exposed competent inorganic subgrade.

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6.4 Structural Fill

- a. Where fill is required to raise areas that will support buildings, slabs, or pavements, structural fill should be used. The Geotechnical Engineer should first approve the exposed subgrade in fill areas, to confirm the removal of all unsuitable materials. Wherever possible, the thickness of structural fill should be consistent in all areas below the footing elevation to minimize potential of differential settlements.
- b. Structural fill should be inorganic sand and gravel or well-graded crushed rock. If structural fill placement is to be carried out in the wet season, material with a fines content limited to 5% passing the 75 μ m sieve should be used, as such a material will not be overly sensitive to moisture, allowing compaction during rainy periods of weather.
- c. Structural fill should be compacted to a minimum of 95% of the corresponding Modified Proctor maximum dry density (ASTM D1557) in foundation and floor slab areas, as well as in paved roadway and parking areas.
- d. Structural fills under foundations, roadways, and pavements should include the zone defined by a plane extending down and outward a minimum 0.5m from the outer edge of the foundation at an angle of 45 degrees from horizontal to ensure adequate subjacent support. This support zone is shown in the adjacent figure.



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- e. Compaction of fill should include moisture conditioning as needed to bring the soils to the optimum moisture content and compacted using vibratory compaction equipment in lift thickness appropriate for the size and type of compaction equipment used.
- f. A general guideline for maximum lift thickness is no more than 100mm for light hand equipment such as a 'jumping-jack', 200mm for a small roller and 300mm for a large roller or heavy (>500 kg) vibratory plate compactor or a backhoe mounted hoe-pac or a large excavator mounted hoe-pac, as measured loose.
- g. It should be emphasized that the long-term performance of buildings, slabs, and pavements is highly dependent on the correct placement and compaction of underlying structural fills. Consequently, we recommend that structural fills be observed and approved by the Geotechnical Engineer. This would include approval of the proposed fill materials and performing a suitable program of compaction testing during construction.

6.5 Seismic Issues

- a. No compressible or liquefiable soils were encountered in the relatively shallow surface investigation conducted for this report.
- b. Based on the 2018 British Columbia Building Code, Division B, Part 4, Table 4.1.8.4.A, 'Site Classification for Seismic Site Response,' the soils and strata encountered during the test-pitting investigation would be 'Site Class C' (Very Dense Soil and Soft Rock) if founded on competent bedrock or approved engineered fill materials.

6.6 Natural Hazards and Slope Setbacks

- a. Based on the field reconnaissance and a desktop review of available information, it is the opinion of LEA that oceanic flooding due to tsunami inundation and steep slopes are the only aspects, or potential geotechnical hazards that may impact the proposed development of the property. Furthermore, the nature of the anticipated subgrade soil conditions (and

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general topography) is resistant to erosion and associated issues such as debris flows, torrents, and landslides.

- b. We understand through discussions with the client it is expected there will be significant manipulation of the current site topography during construction by way of rock breaking or blasting. Therefore, for buildings or driveways in proximity to the known rock outcropping that may result in steep slopes after manipulation we recommend that setbacks be provided as a precautionary measure against slope degradation or rock fall due to erosion or seismic action.
- c. In general, steep slopes ($>30^\circ$) were identified at various locations on the property, with heights ranging from 1.5m to 5.0m. As a general guideline, where buildings are set below bedrock slopes a minimum setback of 5.0m from the toe of slope is recommended to provide a landing area for potential rock fall. During construction LEA should be contacted to review any steep slopes in proximity to the proposed building locations.
- d. Due to the risk of tsunami inundation at the subject property LEA suggests a minimum floor elevation (habitable space) no less than 10.0m geodetic. This applies to either the underside of floor joists or top of a concrete slab on grade. This elevation was taken from Tofino's tsunami inundation map.
- e. If a Tsunami Warning is issued for the area, follow evacuation procedures provided by local and provincial government agencies. The "safe" designated tsunami elevation is above 20m geodetic.

6.7 Permanent Dewatering

- a. Conventional requirements of the 2018 British Columbia Building Code pertaining to building drainage are considered suitable at this site. Once final plans and tentative elevations are determined, the Geotechnical Engineer should be consulted to provide further

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dewatering data.

- b. Ground surfaces should be graded to direct surface water away from buildings and structures. Any settlement of backfill around foundations will create undesirable low areas for collection of surface water next to the building, and should be immediately corrected by placement of additional backfill to restore positive surface drainage away from buildings and structures. Settlement of backfill should be negligible provided backfill is placed and compacted following our recommendations regarding structural fill.

6.8 Pavement Design – On Site Driveways & Parking Areas

- a. Any organic or deleterious material should be removed from beneath the designated roadway, driveway, or parking areas prior to subgrade preparation. If fill is required to bring the subgrade up to a desired elevation, structural fill should be used.
- b. The subgrade should be proof rolled after final compaction and any areas showing visible deflections should be inspected and repaired.
- c. An estimated soaked California bearing ratio of 30% and a 20 year design life have been used in the following recommended pavement designs.
 - i. Areas subject to car and light truck vehicles:

Estimated E.S.A.L. = 2×10^4

Asphaltic Concrete Pavement	= 50 mm
Granular Base Course (19mm crush)	= 100 mm
Standard Subbase Preparation (SGSB)	= 250 mm

- ii. Areas subject to heavy trucks:

Estimated E.S.A.L. = 1×10^5

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Asphaltic Concrete Pavement	= 75 mm
Granular Base Course (19mm crush)	= 150 mm
Standard Subbase Preparation (SGSB)	= 300 mm

- d. It is recommended that a reinforced concrete slab be utilized where garbage dumpsters are located. The slab should be large enough to contain the disposal unit and front tires of the garbage truck during disposal operations.

7. GEOTECHNICAL ASSURANCE AND QUALITY ASSURANCE

The 2018 British Columbia Building Code requires that a geotechnical engineer be retained to provide Geotechnical Assurance services for construction of this nature. Geotechnical Assurance services include review of the geotechnical components of the plans and supporting documents, and responsibility for field reviews of these components during construction.

8. ACKNOWLEDGEMENTS

Lewkowich Engineering Associates Ltd. acknowledges that this report may be requested by the building inspector (or equivalent) of the District of Ucluelet as a precondition to the issuance of a building permit. It is acknowledged that the Approving Officers and Building Officials may rely on this report when making a decision on application for development of the land. We acknowledge that this report has been prepared solely for, and at the expense of Mr. Andrew McLane of ACMC Holdings Ltd. We have not acted for or as an agent of the District of Ucluelet in the preparation of this report.

9. LIMITATIONS

The conclusions and recommendations submitted in this report are based upon the data obtained from a limited field investigation. The nature and extent of actual site conditions may not become evident until construction or further investigation. The recommendations

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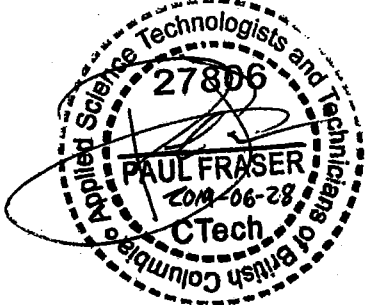


given are based on the subsurface soil conditions encountered during the limited field investigation, current construction techniques, and generally accepted engineering practices. No other warrantee, expressed or implied, is made. Due to the geological randomness of many soil formations, no interpolation of soil conditions has been made or implied. If other soils are encountered, unanticipated conditions become known during construction or other information pertinent to the structures become available, the recommendations may be altered or modified in writing by the undersigned.

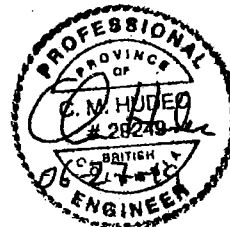
10. CLOSURE

Lewkovich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or additional requirements at this time, please contact us at your convenience.

Respectfully Submitted,
Lewkovich Engineering Associates Ltd.



Paul Fraser, B.A., CTech
 Senior Technician



Chris Hudec, M.A.Sc., P.Eng.
 Senior Project Engineer



STAFF REPORT TO COUNCIL

Council Meeting: November 26, 2019
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: BRUCE GREIG, MANAGER OF COMMUNITY PLANNING

FILE NO: 3360-20-RZ19-05

SUBJECT: BEST PRACTICES FOR DELIVERING AFFORDABLE HOUSING

REPORT NO: 19- 154

1.0 RECOMMENDATION:

This report is for information only.

2.0 PURPOSE

The purpose of this report is to provide further information on best practices and approaches for supporting affordable housing development in the District of Ucluelet. This report describes key considerations for Council regarding affordable housing and outlines a number of mechanisms for its delivery.

The following provides a summary of recommended best practices for developing and maintaining affordable housing. These include clear approaches for initiating affordable housing projects, building design and construction, establishing mechanisms for ensuring affordability, and securing partnerships for the long-term maintenance and management of the housing.

3.1 Defining Affordable Housing and Housing Needs

A key first step in introducing affordable housing initiatives is understanding the current housing needs of the community (i.e. what type of housing is required and how much) and clearly defining what constitutes “affordable” in Ucluelet. The current definition of affordable housing in the District of Ucluelet Official Community Plan is:

“Affordable Housing is defined as housing suitable for households of low & moderate income (with incomes that are 80% or less than the median household income in the District of Ucluelet as reported by Statistics Canada and as defined by Canada Mortgage Housing Corporation, CMHC).”

This definition effectively captures most of the households that are affected by barriers to affordability, especially households that are under the most pressure. However, the current housing pressures faced in communities in BC are putting significant strain on all levels of income that are entering the housing market. Although pressure is most acutely felt by households with lower incomes, it is important to note that due to market conditions there are an increasing number of households that have an income that is higher than 80% of the median household incomes, that are paying over 30% of their income towards housing.

In addition to the approaches described below, it is important to note that local governments also affect housing affordability by the exercise of their powers to adopt zoning and land use regulations. The combination of permitted uses and lot sizes – which are typical matters for zoning bylaws – can greatly affect the cost of both ownership and rental housing. Critically adjusting these regulations to make housing more efficient and less costly for working households is sometimes referred to as “affordability by design”. Municipalities can achieve great impact by taking this approach, and staff have identified areas of the Ucluelet zoning bylaw deserving of review.

Forms of Affordable Housing

To ensure the viability and sustainability of affordable housing it is also important to consider the energy efficiency and quality of the units provided. Housing should be energy efficient to ensure that the units are truly affordable for the residents living there and should be built to withstand the challenging coastal weather conditions of Ucluelet.

3.2.1 Constructed Multi-Family Housing

Typically, affordable housing projects have opted for the construction of apartments as a means of meeting the needs of residents in the community. This provides the opportunity to house a great number and diversity of residents and families in a variety of units and presents opportunities for higher density and low impact development, as well as ground floor commercial potential. However, the





cost of construction for 'built' units is typically much higher per unit when compared to manufactured or prefabricated units.

For example, in the District of Sooke, the new Knox Centre is an affordable housing project that can house up to 42 families and was built with green technologies. Its central location provides residents with proximity to services that they need, and there are hopes to support a coffee shop on the ground level.



KNOX CENTRE, 42 AFFORDABLE AND ENERGY-EFFICIENT HOUSING UNITS IN SOOKE

3.2.2 Modular or Prefabricated Housing

Alternatively, as affordable housing is an important topic for many in BC, a number of companies and organizations are using modular (or prefabricated) homes as a means of delivering high quality, affordable, and efficient housing units.



MODULAR, AFFORDABLE AND ENERGY-EFFICIENT HOUSING UNITS IN WHISTLER

Modular homes are an important form of housing that provides an affordable alternative to traditional home ownership for many residents in BC. These units range in form, quality, and size, and can meet the needs of a diversity of residents, as well as delivering a more robust and energy efficient unit than mobile homes. The operation and management of affordable modular homes would function similarly to any other affordable rental or ownership, if strata.

3.2.3 Mobile or Manufacture Housing

Though providing an affordable housing option, by comparison, manufactured trailers or mobile homes tend to suffer from lower levels of energy efficiency. According to the American Council for Energy-Efficient Economy (ACEEE), those who owned a manufactured home “spent more money on their energy bills than on home loans” and spent twice as much on energy costs per square foot than those who owned a traditional single-family home.¹ It should also be noted, that affordable mobile home parks are not a common form of affordable housing developed by BC Housing and other not-for-profit housing authorities, possibly due to the stigmas that exist around mobile homes. Since non-profits conduct an important part of the operations and management of affordable housing, it may present a risk to manage properties that have a stigma associated to them. An additional consideration for the management of mobile home parks is the age and condition of the mobile homes on the site. There may be asset management implications for mobile home parks where homes are of varying age and condition.

3.2 Managing Affordable Housing

Typically, municipalities have been reluctant to manage affordable housing due to the ongoing nature of contributing to funding for operational dollars each year, ensuring tenants meet income or other tenancy requirements, and generally developing capacity and

¹ American Council for an Energy-Efficient Economy (2016). <https://aceee.org/blog/2016/08/mobile-homes-move-toward-efficiency>

resources to manage a complex housing asset. This is work; it takes a commitment of resources which have competing demands in the function of a municipality. Instead, many municipalities have found success and impact by contributing land or capital funding to affordable housing projects and supporting these projects through the development incentives. The management of affordable housing has fallen largely to non-governmental organizations, many of which are non-profit housing corporations (but could also include co-operatives).

Communities that have chosen to operate affordable housing are typically larger organizations, such as Metro Vancouver and Whistler, and typically do so at arms' length through a Housing Authority.

In other cases, Regional Districts have proposed a service fee for affordable housing. For example, the Cowichan Valley Regional District has proposed a service to provide annual capital and operating funding to the Cowichan Housing Association, and in the Comox Valley Regional District has approved the use of tax dollars to support affordable housing projects. These services are a progressive opportunity for communities to support the Comox Valley Coalition to End Homelessness 5-Year Plan to End Homelessness. However, it can be challenging to obtain full buy-in to secure approval for these services.

Another example in the Capital Regional District, is found in the Capital Region Housing Corporation (CRHC). The CRHC owns and operates 1,418 units in 46 housing complexes located among 7 municipalities. The operation is partially funded by contributions from member municipalities.

In these cases, communities work at arms length with organizations, and contribute little to the direct governance and decision-making around affordable housing projects - much like the operation of a regional library service.

3.3 Securing Partnerships

The most important first step to ensuring the sustainable management of affordable housing is to secure an operational partner—typically, this is a non-profit housing corporation. The developer should work with the operational partner to determine that the proposed project is feasible, desirable, based on community need, and to ensure that it falls within the organization's mandate and operational abilities.

The Tofino Housing Corporation is a non-profit development partner that is owned in full by the District of Tofino. The Housing Corporation's mandate is to provide affordable and attainable housing to Tofino residents and employees. Given the proximity of Tofino and Ucluelet, and the mobility of residents in the service industry of the region, it may be worth exploring options with the Tofino Housing Corporation as a potential partnership to ensure the longevity and viability of an affordable housing project in Ucluelet.

3.4 Mechanisms for Maintaining Affordable Housing

Affordable housing can be developed in a number of ways and with many different stakeholders. Maintaining the affordability of housing into the future may depend on who is involved in owning and developing the land, and who will be operating and maintaining the housing and infrastructure assets.

Under provincial financing, a lease (typically one dollar) would be signed between BC Housing and the landowner (e.g. a municipality if on District owned land), with a typical duration of 60 years. This lease typically outlines the type of housing, level of affordability (i.e. rents and potential rent escalation), responsibility for maintenance, and terms for engaging an operating partner (i.e. non-profit). Subsequently, there is a mortgage on the asset (building) which have historically been 35-year terms. A Housing Agreement is typically tied to the duration of the mortgage and ensures that the housing remains affordable for the given period. Recently, as Housing Agreements expire, BC Housing has been extending them to ensure that units remain affordable. However, if agreements are not extended, typically non-profits managing the unit who have paid down the mortgage would need to look either at adjustments to rent levels (i.e. affordability) or consider redevelopment.

Municipalities may also register Housing Agreements on projects. For example, the City of Kelowna developed a purpose-built (market-level) rental incentive program, that required developers to sign a 10-year housing agreement ensuring that units would stay as rentals. This incentive program is currently being strengthened, with a proposed Housing Agreement term of 20 years. These projects were not financed by a provincial, or federal partner.

Through CMHC's Rental Construction Financing Initiative, purpose-built market rental housing is financed at favourable terms, with an amortization period (and consequent legal / housing agreement) of 50 years. This can be paired with other CMHC programs (e.g. Co-Investment Fund) to ensure increased affordability.

Considering the multitude of options for developing, financing and maintaining affordable housing, the following four approaches have been developed to discuss ownership and management approaches for Ucluelet (see **Table 1.0** below).

Table 1.0 – Approaches for Maintaining Affordable Housing

<p>Approach 1: District of Ucluelet-Led</p> <p>The District should not maintain Affordable Housing themselves but may decide to create their own non-profit housing corporation to administer affordable housing.</p>	<ul style="list-style-type: none"> • Where there is a developable parcel, the District of Ucluelet and the developer could negotiate the portion of parcel to be dedicated for affordable housing. • The amount of affordable housing should be determined in line with the District’s policies. • If a portion of the developable parcel is subdivided, and leased or donated to the District of Ucluelet, Ucluelet could turn this over to a non-profit organization to operate or develop a non-profit housing corporation. • The land could be leased to the non-profit or to BC Housing.
<p>Approach 2: Non-Profit-Led</p> <p>An existing non-profit housing corporation would operate the affordable housing to community’s benefit.</p>	<ul style="list-style-type: none"> • The land could be leased to the non-profit to operate, maintain, and manage the provision of affordable and attainable housing. • The non-profit would likely choose to engage BC Housing and/or CMHC in a project to support capital/financing/operating needs.
<p>Approach 3: Developer-Led</p> <p>Affordability criteria, such as rental increases, are challenging to meet without financing and partners. There is little incentive for developers to maintain the assets.</p>	<ul style="list-style-type: none"> • The developer may choose to build and operate the development, with a Housing Agreement in place to ensure it remains affordable. • HousingHub is a program that is administered through BC Housing to support private developers to deliver market level rental housing, with a component of housing at affordable levels. • The units would be maintained at an affordable level through a covenant on the specific units that are below market rent. • A non-profit operator, such as Tofino Housing Corporation, may be included to manage some or all of the units.
<p>Approach 4: BC Housing-Partnership</p> <p>Involving BC Housing as a partner offers security, as they want to see the project succeed.</p>	<ul style="list-style-type: none"> • BC Housing does not often lead their own development projects, other than the supportive housing initiatives (i.e. modular supports to address homelessness). • BC Housing could play an active partnership role in Approaches 1-3, but would usually look for a non-profit/development consultant partnership to apply for funding, lead the pre-development planning and concept development, etc. • Leasing land to BC Housing could provide funding and support for the development of an affordable housing project. • The project would be operated by a non-profit housing corporation overseen by BC Housing.

3.5 Key Steps for Establishing an Affordable Housing Agreement

- Secure a partner for the operation and management of the affordable housing project.
- Work with the operational partner to determine that the proposed project is feasible, desirable, based on community need, and that it falls within the organization's mandate and operational abilities.
- Explore opportunities for partnership with BC Housing to offer security (financial and other) to ensure the success of the project.
- Determine a suitable form of housing that will be robust, energy efficient, and cost effective to maintain, especially given the harsh weather conditions in Ucluelet.

3.7 What is affordable housing?

'Affordable housing' is a commonly used term but each person or organization can interpret its meaning differently. The term 'affordable' can be used as an overarching term applying to all types of housing including standard market-based housing. Housing that is commonly considered 'social housing' or government-subsidized housing may be referred to with the term 'non-market housing'. Alternatively, the term 'market-affordable housing' may be used for housing that is market priced and meets the general requirements of affordability, based on household income.

Defining Housing Affordability

The Canada Mortgage and Housing Corporation (CMHC) defines housing as affordable when a household spends less than 30 per cent of its gross (before-tax) income on acceptable shelter. Shelter costs will differ between renters and homeowners.

Renter shelter costs	Homeowner shelter costs
Rent payment	Mortgage payment (principal & interest)
Electricity	Property taxes
Heating	Condominium/strata fees (if applicable)
Essential municipal services (i.e. water)	Electricity
	Heating
	Essential municipal services (i.e. water)

Acceptable shelter refers to housing that is adequate in condition, suitable in size, and affordable. In other words, affordable housing means housing that is available at a cost that does not compromise a household’s ability to attain other basic needs of life, including needs for food, clothing and access to education. Under these definitions, affordable housing applies to all Canadians, whether they earn \$20,000 or \$200,000 per year. It is simply a ratio of a household’s shelter costs in comparison to their income.

Preparing a community Housing Needs Assessment is a project which aims at quantifying the current supply of housing (number, type, condition, cost, etc.) and comparing it to the community’s needs (population, age, household sizes, incomes, etc.) to identify where gaps exist in the spectrum of housing supply.



Developing a Housing Needs Assessment is now required in BC for all local governments. The Districts of Ucluelet and Tofino have both budgeted to undertake a Housing Needs Assessment in 2020, and are intending to approach this study as a joint project. This kind of sub-regional approach makes sense for the west coast, where people live and work interchangeably in both towns; it is arguably one labour and housing market.

Affordability figures

The following tables provide an approximation of what shelter costs should be limited to for households earning between \$20,000 and \$100,000 in order to meet the CMHC's definition of affordability.

Rental

Gross annual income	\$20,000	\$40,000	\$60,000	\$80,000	\$100,000
30% of gross income per month	500	1,000	1,500	2,000	2,500
Less: Utilities (monthly)	(150)	(150)	(150)	(150)	(150)
Maximum rent (monthly)	\$ 350	\$ 850	\$ 1,350	\$ 1,850	\$ 2,350

Assumption: A portion of the utility cost is covered in the rent amount (i.e. water and sewer)

The table demonstrates that a household earning \$60,000 per year would need to keep its rent below \$1,350 per month to meet the definition of affordability. This figure is based on the assumption that a portion of utility costs (i.e. water and sewer) is covered in the rent amount, which is common in many rental accommodations. If heat and electricity utilities cost more than \$150 per month, then the household would need to reduce its rent accordingly to remain under the affordability threshold.

Homeowner

Gross annual Income	\$20,000	\$40,000	\$60,000	\$80,000	\$100,000
30% of gross income per month	500	1,000	1,500	2,000	2,500
Less: Utilities (monthly)	(250)	(250)	(250)	(250)	(250)
Less: Property taxes (monthly)	(25)	(80)	(135)	(185)	(240)
Max. mortgage payment (monthly)	\$ 225	\$ 670	\$ 1,115	\$ 1,565	\$ 2,010
Maximum purchase price	\$ 39,000	\$ 117,000	\$ 195,000	\$ 274,000	\$ 350,000

Assumptions: 5% down payment, 5% interest rate, 25-year amortization

In terms of home ownership, the same household earning \$60,000 would need to keep its mortgage payment below \$1,115 per month to meet the affordability threshold. Assuming a 5 per cent down payment, 5 per cent interest rate and a 25-year amortization, a maximum

mortgage payment of \$1,115 per month would allow a household to purchase a home worth approximately \$195,000.