



REGULAR MEETING OF COUNCIL
Tuesday, November 21, 2023 @ 4:00 PM
Ucluelet Community Centre
500 Matterson Drive, Ucluelet

AGENDA

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

Visit <https://ucluelet.ca/community/district-of-ucluelet-council/communicating-with-council> for Zoom login details, links to the livestream on YouTube and other information about Council meetings.

Members of the public may attend the George Fraser Room at the Ucluelet Community Centre at 500 Matterson Drive, Ucluelet BC, to hear, or watch and hear, this meeting including any electronic participation.

Page

1. CALL TO ORDER

1.1 ACKNOWLEDGEMENT OF THE YUULU?I?ATH

Council would like to acknowledge the Yuulu?i?ath, on whose traditional territories the District of Ucluelet operates.

1.2 NOTICE OF VIDEO RECORDING

Audience members and delegates are advised that this proceeding is being video recorded and broadcast on YouTube and Zoom, which may store data on foreign servers.

2. LATE ITEMS

3. APPROVAL OF THE AGENDA

4. PUBLIC INPUT & DELEGATIONS

4.1 Delegations

- Bob Hansen & Mandy Lawrenz
WildSafeBC - Pacific Rim
Re: Human-Bear Conflicts Overview, the Path Ahead & WSBC PR
Funding Request

5 - 44

[WildSafeBC Pacific Rim Annual Report Executive Summary](#)
[2023 WSBC Annual Report Appendixes](#)
[2023 11 21 - Ucluelet Delegations BH ML WSBC](#)

- Barb Beasley, Secretary
Alliance Holdings Ltd Re: Alliance Holdings Rezoning

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[Alliance Holdings Rezoning](#)
[Alliance Holdings Presentation - 11 21 23](#)

5. UNFINISHED BUSINESS
6. REPORTS
 - 6.1 2024 Council Meeting Schedule 71 - 73
Joseph Rotenberg, Manager of Corporate Services
[RTC - 2024 Council Schedule](#)
[Draft - 2024 Council Meeting Schedule](#)
 - 6.2 1300 Peninsula Road Lease to Westcoast Community Resources Society 75 - 119
Bruce Greig, Director of Community Planning
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7. NOTICE OF MOTION
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 - 8.1 Adoption Awareness Month 121 - 122
Mitzi Dean, Minister of Children and Family Development
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 - 8.2 Ownership Matters: Building Community Wealth in Canada - Invitation to Speaker Series 123 - 124
Heather Hachigian, PhD, Assistant Professor
School of Business | Royal Roads University
[2023-11-03 - Ownership Matters](#)
 - 8.3 AVICC at UBCM & Emergency Management Engagement 125 - 126
Association of Vancouver Island and Coastal Communities
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 - 8.4 Ravi Kahlon, Minister of Housing 127 - 130
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[2023-11-09 - Minister of Housing - Housing Legislation](#)
9. INFORMATION ITEMS
 - 9.1 Results of Project to Implement B&B Regulations Changes from Adoption of Ucluelet Zoning Amendment Bylaw No. 1310, 2022 131 - 137
Bruce Greig, Director of Community Planning
[RTC - Results of Project to Implement B&B Regulations Changes from Adoption of Ucluelet Zoning Amendment Bylaw No. 1310, 2022](#)
[Appendix A - Infographic](#)
[Appendix B - Sign Template](#)
10. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS
 - 10.1 Councillor Shawn Anderson
Deputy Mayor, April 1 - June 30, 2023
 - 10.2 Councillor Jennifer Hoar
Deputy Mayor, January 1 - March 31, 2023
 - 10.3 Councillor Ian Kennington
Deputy Mayor, July 1 - September 30, 2023

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

10.5 Mayor Marilyn McEwen

11. QUESTION PERIOD

12. CLOSED SESSION

12.1 Procedural Motion to Move In-Camera:

THAT the meeting be closed to the public in order to address agenda items under Section 90(1)

(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

(f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;

(j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act; of the Community Charter.

13. ADJOURNMENT

WildSafeBC Annual Report 2023 Pacific Rim Region

Prepared by: Bob Hansen & Mandy Lawrenz, WildSafeBC Pacific Rim Community Coordinators



Figure 1. 2023 WildSafeBC Pacific Rim Activities and Funders Collage

Executive Summary - Draft – November 15th, 2023

This report describes the activities of the WildSafeBC Pacific Rim Program activities between April 11th and November 30th, 2023. The Program is situated on the unceded traditional lands of the Ahousaht, Tla-o-qui-aht and Ucluelet First Nations. It includes the communities of the Ahousaht First Nation – Ahousaht, the Tla-o-qui-aht First Nation – Opitsaht – Esowista – Ty-Histanis, the District of Ucluelet, and the District of Tofino (Figure 2).

Compared to the past two years, 2023 black bear activity in the Pacific Rim program area communities was significantly lower overall.

Bear activity in communities spiked and peaked in July and then dropped off dramatically starting in August and continued to be low through the fall. This coincided with salal abundance and then runs of returning salmon.

The main source of unnatural attractants for bears in communities is solid waste. In years past bears often accessed solid waste such as garbage stored in Rubbermaid trash containers in residential sheds and unsecured commercial garbage and grease bins. These sources were rarely accessed in 2023.

Bears instead focused on the new residential trash and organics carts provided by the Alberni-Clayoquot Regional District. These containers are certified bear-resistant but are not bear-proof. This system has the potential to significantly reduce human-bear conflicts in West Coast communities if best practices for wildsafe management of the carts are employed by residents.

In 2023, the first year of this new system, most west coast residents did not adopt wildsafe cart management practices. Bears in several communities developed the skill of breaking the carabiners on trash and organics (compost) carts that were stored outside and not anchored and/or not clipped on top.

Education regarding effective cart management to deter bears was a top priority for the WildSafeBC Pacific Rim Program. The WildSafeBC Community Coordinators (WCCs) worked in close collaboration with the Alberni-Clayoquot Regional District (ACRD) on a variety of initiatives. Information on cart management best practices was incorporated in all the education, outreach and training activities delivered by the community coordinators.

This priority was included within a broad scope of human-wildlife conflict prevention activities delivered by the WildSafeBC Pacific Rim Program in 2023. At the core of the program is the on-going focus on education, outreach, training, implementation of conflict prevention best practices and infrastructure.

The WCCs performed these activities with the goals of promoting coexistence with the local wildlife and enhancing public safety within each community.

The following summarizes key program deliverables over the course of the season.

- 8 WildSafe Ranger presentations were given to 19 classes, reaching 282 youth and 20 teachers.
- 31 Presentations were given to community groups, reaching over 360 participants.
- 224 people were reached through door-to-door activities.
- 1,198 people were reached during 11 display booth days.
- 72 Facebook posts with 120 new page follower (9.5% increase) and 78 new page likes (10.6% increase) (November 12th)
- 3 additional businesses completed the WildSafeBC Business Pledge criteria bringing the total to 8, and 12 others are working hard towards making their operation “WildSafe”.
- 1 new video near completion featuring the Business Pledge Journey of the Wickaninnish Inn.
- 2 campgrounds implemented the Bare Campsite Program (BCP) and their staff participated in a BCP training workshop.
- Involved in the making of a CBC mini documentary on the BCP.
- 8 completed electric fencing projects (residents and businesses), 1 pending installation.
- and 9 detailed consultations were provided and may lead to future installations.
- 3 electric fencing workshops were delivered.
- 2 electric fencing videos were completed and posted province wide.
- 6 special initiatives were undertaken including videos, podcasts, articles, new infographics and advertisements.

The 2023 season was made possible thanks to generous financial support from the BC Conservation Foundation, the Alberni-Clayoquot Regional District, the Province of BC, the District of Ucluelet, the District of Tofino, the Clayoquot Biosphere Trust, the Wickaninnish Inn, Hotel Zed, the Pacific Sands Beach Resort, Jamies Whaling Station, the Long Beach Lodge Resort, the Tofino Coop, Gaia Grocery, the Black Rock Resort, Crystal Cove Resort, Island Return It as well as private donors. The Pacific Rim National Park Reserve, Gateway Strata Council, Tofino Times Magazine and TuffCity Radio provided much appreciated in-kind support.

Some key challenges highlighted in the 2023 season were:

- Widespread non-compliance with requirement to anchor and clip new residential trash and organics polycarts.
- The absence of a uniform Wildlife Attractant Management Bylaw adopted across the region.
- Unsecured commercial garbage, recycling and grease bins.
- Many commercial bins awaiting conversion from lift bar to self-latching design.
- Businesses using non-wildlife-resistant commercial garbage and grease bins.
- Chicken and duck coops without electric fencing.
- Freezers and fridges that are kept outdoors.
- The intentional feeding of wildlife.

Moving forward, many initiatives and collaborations are underway to address these and other challenges to help “keep wildlife wild and our communities safe”.



Figure 2. Coverage area for the WildSafeBC Pacific Rim Program.

Highlights from the 2023 Season

Wildlife Activity - Overview

Reports documented in the WildSafeBC Pacific Rim wildlife reports database indicated:

- Bear report numbers were lower from 281 in 2022 to 152 in 2023 (Figure 3).
- Cougar reports were lower from 6 in 2022 to 3 in 2023.
- Wolf reports were higher from 11 in 2022 to 19 in 2023.
- Wolf reports came mostly from areas near but outside of the communities.
- 2 bears died due to human causes in 2023, 1 from a vehicle collision and 1 was lethally euthanized following an intense close encounter involving a bear, a person and their dog.

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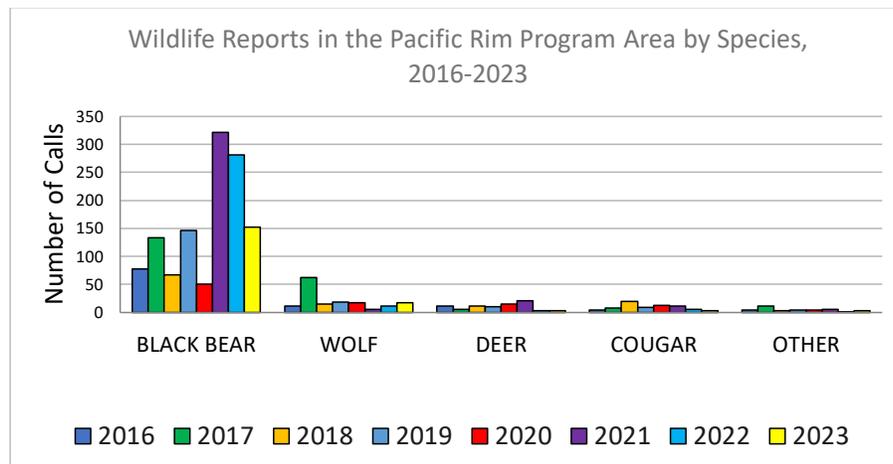


Figure 3. Wildlife reports from January 1, 2016, to November 30, 2023.

The 2023 black bear reports were significantly lower than in 2021-2022 and slightly lower than the seven-year average from January 1, 2016, to November 30, 2022. Cougar reports were lower than the seven-year average. Wolf reports were slightly lower than the seven-year average (Table 1). There were no human-wildlife conflicts reported involving wolves or cougar in 2023.

Table 1. 2023 Black bear, cougar and wolf reports over multiple years and the 2016-2022 seven-year averages.

Species	2023	2022	2021	2020	2016 to 2022 Average
Black bear	152	281	325	44	154
Cougar	3	6	12	12	10
Wolf	19	11	4	14	20

Wildlife Activity – Black Bear

Black bear activity was reported throughout the season. As in most years bears were first sighted feeding on emergent green vegetation in roadside ditches starting in March. In April there were only two bear sighting reports. Reports increased slowly in May for all the communities in the program area. Almost all early season reports were sightings and did not involve conflicts. Later in May the first human-bear conflict was reported.

There was an intense close encounter involving an aggressive bear, a person and a dog. The person and their dog were walking along a road next to the forest edge at a remote resort in Clayoquot Sound.

The bear appeared out of the forest and grabbed the dog which was off leash two meters away from the person. The bear carried the dog into the forest. Later the bear was found feeding on the dog and was euthanized.

In June reports shifted from sightings of bears (three) to reports of human-bear conflicts (14). The main sources of unnatural attractants involved were the new trash and organics polycarts distributed to residents of west communities in November 2022. Bears hitting trash and organics polycarts became the most common type of human-bear conflict report in 2023. This phenomenon will be described in more detail in a subsequent report section.

The pace of conflict incidents increased dramatically and peaked in July. There were multiple reports on most days in July. Most reports documented the activity of food-conditioned bears in Ucluelet and Tofino in the Pacific Rim program area. Reports were also received of food-conditioned bears from Millstream, Port Albion, Hitacu in the neighbouring WildSafeBC Hitacu-Macoah program area. Reports dropped off sharply in all communities in August and continued to drop in September. There were no reports from September 9th to October 5th. A medium-sized food-conditioned bear resumed activity in Tofino in October and continued into November.

The numbers graphed for 2023 were summarized from reports made to the WCCs, COS, Bylaw Services, the ACRD and PRNPR (Figure 4).

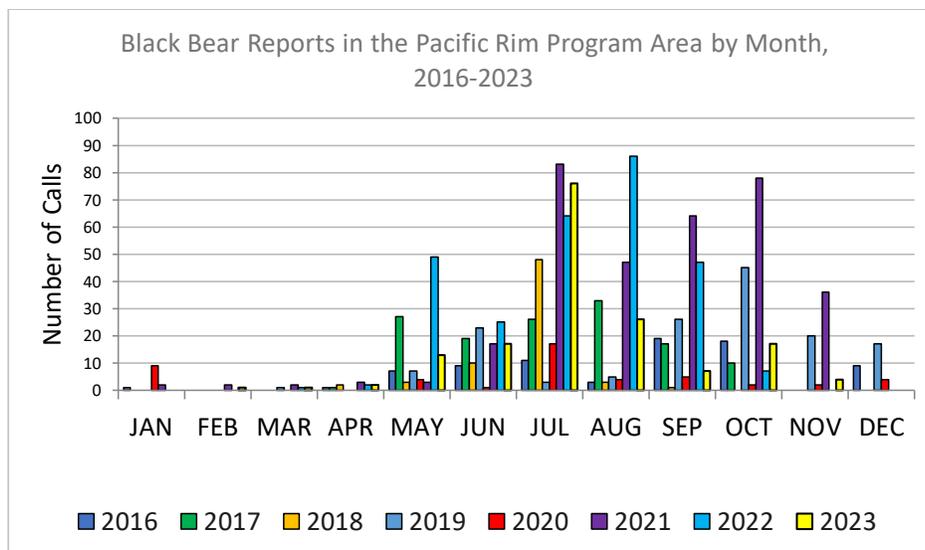


Figure 4. Black bear reports by month from January 1, 2016 to November 30, 2023.

There was generally, with the exception of July, a lower frequency of human-bear conflict reports for 2023 compared to 2022.

Incident reports from 2022 were associated with a diverse spectrum of unsecured attractants. The 2023 reports primarily involved garbage and compost (Figure 5).

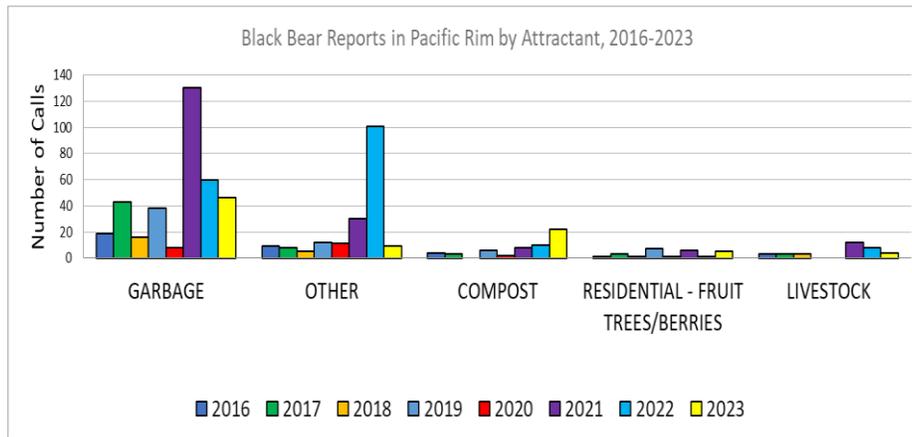


Figure 5. Black bear reports in Pacific Rim region by primary attractant from January 1, 2016, to November 30, 2023.

In the 2021 and 2022 seasons unsecured garbage inside sheds was a significant attractant issue. There were 80 reports in 2021-2022 of sheds or other structures damaged by bears seeking attractants such as garbage, recycling, pet food and freezers. In 2023 four sheds were broken into.

Many incidents in 2022 also involved unsecured commercial bins (21) and bears opening vehicles (35). There were two commercial bin incidents and no reports of bears opening vehicles in 2023.

The primary attractant issue of 2023 was improperly managed residential trash and organics polycarts. The new (November 2022) residential three stream – trash (garbage), organics (compostables) and recycling waste management system is designed to divert waste from going into the regional landfill.

In Figure 5 the Garbage bar represents 42 incident reports, 40 of which involved residential trash polycarts. All 22 of the reports for the Compost category involved residential organics polycarts.

The residential trash and organics carts are provided by the Alberni-Clayoquot Regional District. These containers are certified bear-resistant but are not bear-proof. This system has the potential to significantly reduce human-bear conflicts in West Coast communities if best practices for wildsafe management of the carts are employed by residents.

In 2023, the first bear season for the new system, most west coast residents did not adopt these practices. Bears in several communities developed the skill of breaking the carabiners on trash and organics polycarts that were stored outside.

Incident patterns emerged as the 2023 bear season progressed. The main targets for the bears were polycarts stored outside that had the carabiners clipped to lock down the trash and organics cart lids but were not anchored to prevent being dragged away. Bears on 15 occasions took the opportunity to drag carts away to somewhere more secluded where they could work on breaking into the carts. Three different bears in Ucluelet and another three bears in Tofino dragged carts away and eventually determined that the brass carabiners on the cart lids could be broken (Figure 6).



Figure 6. Bears most often dragged unanchored poly carts into secluded locations and eventually learned how to break carabiners.

Bears seemed to become more proficient over time and were able to break into carts in place rather than dragging them into the bush (Figure 7).



Figure 7 Some bears became more proficient at breaking into carts in place.

Education regarding effective cart management to deter bears was a top priority for the Alberni-Clayoquot Regional District and the WildSafeBC Pacific Rim Program. The WCCs worked in close collaboration with the ACRD on a variety of initiatives throughout the program season. Information on cart management best practices was incorporated in all the education, outreach and training activities delivered by the Pacific Rim WCCs. Details are provided in another section of this report entitled Sortn' Go West Coast Education/Outreach Collaboration.

The Livestock category in Figure 5 refers primarily to chickens and/or ducks. These reports were highest in 2021 with 12 incidents involving chickens and/or ducks. Incidents numbers were lower in 2022 at eight. Reports were less again in 2023 at four. This may be due in part to the 20 electric fencing projects for protecting livestock completed since 2019 with area residents and the WCCs (Figure 8). See the report section entitled Electric Fencing on.



Figure 8. Example of a backyard duck co-op electric fence installation in Ucluelet.

The 'Other' category shows numbers for a variety of incident types. There were three reports of outdoor freezers being accessed. One report involved pet food and there were five reports of bears accessing fruit or berries in gardens. There were two incidents where a bear entered a building and a third where the bear was scared away just as it was entering an open door.

There were 49 close encounters reported indicating that the bears on these occasions were habituated to human activity. They were indifferent to and comfortable with people being near them. They may also have been tolerant of being close to people because they were food-conditioned and their focus was on accessing unnatural, human-sourced food rewards.

On 35 occasions people employed different actions to chase a bear or bear(s) away. People used a variety of actions including yelling, throwing things, banging pots, setting off their car alarm and use bear bangers. Hazing actions such as these failed to deter bears in 23 incidents and in four events the bear bluff charged the person that was trying to scare them away (Figure 9). Bear spray was used in one incident and caused the bear to leave.



Figure 9 Food-conditioned bear showing defensive aggressive behaviour - huffed at the person yelling at it and pushed the cart towards the person.

Possible Factors Contributing to Bear Activity in Communities

The availability of natural bear foods in the region is always a significant dynamic. The west coast in 2023 experienced two periods of record-breaking weather events that would have had some effects on the availability of natural foods. April saw exceptionally high rainfall amounts and was followed by three months of drought conditions. The most abundant berry crop, salal, appeared to be better than in recent years but the ripening of the berries was delayed by several weeks compared to most years. Widespread ripening of the berries appeared to happen quickly after the return of rainfall in late July after the three months of drought. Bear activity in communities declined in August and continued to decline in September. September is a month when spawning salmon return to many local rivers.

Since 2019, 49 bears have been lost from the local area. 12 died due to vehicle collisions. Another 38 were food-conditioned bears that were lethally euthanized due to concern for public safety.

It is possible that by the late fall of 2022, most food-conditioned bears, that had learned how to break into sheds, open unsecured commercial bins, open vehicles and access other human-sourced attractants had been removed from the local bear population.

Overall, the levels of bear activity in communities were lower than in past years. Bears that did become food-conditioned focused on the new residential trash and organics carts. This resulted in a

very different season where sheds, vehicles, commercial bins, grease bins, barbeques, birdfeeders and other common unnatural food sources were rarely targeted or not at all.

Realities and Consequences of Human-Bear Conflicts

The District of Tofino and the Pacific Rim region has had a WildSafeBC program for eight seasons 2014-2015 and 2018-2023. Review of season-end reports reveals the complexity of the challenges the District of Tofino experiences in navigating its forever relationship with wildlife in this shared landscape.

Each season many dynamics are at play that affect the district's capabilities to prevent human-wildlife conflicts and to co-exist with wildlife. Some factors such as the mandating of bear-resistant waste management, official community planning, passage of bylaws and support for the WildSafeBC Pacific Rim Program are directly determined by District actions. These actions have and continue to create positive changes that support conflict reduction.

Dramatic weather events such as the heat dome, atmospheric rivers and drought, in recent years have been wild-card dynamics. They've affected the availability of natural foods relied on by local bears. Bears each year must adapt to the ups and downs of berry crops and salmon returns.

Each year some bears are tempted into conflict by unnatural, human-sourced attractants. This report and those of years past, going back to 2014, describe consistent extensive efforts to reduce the availability unnatural attractants through infrastructure improvements and reducing risk factors due to human behaviours through education, outreach, training and regulation.

Within all the interplay of complex dynamics local bears adapt and those that end up in conflict show clearly where the vulnerabilities are and where more efforts are needed. and those needs keep changing.

A quick summary of human-bear conflicts in recent years illustrates the need to be responsive

In 2021 there were six reports of one bear opening vehicles in Ucluelet and multiple bears in multiple communities learned that people were storing garbage cans and recycling in sheds - 45 sheds were broken into. Both vehicles and sheds were new categories of challenges. Thirteen bears were euthanized.

In 2022 multiple bears in Pacific Rim communities opened 35 vehicles and 36 sheds were broken into. Nine bears were euthanized.

In 2023 the picture shifted dramatically. No vehicles were opened.

Residents moved away from storing garbage, recycling and other attractants in backyard sheds. Only four sheds were broken into.

Instead, newly deployed bear-resistant trash (40 reports) and organics carts (22 reports) became the primary targets for local bears.

There are ongoing measures described in this report that can significantly reduce the risk of bears getting food rewards from trash and organics in polycarts stored outdoors. Every residence with trash and organics stored outdoors needs to have their carts anchored and always clipped before next bear season.

There have been extensive, collaborative education/outreach and training efforts on the part of the ACRD and WildSafeBC Pacific Rim and the District to inform and encourage people to manage their carts in a wildsafe way.

The Tofino Wildlife Attractant Management Bylaw has key provisions to compel corrective actions where these other efforts fail.

The emergence of the new categories of opening vehicles and breaking into sheds within a two-year span and the subsequent euthanized bears indicate the need to prepare for 2024.

At least nine bears in 2023 learned how to break into trash and organics polycarts and became food-conditioned to this unnatural food source. None of these bears were euthanized and their return, with those acquired skills, in the spring can be expected.

All residents storing trash and organics in polycarts kept outdoors need to have them anchored and clipped at all times to prevent renewal and escalation of this new category in 2024.

The Tofino Wildlife Attractant Management Bylaw needs to be formally adopted as soon as possible to allow time to plan an education and implementation strategy before the 2024 bear season.

As a key part of the co-existence journey for our region it is requested that discussions take place this winter around resourcing a year-round WildSafeBC Pacific Rim Program. There are many activities with partners that are not possible to engage in during the busiest portion of the year that also coincides with bear season.

Acknowledgements

WildSafeBC is grateful for the support and funding provided by the BC Conservation Foundation team, the Alberni-Clayoquot Regional District – General Manager of Community Services Jenny Brunn, Solid Waste Manager Paulo Eichelberger, Environmental Services Coordinator Brenda Sauve, Organics Diversion Coordinator Jodie Frank, the District of Ucluelet - Mayor Marilyn McEwen and Council, District of Tofino - Mayor Dan Law and Council, the Province of BC, Clayoquot Biosphere Trust (CBT) – Executive Director Rebecca Hurwitz, Janessa Dornstauder CBT Conservation Partnerships Coordinator, Marianne Paquet, CBT Communications Coordinator, Nicole Gerbrandt, CBT Director of Education, West Coast N.E.S.T, the Wickaninnish Inn – Owner Charles McDiarmid and Sustainability Coordinator Margaux Martin-Jarrand, Long Beach Lodge Resort – General Manager Samantha Hackett, Black Rock Oceanfront Resort - Assistant General Manager Lara Kempes and Manager on duty Josh Brown, Gaia Grocery – Owner Amorita Adair, Hotel Zed – Assistant General Manager Myles Beeby and Staff Accommodation Manager Arthur Bohler, Calvin Milliken, General Manager of Tofino Co-op, Pacific

Sands & Surf Side Grill – General Manager Sabrina Donovan and Property Operations Manager Chris Bruno, Jamies Whaling Station – General Manager Adam Doolittle and Visitor Experience Manager Kelsey Smith, Crystal Cove Beach Resort, Island Return It as well as private donors.

Thank you for crucial in-kind support from Pacific Rim National Park Reserve - Arlene Armstrong, Ecologist Team Leader, Todd Windle – Wild about Wolves Research Coordinator, Francis Bruhwiler, the Human-Wildlife Co-existence Specialist and the wildlife team, Ucluelet Bylaw Officer Brittney Willms, Bylaw Supervisor Alwyn Cox, Tofino, Director of Recreation Abby Fortune and other staff of the District of Ucluelet, Kim & Cameron Dennison from Tuff City Radio, Baku Spieler from Tofino Times Magazine, Michael Grandbois and Alec Patterson of the Provincial Parks Ranger Service, and Sgt. Daniel Eichstaedter, Andrew Riddell and Chris Miller of the Conservation Officer Service. Finally thank you to our volunteers, Jess McGarry, Jody Kirk, Benjamin Reckner and Kelsey Wight for all your time and dedication!

Appendix I – 2023 Wildlife Activity & Outreach



Figure 21. Attractant management issues in local communities



Figure 22. WildSafeBC Pacific Rim 2023 outreach to date.

Appendix II – E-Learning Promotion Resources



Figure 23. Creation of Business Cards with QR Code to promote Free Bear Safety E-Learning Course.



Figure 24. Updated handout/poster given to participants of presentations and distributed on bulletin boards in the community with QR Code for Free Bear Safety E-Learning Course.



Figure 25. Poster presented at interactive booth to promote Free Bear Safety E-Learning Course.

Appendix III – Sort’n’Go Cart Education Resources

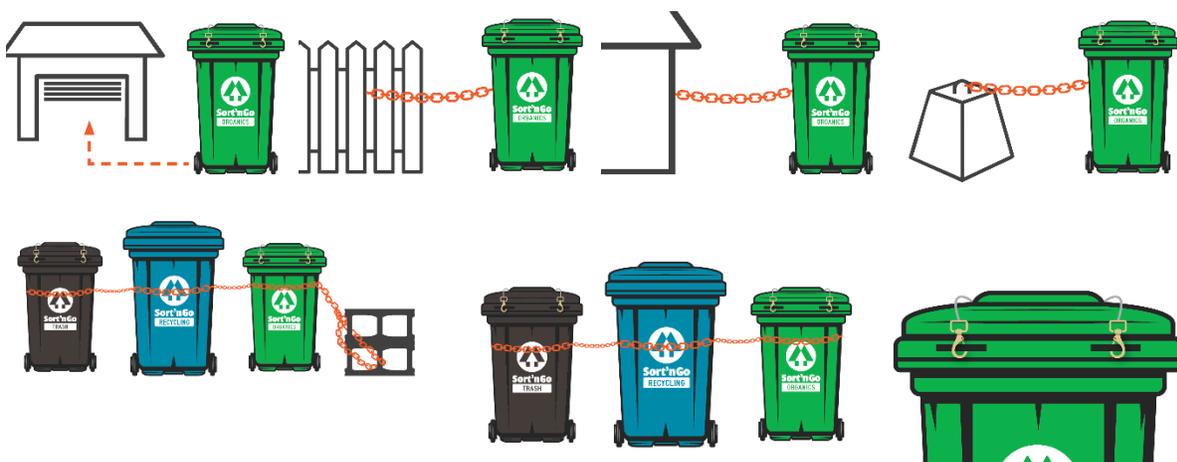


Figure 26. Icons created in collaboration with the ACRD (ZINC communication strategies) to explain ways to anchor and secure carts if they must be kept outdoors



Figure 27. Ads created for the Tofino Times Magazine to explain best practices to encourage cart anchorage

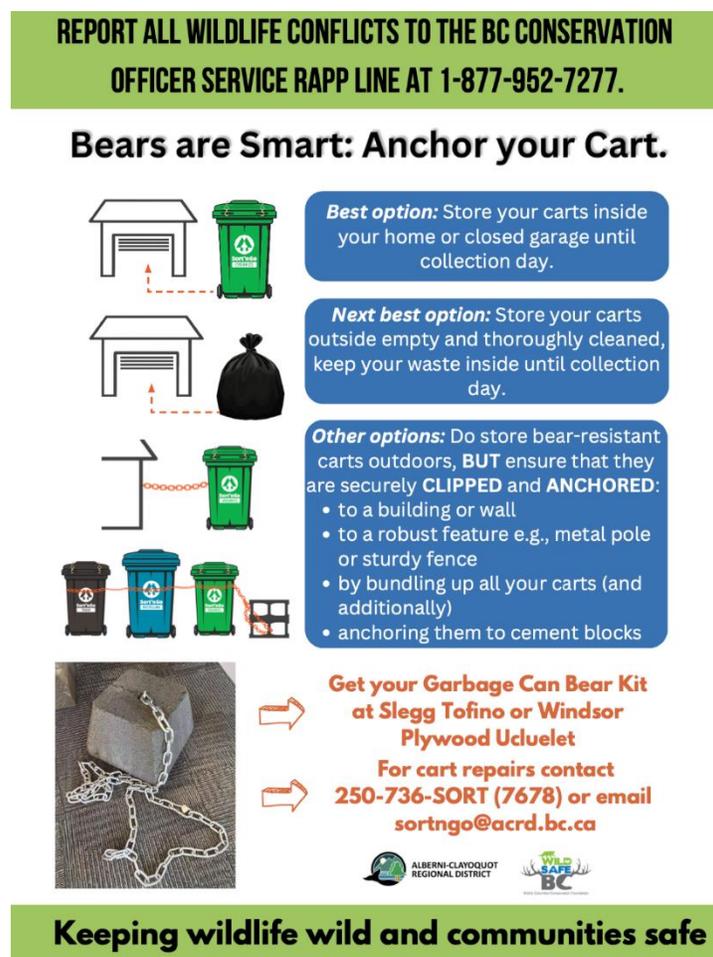


Figure 28. Poster distributed to local bulletin boards, but also presented at local hardware stores to advertise the sale of Garbage Can Bear Kits while at the same time sharing cart management guidelines

Appendix IV – BC Goes Wild 2023 Resources

WildSafeBC Photography Contest

WILD SAFE BC
British Columbia Conservation Foundation

SCAN

BC GOES WILD
WildSafeBC

Don't forget to enter the 8th Annual BC Goes Wild Photo Contest!

\$100 prize and WildSafeBC hat for the winning entry!

This year's categories are:
BC Wildlife
&
Wildlife Stewardship

To learn more about BC Goes Wild, visit www.wildsafebc.com

2023 UPCOMING WILDSAFE BOOTH DAYS

Find us at

September

- 15** Wild Pacific Trail 10AM - 1PM
Lighthouse, Ucluelet
- 16** Tofino Market 10AM - 2PM
Village Green, Tofino
- 24** Alberni Valley Rivers Day
Stamp River Provincial Park, Port Alberni 10AM - 3PM
with E-Fencing workshop!

Watch out for more to come!

pacrimewildsafebc.com

Figure 29. (Left) Poster presented at interactive booths to promote WildSafeBC photography contest, (Right) regularly updated event infographic to promote upcoming events on social media



8th Annual BC Goes Wild September 2023



What: Alberni Valley Rivers Day

Where: Stamp River Provincial Park

When: September 24th (Sunday), 10am to 3pm

Who: Family Fun Event, Free Admission

Event Details:

Join us for Alberni Valley Rivers Day to celebrate BC's great diversity of wildlife and to learn about salmon, local watersheds, how to be WildSafe and more through fun activities and information stalls. Find us at our Interactive Booth and for an Electric Fencing Workshop from 10am to 3pm at Beaver Creek Community Hall.

Learn more by contacting your local WildSafeBC Community Coordinator at:

Mandy Lawrenz (236-300-2134) & Bob Hansen (250-266-0311)
or email at pacrim@wildsafebc.com



Keeping wildlife wild and communities safe www.wildsafebc.com

Figure 30. Poster distributed in community to promote local BC Goes Wild event

Appendix V – Staff Accommodation Initiative Resources

FREE Bear Safety Online Course >>>

Be the
**WILDSAFE
STAFF
ACCOMMODATION**

Rockstar

- **Lock And Secure.**
Keep dumpsters locked and garbage&recycling bins properly closed at all times. Lock your car and remove all wildlife attractants. Close windows and doors, when you are not around.
- **Leave No Trace.**
See the world with a bears' sense. Clean after yourself and keep your outdoor environment free of wildlife attractants like garbage, recyclables, (pet) food and spilled grease.
- **BBQ Responsibly.**
Keep barbecues clean after every use and odour free.
- **Don't Feed.**
Respect wild animals by not feeding them. Food-conditioned wildlife are more likely to come into conflict.
- **Report.**
Report any wildlife sightings around the property to the management, any conflict with wildlife to the Conservation Officer Service 24/7 at 1.877.952.7277.

Be the change.
Be WildSafe.

Get in touch
Bob Hansen & Mandy Lawrenz

✉ pacrim@wildsafebc.com 🌐 www.wildsafebc.com
 📞 (250) 266-0311 or (256) 500-2154

WILD SAFE BC
British Columbia Conservation Foundation



Figure 31. Poster created to be distributed in several staff accommodations in the community

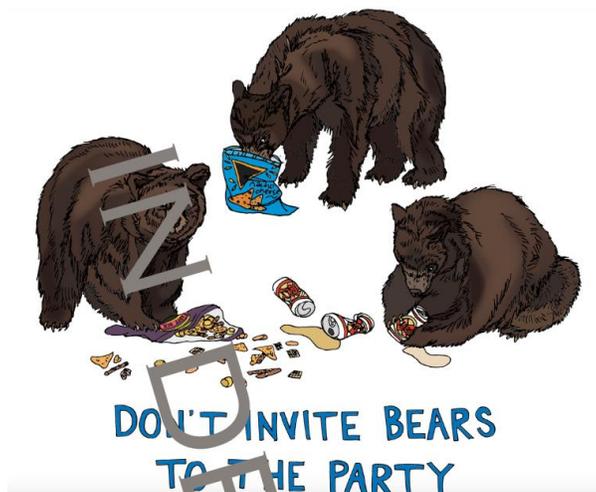


Figure 32. Illustrations created in collaboration with WildLife Illustration Co.

Appendix VI – Door-to-Door Materials



Dear Resident,

WildSafeBC is the provincial leader in preventing conflict with wildlife through collaboration, education and community solutions and is delivered by the BC Conservation Foundation in communities across BC. Bob Hansen and Mandy Lawrenz, your WildSafeBC Pacific Rim Coordinators, are working in the community to reduce human-wildlife conflict.

Your neighbourhood often experiences bear activity. They can be tempted into conflict by unsecured garbage, compost and other attractants. We wanted to alert you to this risk and to encourage you and your neighbours to secure all attractants that may lead to conflict with these bears.

If the bears do not find food, they will move on and your neighbourhood will be safer as a result. You should also be aware that it is also an offence under the BC Wildlife Act to attract dangerous animals (bears, wolves, and cougars) with unsecured attractants.

33.1(2) reads:

(2) A person must not leave or place an attractant in, on or about any land or premises where there are or where there are likely to be people, in a manner in which the attractant could

(a) attract dangerous wildlife to the land or premises, and

(b) be accessible to dangerous wildlife.

We encourage you to report any black bear sightings or conflicts in your community by calling the Conservation Officer Service at 1-877-952-7277. These reports are uploaded daily to WildSafeBC's Wildlife Alert Reporting Program (WARP) that is available for free on our website (www.wildsafebc.com/warp).

We have left behind a door hanger with a package of resources that can provide advice on how to help make your residence and community safer. **For more information on reducing human-wildlife conflict visit www.wildsafebc.com, follow WildSafeBC Pacific Rim on Facebook, or contact your local Community Coordinators.**

Note the Welcome to Wildlife Country page includes a link to important garbage pickup information and wildlife safety tips. If you provide overnight or staff accommodation, please add this to your guest or staff information binder or put it up on your fridge.

Kind Regards,

Bob Hansen and Mandy Lawrenz,

WSBC Pacific Rim Community Coordinators

pacrim@wildsafebc.com

<https://www.facebook.com/wildsafebcpacificrim>

Cell: (250)266-0311

1B - 1445 McGill Road
Kamloops, BC V2C 6K7
250-828-2551

"Keeping wildlife wild and communities safe"





Help keep bears wild! Do your part - Secure your cart!

The best option is to keep your carts inside your home or closed garage.

If that is not possible, these bear-resistant carts can be stored outdoors as long as they are secured (with both clips on top) and well anchored to prevent an adult bear from being able to drag them away.

Do not store these carts in a shed or outdoor structure unless it is certified bear-resistant or has a well-maintained electric fence around the perimeter.

Anchor and Clip is the Trick

For cart repair contact: Phone: 250-736-SORT (7678)



Bear-resistant garbage carts

Note that the bear-resistant carts provided are **NOT BEAR-PROOF**. Given enough time and motivation, a black bear can cause serious damage and eventually access the contents.

Black bears that learn to access containers may continue to cause more damage and get into conflict with people, which then leads to safety concerns and the potential death of that bear.

Help keep bears wild!



Keep your carts in a secure location (inside your home is best). Note that bears can easily tear apart a shed.



If you are unable to keep it inside, anchor your carts securely to ensure an adult bear cannot drag them away.



Always keep the clips latched until the morning of collection.



Freeze smelly items until the morning of collection.



Only put your carts curbside on the morning of collection.



Rinse your recycling thoroughly as the recycling cart is not bear-resistant (dirty recycling can attract a bear).



Any questions? Contact

WildSafeBC Pacific Rim
pacrim@wildsafebc.com

Follow us on Facebook



WildSafeBC Pacific Rim

Report wildlife conflicts:

BC Conservation Officer
Service RAPP line at
1-877-952-7277



Alberni-Clayoquot
Regional District



WildSafeBC
Wildlife Conservation Society

Welcome to Wildlife Country

Enjoy your visit but stay safe and please respect the wildlife that live here.





Do not Leave Outside Carts Unsecured!
Secure Your Cart Has **2** Parts - Anchor and Clip is the Trick



Manage your waste responsibly:

<https://www.letsconnectacrd.ca/sortngo-west-coast>



Keep pet food and bowls inside and bring pets in at night.



Avoid surprise encounters. Make noise by clapping your hands and using your voice. Watch for scat and other signs of wildlife. Avoid walking alone, carry bear spray and know how to use it.



Keep pets on a leash in wildlife country. Not only can dogs displace wildlife, dogs that chase after bears can bring them back to their owners or be killed. Wolves can perceive dogs as a potential threat or prey.



Keep a safe distance. View and photograph wildlife from a safe and respectful distance. If you cause an animal to move, you are too close. Do not linger to take photos of predators such as bears, wolves and cougars.



Respect wild animals. Never feed wildlife and always keep attractants secure and out of reach. Feeding wildlife can lead to conflicts and tragic consequences. It is also illegal and you may receive a fine.

If you encounter a bear:

-  Stay calm, do not yell or run. Speak in a low voice. If you have bear spray, pull it out and remove the safety.
-  Move away slowly. If the bear charges, stand your ground and discharge the bear spray.
-  Leave the area slowly and report the encounter.
-  Bear attacks are rare but be prepared. Learn more about bears, bear spray and other wildlife safety at www.wildsafebc.com



Learn more about BC wildlife and safety at wildsafebc.com

Report all conflicts with wildlife to the BC Conservation Officer Service:

 1.877.952.7277



Figure 33. Door-to-door package materials

Appendix VII – Partners, Funders & Collaborators

Table 9. 2023 Partners/Collaborations and Issues/Initiatives

Partners/Collaborations	Issues / Initiatives
4VI - Collaboration	Collaboration on Biosphere Sustainable program, referral of Vancouver Island based WildSafeBC Community Coordinators as on the spot consultants for tourism businesses
Alberni-Clayoquot Regional District (ACRD) - Partner	Funder. Waste management operations, infrastructure and strategy for west coast communities, and First Nations. ACRD Communities Subsidy for electric fencing for the prevention of human-wildlife conflicts, Coastal Food Policy development and human-bear conflict prevention with the upcoming roll-out.
Ardent Properties Management - Collaboration	Distribution of wildlife in area, wildlife awareness and attractant management information by email to each homeowner of multiple strata developments managed by this agency. In-kind printing support.
BC Provincial Parks Service – Collaboration	Promotion of human-wolf conflict prevention program on Vargas Island and backcountry Bare Campsite Program. Prevention of wildlife habituation due to inappropriate wildlife photography and film-making practices.
Black Rock Oceanfront Resort - Partner	Funder. WildSafeBC Business Pledge has been completed by this business. In-person staff training was provided by WildSafeBC.
Both District Bylaw Services – Collaboration	Funders. Information sharing to remain current on wildlife activity, human-wildlife conflict situations and to develop and implement action plans. Collaborating on development and implementation of a wildlife attractant management bylaw as well as other tools to effect improvements in wildlife attractants management.
British Columbia Conservation Foundation - Funder	Funder and Manager of provincewide WildSafeBC program.
Clayoquot Biosphere Reserve - Partner	Funder. Tofino Mudflats Wildlife Management Area, Tofino Official Community Plan, supporter of regional fruit gleaning initiative, West Coast Nest presentation and promotion, Regional Forum.
Clayoquot Wilderness Lodge - Partner	WildSafeBC Business Pledge is in progress for this business. In-person staff training was provided by WildSafeBC.
Conservation Officer Service - Collaboration	Information sharing to remain current on wildlife activity, human-wildlife conflict situations and to develop and implement action plans.
Crystal Cove - Funder	Funder.
District of Tofino – Partner	Funder. Waste management operations, infrastructure and strategy, Bear Smart Community Program, Bylaws development, Official Community Planning.

District of Ucluelet - Partner	Funder. Waste management operations, infrastructure and strategy, Bear Smart Community Program, Bylaws development, Official Community Planning.
Embarc Ucluelet - Collaboration	WildSafeBC Business Pledge has been completed by this business. In-person staff training was provided by WildSafeBC.
Gaia Grocery - Partner	Funder. WildSafeBC Business Pledge has been completed by this business. In-person staff training was provided by WildSafeBC.
Hello Nature – Partner	WildSafeBC Business Pledge has been completed by this business. In-person staff training was provided by WildSafeBC.
Hotel Zed – Partner	Funder. Promotion of human-wildlife safety and coexistence. Development of dog-owner education and for hotel guests. WildSafeBC Business Pledge is in progress for this business.
Iisaak Sin Hay Tiic?mis - Regional Coexistence Network – Collaboration	15 members representing First Nations, all levels of government, Tourism agencies, business organizations, NGOs and others.
Island Return It	Funder.
Jamies Whaling Station – Partner	Funder. WildSafeBC Business Pledge is in progress for this business. In-person staff training was provided by WildSafeBC throughout Local Guide Forum.
Long Beach Lodge Resort - Partner	Funder. WildSafeBC Business Pledge has been completed by this business. In-person staff training was provided by WildSafeBC. Funder of “Let’s keep it wild!” podcast series broadcasted on Off the Edge Radio.
Majestic Ocean Kayaking - Partner	WildSafeBC Business Pledge was in progress for this business.
Off the Edge Radio - Collaboration	Collaboration on creating 5 episodes for the podcast series “Let’s keep it wild!” starring Human-Wildlife Coexistence Expert Bob Hansen, as well as short WildSafe slogans to be played in a rotating manner on a monthly basis
On the Beach Motion Picture - Collaboration	Collaboration on creating the first short clip of the new “Business Pledge Journeys” video series, starring the Wickaninnish Inn
Ozzard Environmental - Collaboration	Providing self-latching commercial bins to hotspot areas identified by WildSafeBC. Engaging with their customers and making sure they are aware to keep their bins locked 24/7. Supporter of human-black bear conflict reduction best practices.
Pacific Rim National Park Reserve - Partner	In-kind sponsor. Wildlife research, monitoring information sharing. In-kind WildSafeBC operations support. Wild about Wolves research project. Prevention of wildlife habituation due to inappropriate wildlife photography and film-making practices.

Pacific Sands Beach Resort - Partner	Funder. WildSafeBC Business Pledge is in progress for this business. Staff training was provided by WildSafeBC.
Redd Fish Restoration Society - Collaboration	Collaboration on Wildlife Safety and Awareness training for staff as well as bear spray workshop
Regional Fruit Gleaning Organization – Collaboration	Promotion of prevention of human-wildlife conflicts as a core principle of sustainable food production.
Shed - Partner	WildSafeBC Business Pledge is in progress for this business.
Shelter Waterfront - Partner	WildSafeBC Business Pledge is in progress for this business.
Surf Grove Campground - Partner	WildSafeBC Business Pledge is in progress for this business. In-person staff training was provided by WildSafeBC.
The Province of BC - Funder	Funder.
The Wild Pacific Trail - Collaboration	Collaboration on monthly booth days and promotion of WildSafeBC messaging on social media.
Tla-o-qui-aht First Nation - Partner	Regular check-ins with Shawn Quick (Tla-o-qui-aht First Nation Public Works Manager) on wildlife activity
Tofino Community Food Initiative – Collaboration	Promotion of prevention of human-wildlife conflicts as a core principle of sustainable food production. Collaborating on booth days and promotion of electric fencing for livestock owners.
Tofino Coop - Partner	Funder. WildSafeBC Business Pledge is in progress for this business. In-person staff training was provided by WildSafeBC.
Tofino Market - Collaboration	Collaboration on several market booth days
Tofino Resort and Marina - Partner	WildSafeBC Business Pledge is in progress for this business.
Tofino Times Magazine – Collaborator & In-kind partner	Supporter of our messaging, reminding residents to keep attractants secure and help keep wildlife wild. Newspaper articles and several ads to help spread the WildSafeBC messaging.
Toquaht First Nation - Partner	Regular communication with Dennis Hetu (Toquaht First Nation Administrator of Lands, Public Works and Resources) on status of electric fencing around community garden and wildlife activity
Tourism Tofino – Partner & Collaborator	WildSafeBC Business Pledge is in progress for this business. In-person staff training was provided by WildSafeBC. Supporter of our messaging, help spread WildSafeBC messaging and reminding visitors and residence to keep attractants secure and help keep wildlife wild.

Tuff City Radio - Collaborator & in-kind partner	Supporter of our messaging, reminding residents to keep attractants secure and help keep wildlife wild. Many radio interviews to help spread the WildSafeBC messaging.
Ucluelet and Tofino Chambers of Commerce - Collaboration	Deliver wildlife co-existence education and safety for Ambassadors Training Program for tourism frontline staff. Input on content from WCC. Monthly newsletters distribution with Wildlife activity and attractant management tips.
Ucluelet Aquarium - Collaboration	Collaboration on booth day at Earth Day event for local NGO's
Ucluelet Campground - Collaboration	This business has implemented the BARE campsite program and keeps improving their operation year after year to decrease human-wildlife conflict. In-person staff training has been provided for staff by WildSafeBC.
Ucluelet Coop - Partner	WildSafeBC Business Pledge has been completed by this business. In-person staff training was provided by WildSafeBC for Food Store and Gas station staff.
Ucluelet Elementary School - Partner	Supporter of our WildSafe Ranger Program, delivery of educational programming and distribution of education kits to all grades.
Ukee Days - Collaboration	Collaboration on booth days at the event
West Coast Nest – Collaboration	Collaboration on event promotion and spreading of WildSafeBC messaging on social media.
West Coast Resources Society - Collaboration	Collaboration on Wildlife Safety and Awareness training open to the public at the Ucluelet Community Center
Westerly News – Collaborator & In-kind partner	Supporter of our messaging, reminding residents to keep attractants secure and help keep wildlife wild. Newspaper articles to help spread the WildSafeBC messaging.
Wickaninnish Community School - partner	Supporter of our WildSafe Ranger Program, delivery of educational programming to all grades.
Wickaninnish Inn – Partner	Funder. WildSafeBC Business Pledge has been completed by this business. In-person staff training was provided by WildSafeBC. Collaboration on video series “Business Pledge Journeys” .
WildLife Illustrations - Collaboration	Collaboration on catchy illustrations to be used for educational resources, which address root causes of human-wildlife conflicts in staff accommodations
Wya Resort - Collaboration	This business has implemented the BARE campsite program and keeps improving their operation year after year to decrease human-wildlife conflict. In-person staff training has been provided by WildSafeBC.

Yuułuᑭiᑭᑭᑦ First Nation - Partner	Regular check-ins with Jonquil Crosby (Yuułuᑭiᑭᑦ First Nation Manager of Fisheries and Wildlife), work with Youth Volunteers of Asset Mangement Department on community reports, booth days, support with cart management
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British Columbia Conservation Foundation



WildSafeBC Pacific Rim

Bob Hansen & Mandy Lawrenz

Keeping Wildlife Wild and Communities Safe

www.wildsafebc.com

Keeping Wildlife Wild and Communities Safe



British Columbia Conservation Foundation

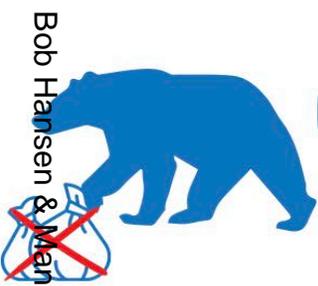
Bob Hansen & Mandy Lawrenz WildSafeBC - Pacific Rim Re: Human-Bear Confli...

Photo credit: Bob Hansen

WILDLIFE ACTIVITY UPDATE

Season Update - West Coast Region





9

Food-Conditioned Bears

1 Lethally Euthanized



66

Polycarts Accessed

40 Garbage

22 Compost



29

Carabiners Broken



15

Unanchored Carts Dragged Away



49 CLOSE ENCOUNTERS

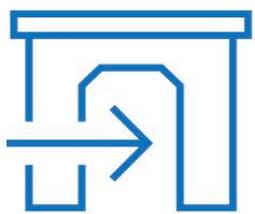
4 BLUFF CHARGES

1 BEAR SPRAY USED



1

Bear Kill In Vehicle Collision

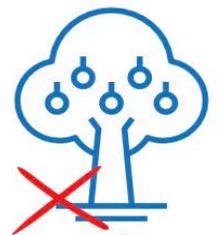


3

Buildings Entered

4

Sheds/Structures



5

Fruit Trees/ Garden Crop



4

Livestock Coops



3

Outdoor Freezers

2023 WILDSAFE BC PACIFIC RIM OUTREACH TO DATE

- 31 Wildlife Safety and Awareness Presentations** reaching 360 people
- 8 WildSafe Ranger Presentations** reaching 302 students & teachers
- 11 Display Booths** reaching over 1198 people
- 6 Door-to-Door Activities** delivered information packages to 224 residences
- 72 Facebook Posts** >28.000 accounts reached, 10% more Follower, 11% more page Likes



*Interactive Booth at Ukee Days,
July 2023*



Completed Electric Fencing Project at Surf Grove Campground, September 2023



10 media appearances - 1 radio interview, 1 podcast, 2 articles, 2 ads, 4 videos



19 businesses working on WildSafe business pledge, 7 - completed, 12 - in progress



17 Electric Fencing Project 8 completed, 1 pending, 9 detailed consultations



7 Workshops conducted 3x Bear Spray, 4x Electric Fencing



Other outreach include numerous personal interactions in the public and on Social Media



Our 2023 season in a nutshell...



Bob Hansen & Mandy Lawrenz WildSafeBC - Pacific Rim Re: Human-Bear Confl...



The Roadmap Ahead



Implementation of the new **Wildlife Attractant Management Bylaw** - ACRD Curbside Roll-Out



Adding a **requirement for "WildSafe"** waste management practices within **business license conditions** as well as **development permits**.



Keep pursuing Bear Smart status for the community & pass a formal resolution.



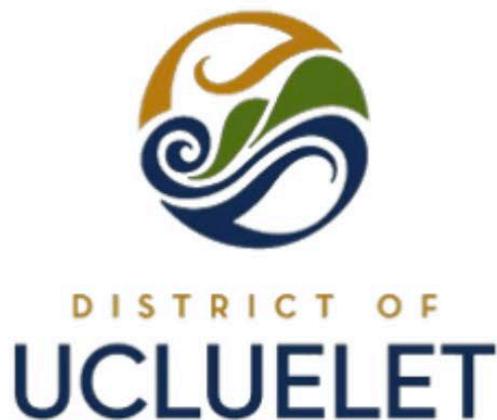
Expand the wildlife related information available on both the District's website and tourism board.



Consider providing **secure A-Base multi-year funding** to the WildSafeBC Program to increase capacity and scope (e.g. year-round position).

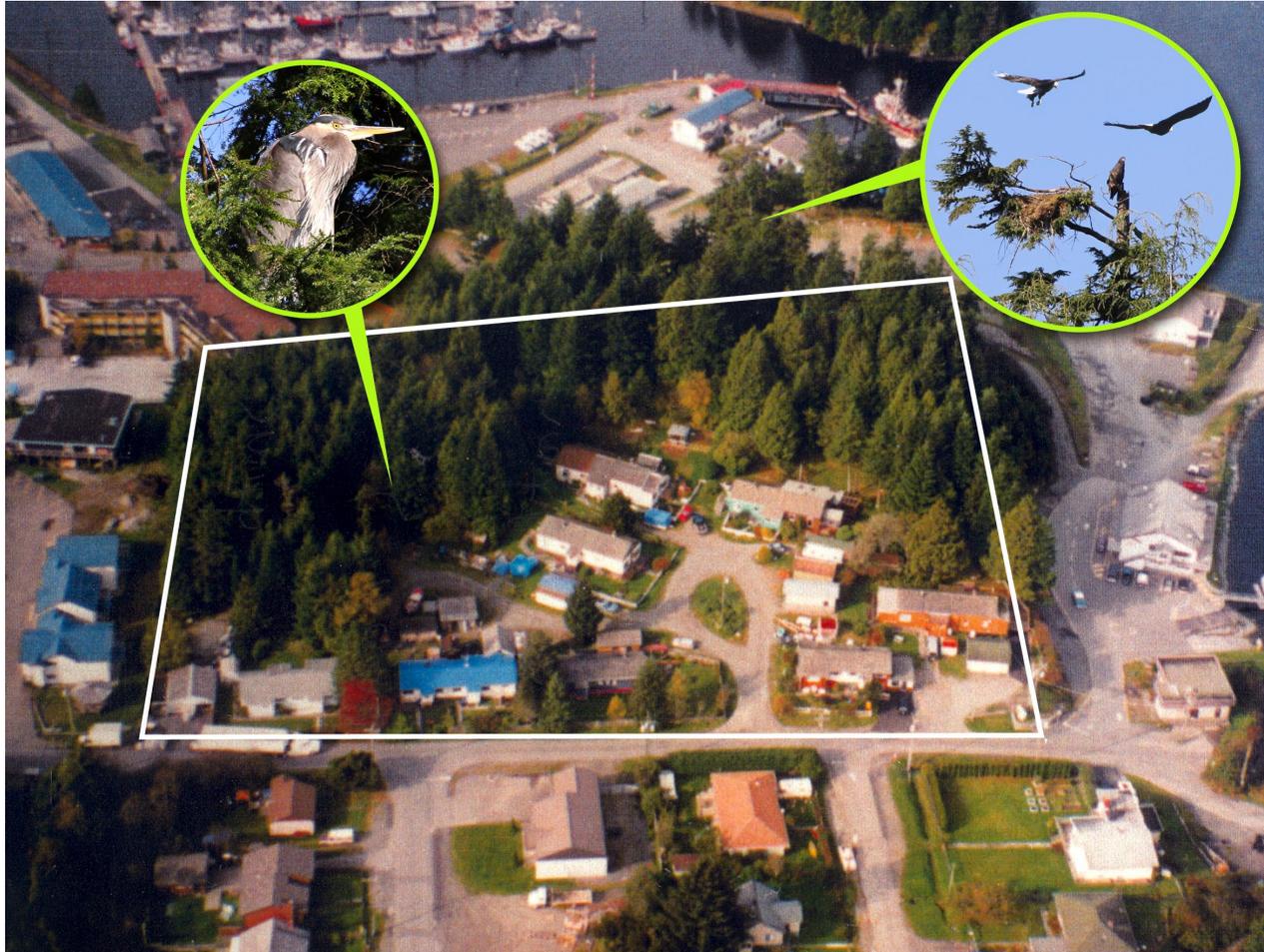


Thank you for your support, thank you for your leadership.



Great working with you on keeping wildlife wild and our community safe!

Request to Council to Help Maintain a Unique Community within Ucluelet



Alliance Holdings: Community Benefits

Housing: Long-term low cost housing (15 residences)

Biodiversity: our intact forest protects wildlife habitat

Climate: our forested hill is a cooling carbon sink and a wind shelter

Aesthetics: our tall forested hill is a green backdrop to the town,
enhancing sight lines and absorbing noise

Dear Mayor and Council,

The homeowners in Alliance Holdings are seeking your support to rezone our property and redress a proposal for an encroachment agreement in a way that would allow us to maintain our unique and affordable community, as it has existed since before 1961. We are under hardship because half of our homes are facing obstructions in simple maintenance applications to the District because they are encroaching on the Bay Street road allowance. We have no wish to alter our existing footprint, or create a subdivision. We simply wish to maintain our homes where they have always existed.

We are a quiet community of 27 residents who contribute greatly to the District of Ucluelet. In the midst of Ucluelet's housing crisis our housing model needs your support to survive.

With this presentation, we wish to ask Council to allow us to:

- continue to maintain and rebuild our homes
- remove road encroachment concerns
- rezone our property to match the current OCP to restore our legally conforming status.

The Issue: a Summary

Since a blanket re-zoning in 1999, our collective has received numerous variance and building permits over the years for our legally non-conforming homes, but in 2022 we were asked to withdraw a variance application for repairs to 1970 and 1972 Bay Street due to a long-standing encroachment issue on Bay Street.

We met with District Planning staff who, on behalf of the previous Council, offered a temporary (two-year) license of occupation that would allow maintenance to existing homes on Bay Street in exchange for “a commitment to negotiate a long-term solution to the encroachments that balances the long-term needs of Alliance Holdings Ltd. with those of the community.” Part of these discussions included a proposal for a potential land swap for a future transportation corridor that would involve the loss of homes and forest. We explained to District staff that we would need to discuss this with Alliance Holdings Ltd. homeowners.

The Board of Alliance Holdings shared the District's proposed two-year encroachment agreement with our homeowners. With the help of several lawyers, the Board of Alliance Holdings researched, then presented potential development and subdivision options to our homeowners that could accommodate

a transportation corridor and/or the shifting of houses that are within the encroachment zone. Homeowner responses have made it clear that our housing collective has no desire to shift our houses, nor to develop, subdivide or change our quiet community to accommodate a transportation corridor.

The proposed transportation corridor would:

- destroy three homes,
- divide and degrade the quiet enjoyment of the entire property and the neighbourhood¹,
- remove trees that would diminish the benefits provided by the forest,
- potentially trigger an unwanted subdivision that in turn could trigger onerous costs to homeowners.

In short, we view the proposal presented by planning staff in 2022 as an unfair response unrelated to our initial house maintenance requests. We request that Council remove the road encroachment concerns created by the district in 1961 and rezone our property to match the current OCP, thus restoring our legally conforming status.

Our Request

The twenty-seven (27) residents of Alliance Holdings would be grateful if Council would review the rationale presented below and make a motion to direct Planning staff to:

1. Issue permanent encroachment permits for those homes along Bay Street that were improperly placed into an encroachment position in 1961 without proper, permanent occupancy permits for existing buildings.

OR

Correct the encroachment issue permanently by bringing to Council a plan to revert the Bay Street road allowance to 50 feet, as approved by Council in 1956 on lot Plan 11055².

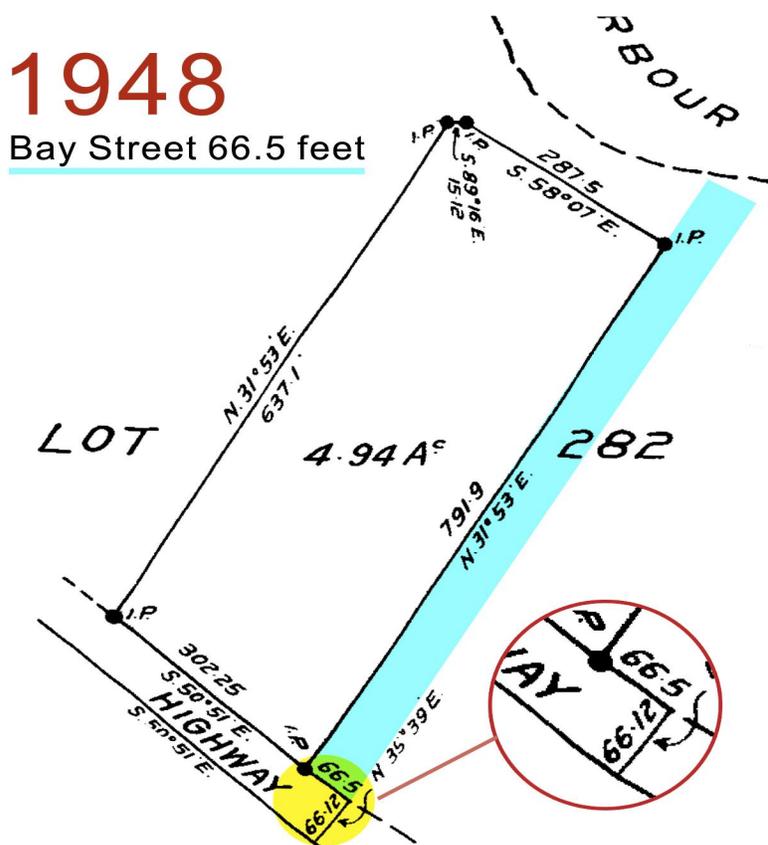
2. Work with Alliance Holdings to rezone to MF-Multi Family Residential as designated in the 2022 OCP to fix the 1999 blanket-rezoning problem.
3. While this process is being implemented, accept Board of Variance and Building Permit applications so Alliance Holdings homeowners can maintain their structures along Bay St.

¹ It would disturb not only the residents of Alliance Holdings, but also those on Lower Bay Street, Hemlock and Cedar Roads. Note: during the recent OCP process 66 signatures were collected from residents on lower Bay Street, Hemlock and Cedar Roads who are also strongly opposed to creating a truck route through their quiet neighbourhood. We submit, this entire region of town would like you to help us stay exactly as we are, a quiet, historically important neighbourhood.

² We acknowledge that prior to Alliance Holdings purchasing the lot, a trade of land took place in 1961 but it did not solve, and actually created, the encroachment issue we are seeking to remedy.

Below we provide background information and additional input to support our request for your consideration. As you will see, a key point is that the proper procedures for altering a road allowance for a new subdivision, as happened in 1961, were not followed. The approving officer at the time was remiss in not issuing permanent encroachment permits for lawfully sited, existing homes on the property.

Background to Property Lines



Our lot was subdivided in 1948 from District Lot 282. It was the first lot created in the immediate area as per plan VIP1114R above. Historical photos of the time show multiple homes located where they still exist on the Alliance Holdings property. These homes were built for the officers of the armed forces during World War 2. They were then purchased by M&B logging for staff housing after the war.



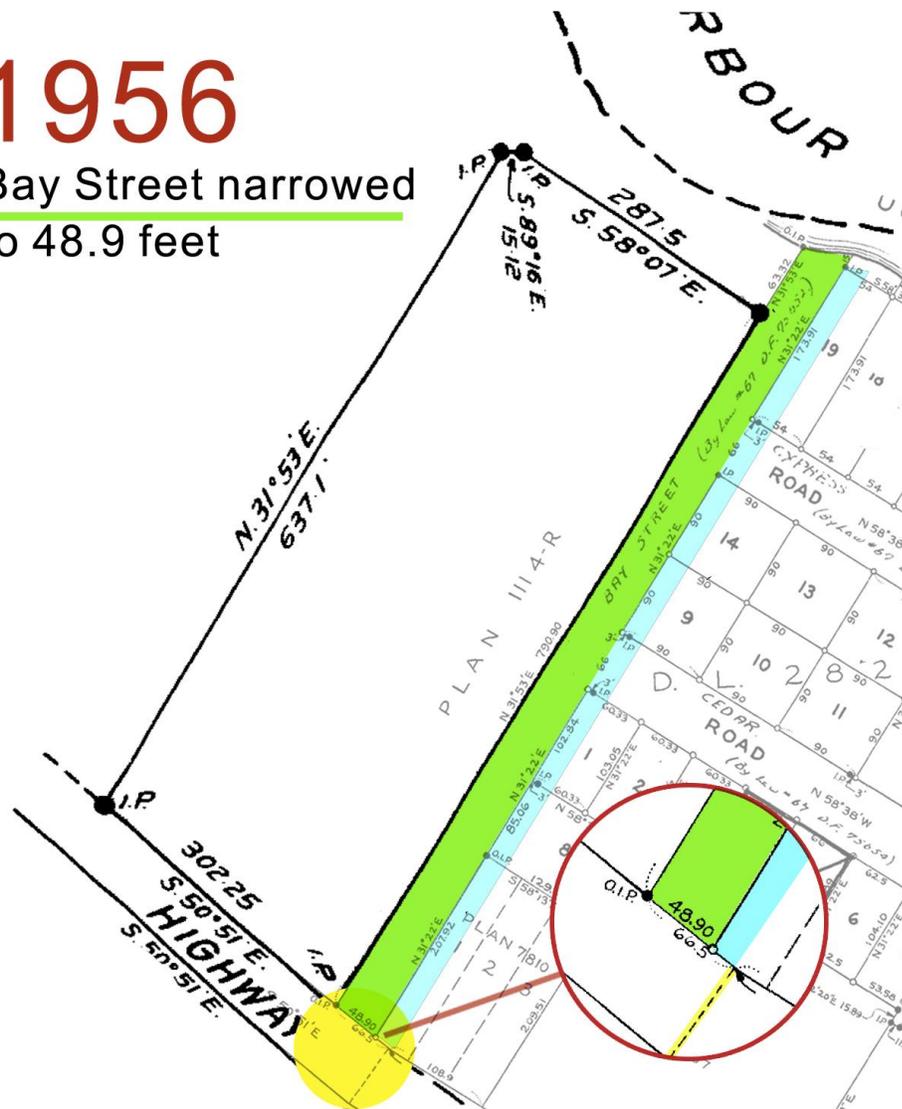
RCAF Aerial about 1940



Alliance Holdings Homes about 1950

1956

Bay Street narrowed
to 48.9 feet



In 1956 a subdivision of DL 282 established lots east of Bay Street including Cedar and Cypress Street.

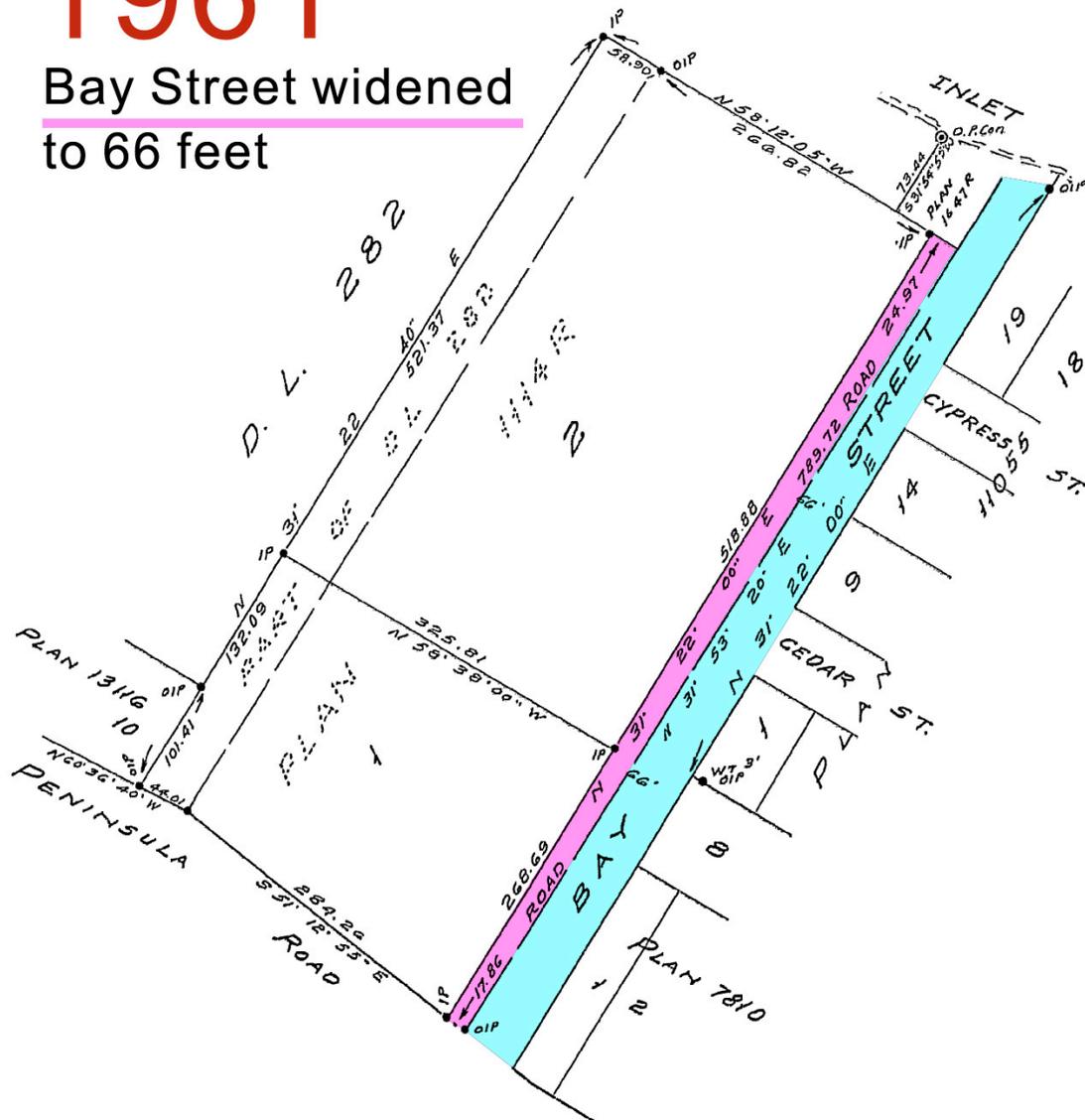
BAY STREET is shown between Plan 11055 and Lot Plan 111 4 R with a **decreased road width of 48.90** feet to allow more space for the new subdivision lots. There is a dotted line indicating where the 66.5 foot road width previously existed.

This new subdivision narrowed the road allowance of the 1948 Plan 1114R.

The 8 duplexes that would become Alliance Holdings Limited were still in their original locations on lot 1114R and were considered to be legally sited.

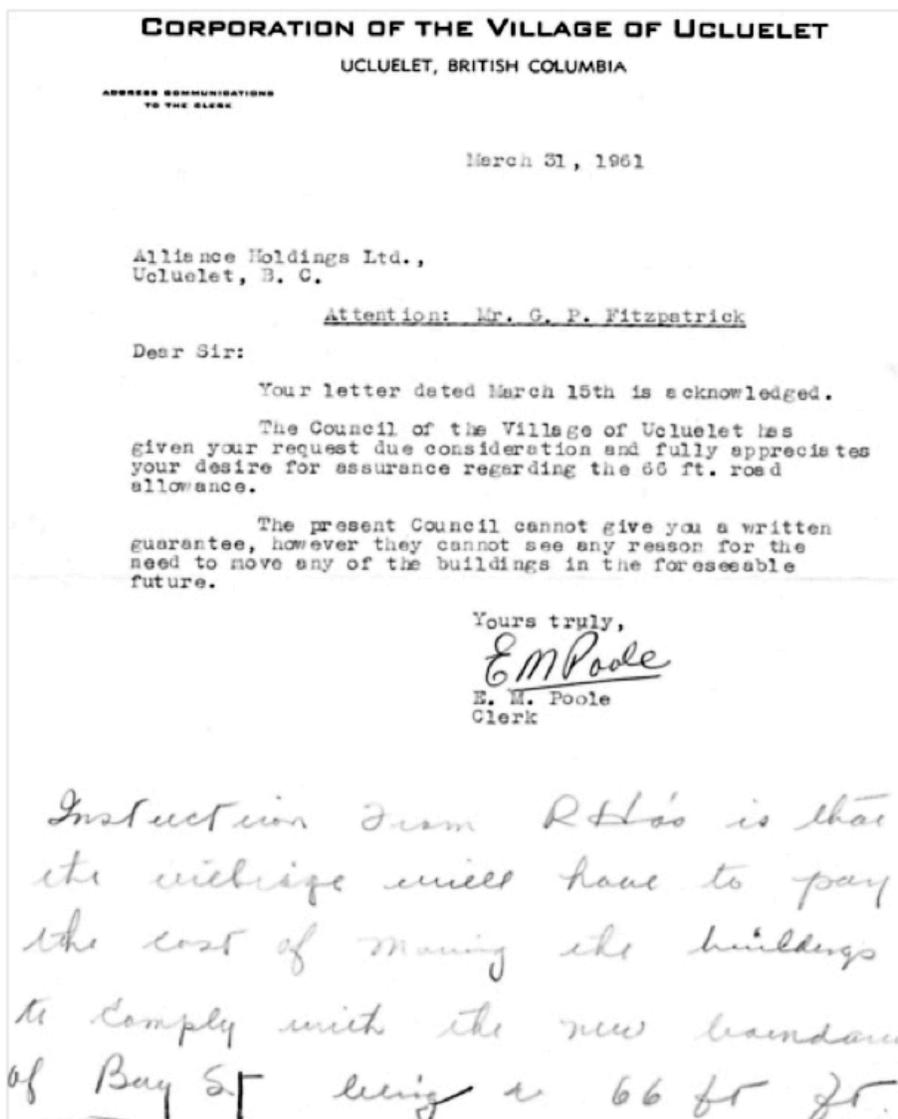
1961

Bay Street widened to 66 feet



In 1961 the four owners of lot 1114R, established legally in 1948, proposed to subdivide the property into 2 smaller lots as shown in plan VIP14846 above. Prior to accepting the proposed subdivision the Village required the applicant to move the Eastern boundary of the lot West by an average of twenty-two feet (22'). The migration of this lot line caused pre-existing, legally sited homes on the original lot to now encroach upon the expanded Bay Street road allowance.

The pink highlight shows the encroachment created by the road allowance change. At that time Alliance Holdings Company was incorporated to purchase the lot marked number two. Renters of the houses on the property became shareholders. The new company recognized the encroachment problem and wrote to the district to request protections for their homes. **At that time encroachment permits for existing buildings should have been issued but this was not done.**



We have researched this key permit omission and have discovered that at the time of subdivision 14846 the approving officer for the Village of Ucluelet would have been aware that increasing the road allowance on Bay Street would encroach upon lawfully sited existing homes. It was the responsibility of the Approving Officer who was hired by the Village to ensure a subdivision proposal was in full compliance with all applicable bylaws and regulations prior to approving the creation of such a subdivision. It was not the owner's responsibility to ensure this compliance; it was solely the Village's responsibility.

In cases like this an owner's signature on a plan is not ensuring all bylaws are complied with - they are only signing it as the owners of the property and that they have knowledge of the subdivision. The approving officer should not have allowed the creation of an unlawful situation by way of subdivision without also issuing permits to give those four duplexes an encroachment agreement.

In seeking the documented history of this process we received a supportive email as follows:

“Well it is a Municipal matter but *if* it were in our jurisdiction you would just apply for a setback permit, and we the Province would very likely oblige. I have issued one for a historical building in Errington before. This would only apply to the existing structures and any replacement structures would have to comply.”

Tim Hendy | Assistant Property Acquisition Coordinator

Southern Interior Region | Ministry of Transportation and Infrastructure P: (250) 734-4812 | timothy.hendy@gov.bc.ca

In seeking information from the planning department about rezoning AH, we asked in an email: *“Please confirm that our homes will be legally conforming after downzoning--and therefore we would be able to maintain our homes without the need to go through Variance Board approvals.”*

This email response was received:

From: Bruce Greig <bgreig@ucluelet.ca>

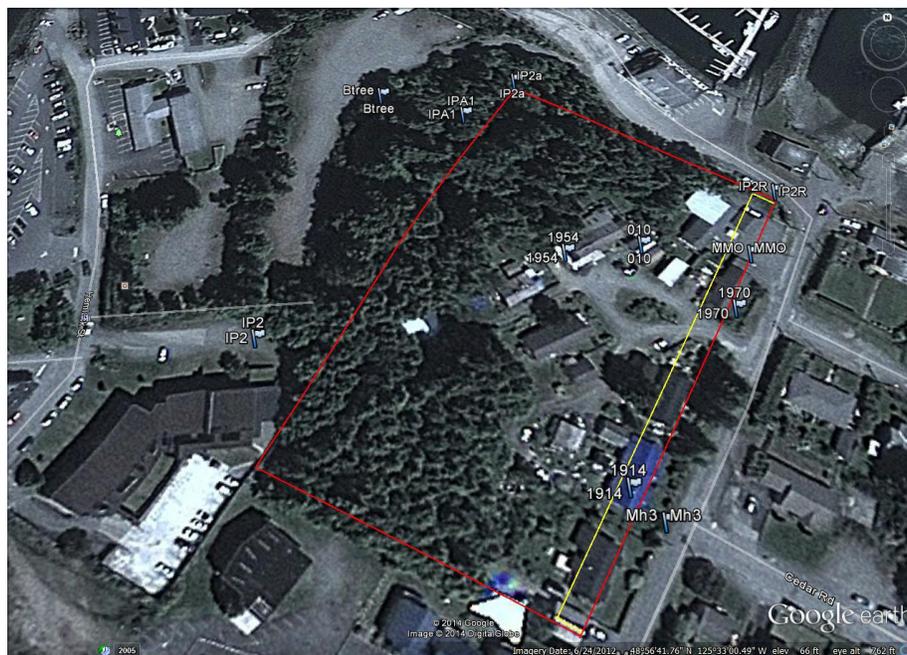
Subject: RE: OCP questions for Alliance Holdings special meeting

Date: January 19, 2021 at 4:29:15 PM PST

Bruce Greig: “The intention we have discussed would be to change the zoning designation of the property to permit the current use – a cluster of homes on one property – so that they would then be legally conforming with respect to the uses in the zoning bylaw. We would also likely recommend a Development Variance permit to vary setbacks for specific structures on the property which are close to **or crossing the property line**. You would also likely need what is called an encroachment agreement (legally, a Licence of Occupation) for those structures which cross the line onto the public road right-of-way (see aerial photo; the yellow lines are property lines, and are fairly accurate with respect to the photo). If those were in place, you could then pull building permits to maintain your homes without going to the BoV; because they would align with the zoning bylaw, and the setbacks would have already been varied by permit.”



This is the map sent to us in the 2021 email. We are just requesting the process discussed in Mr. Greig's Jan. 19th 2021 email be authorized today.



The map shown to us by planners in 2012 was closer to our professional survey on the next page. The District has known about our legally non-conforming property for decades. In fact, they created it in 1999 with their blanket rezoning. Under BC's Local Government Act, legal non-conforming section 528 and 529, these homes are permitted maintenance for as long as they stand. There is no stated exception about maintenance of homes in a road allowance.



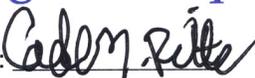
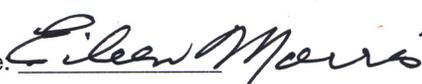
On our 2022 legal survey above, the pink highlight begins at the historic property line where fences still exist on Bay Street today. This shows the property encroachment created by the road allowance change in 1961.

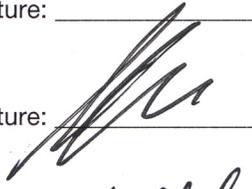
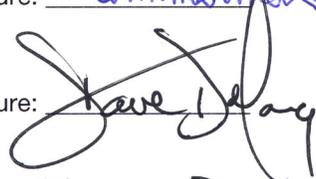
We have complied with rules for legally non-conforming buildings and have been previously issued 19 building permits according to a staff report to council, including building permits for homes in the road allowance.

According to a staff report to council in 2021, " The BOV can consider and authorize the proposed alteration of lawfully non-conforming structures. However, a building permit would also first require that the trespass of the structures on public land be resolved; this can only be authorized by Council."

Today we are asking Council to authorize staff to fix our apparent lack of access to District building permits in the Bay Street road allowance. Denying us a process now after so many years of good faith is creating a serious hardship to arguably the most affordable housing in Ucluelet.

Alliance Holdings owners supporting this request:

- | | | |
|--------------------------------|--------------------------|---|
| 1. Name: Caden Reite | Address: 1910 Bay Street | Signature:  |
| 2. Name: Joe Leslie/ H. Cooper | Address: 1914 Bay Street | Signature:  |
| 3. Name: Lorraine Braiden | Address: 1918 Bay Street | Signature:  |
| 4. Name: Barbara Beasley | Address: 1922 Bay Street | Signature:  |
| 5. Name: Gerry Schreiber | Address: 1926 Bay Street | Signature:  |
| 6. Name: Eileen Morris | Address: 1934 Bay Street | Signature:  |
| 7. Name: Marilyn Vanthull | Address: 1934 Bay Street | Signature:  |
| 8. Name: Allison Timmermans | Address: 1944 Bay Street | Signature:  |

9. Name: Craig Carter	Address: 1948 Bay Street	Signature: _____
10. Name: Art Skoda	Address: 1954 Bay Street	Signature: 
11. Name: Lynda Skoda	Address: 1954 Bay Street	Signature: 
12. Name: Barbara Schramm	Address: 1958 Bay Street	Signature: 
13. Name: Pieter Timmermans	Address: 1958 Bay Street	Signature: 
14. Name: Dave DeJong	Address: 1970 Bay Street	Signature: 
15. Name: Megan DeJong	Address: 1970 Bay Street	Signature: 
16. Name: Mike Marriot	Address: 1972 Bay Street	Signature: 
17. Name: Kali Reite	Address: 1984 Bay Street	Signature: 

Delegation from Alliance Holdings Ltd (AHL)



PLAN 14846
PDS# 280-237
1500 BAY STREET, VICTORIA, BC
2

DL 282
POSTING PLAN
300237

PART 282

Page 57 of 137

Multi-family housing for 27 people in 15 homes, 1900 block of Bay Street

BAY STREET (LEGAL WIDTH 66' AS SHOWN ON PLAN 14846)

Barb...
Secretary Alliance Holdings Ltd (AHL)
Alliance Holdings Rezon...

2

6

CEDAR

CYPRESS

Request

We ask Council to:

- Allow us to maintain and rebuild our homes.
- Remove road encroachment concerns.
- Rezone our property to match the current OCP and restore our legally conforming status.

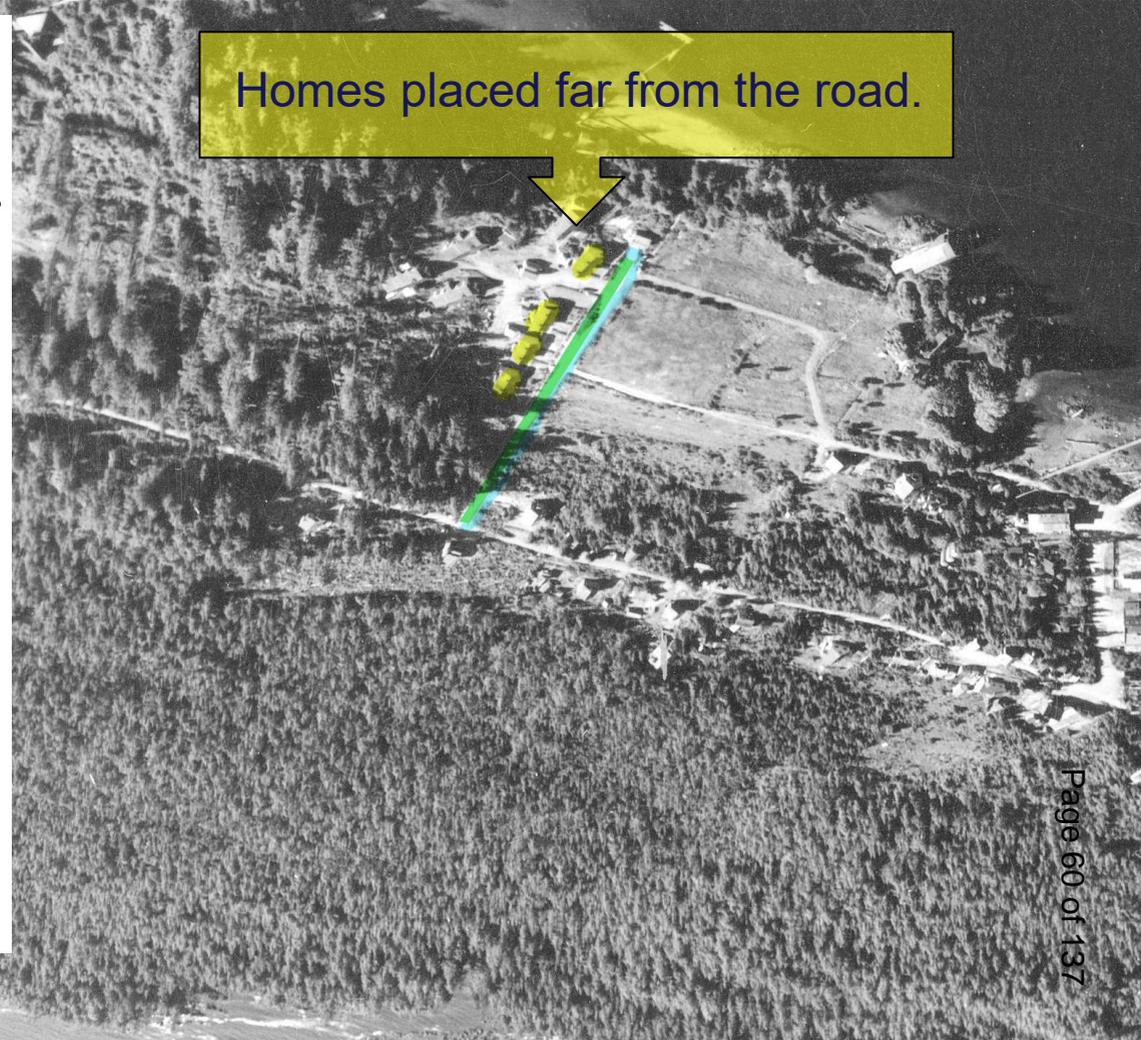
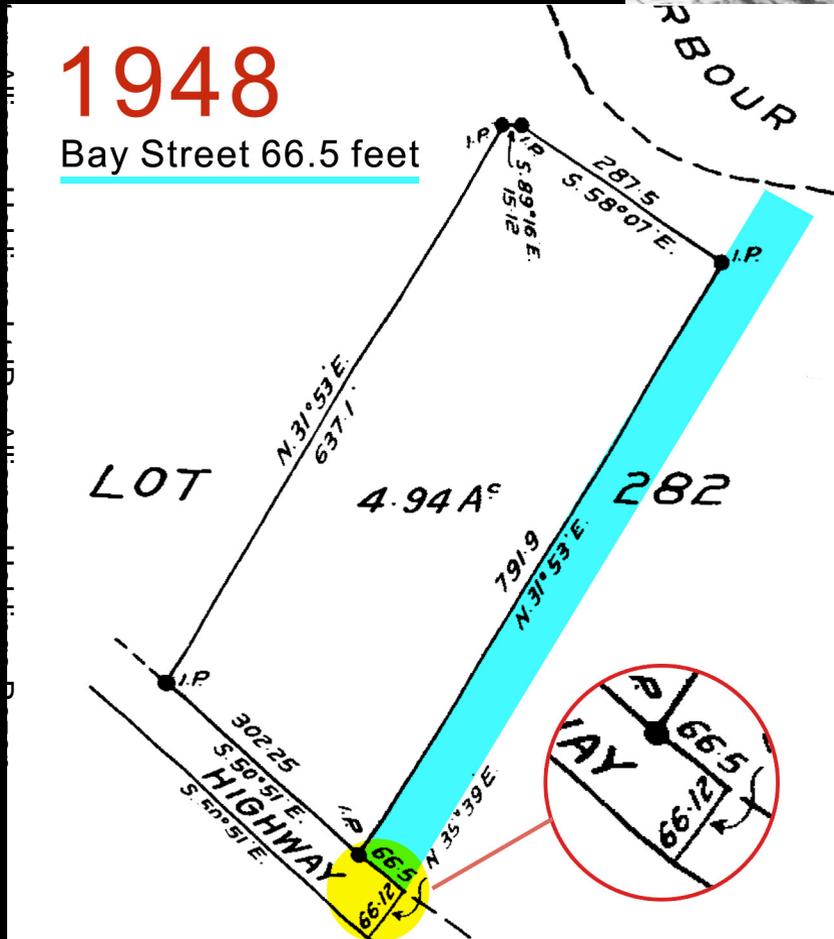
Why do we need Council's help?

Recent **applications for maintenance permits** are being withheld.



Encroachment history timeline: 1948

Homes moved onto lot; Bay Street allowance was 66.5 feet wide.



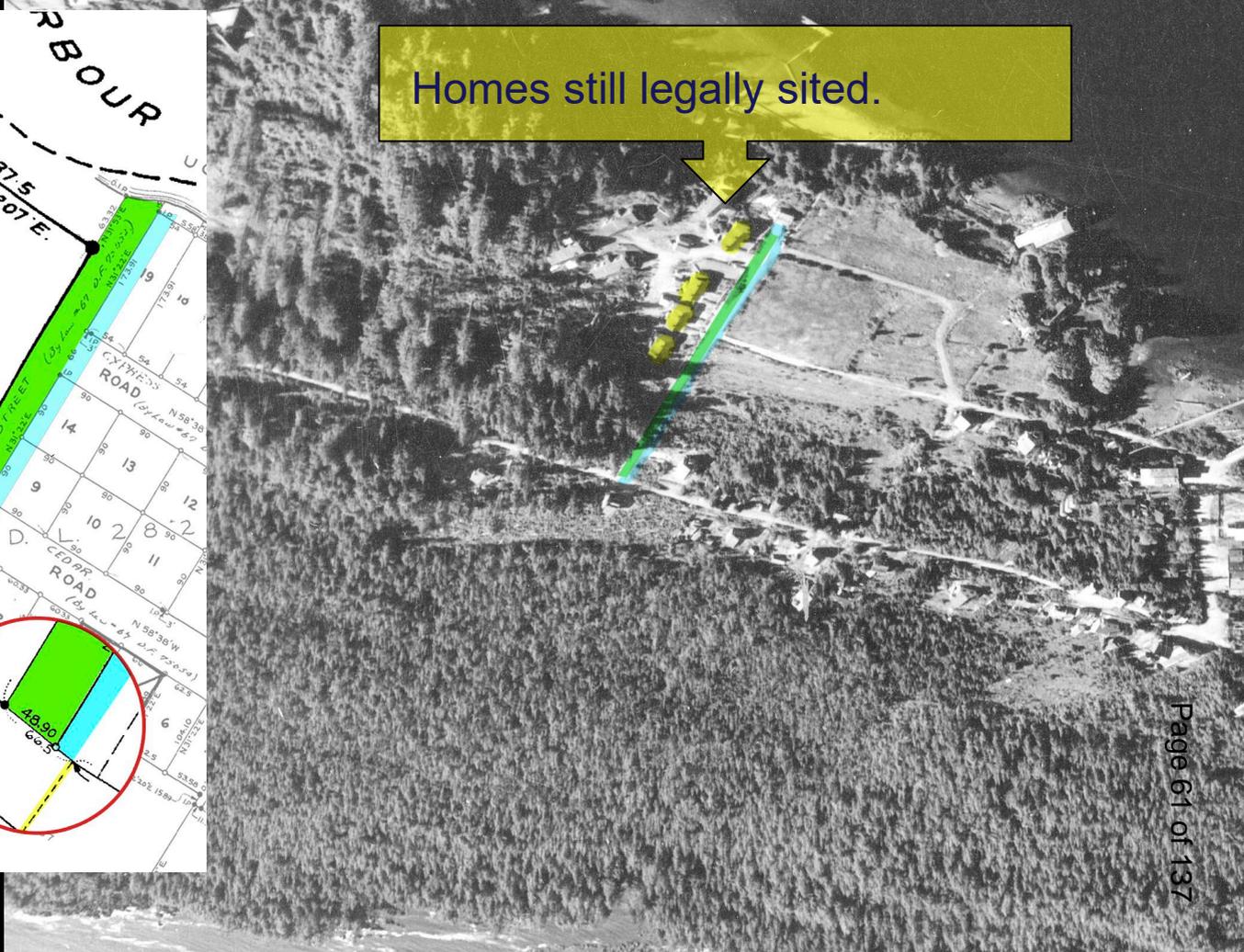
1956: Bay Street allowance was decreased to 48.6 feet to increase space for new lots.

1956

Bay Street narrowed
to 48.9 feet



Homes still legally sited.



1961 subdivision:

Village requested Bay Street allowance be increased back to 66' wide, subtracting from lot 1114R.

Legally sited existing homes were forced into encroachment.

Alliance Holdings Ltd RE: Alliance Holdings Razon

1961

Bay Street widened to 66 feet

District lot NOT reduced for road width



Permits should have been issued to homes



Encroachment Permits were missed

- The 1961 boundary change should never have been requested or approved without permits for pre-existing, legally sited homes.
- The land owner was not responsible for ensuring proper permits in a subdivision, it was the responsibility of the approving officer for the Village of Ucluelet.
- Alliance Holdings is respectfully asking for these missing permits today.

District Proposal

- After issuing 19 building permits over the decades, Planning staff requested we withdraw two maintenance applications for homes encroaching on Bay St. **pending Council approval.**

Homes needing encroachment permit

- 1
- 2
- 3
- 4
- 5
- 6
- 7

DL 282
POTING PLAN
10237

2
PLAN 14846
PROPOSED IMPROVEMENTS
MULTIPLE CIVIC ADDRESSES
807 STREET, VOLUNTEER, VA

STREET (LEGAL WIDTH 66' AS SHOWN ON PLAN 14846)

BAY

to Reassembly, Secretary Alliance of Homeing, Alaska, Alliance of Homeing, Rezon...

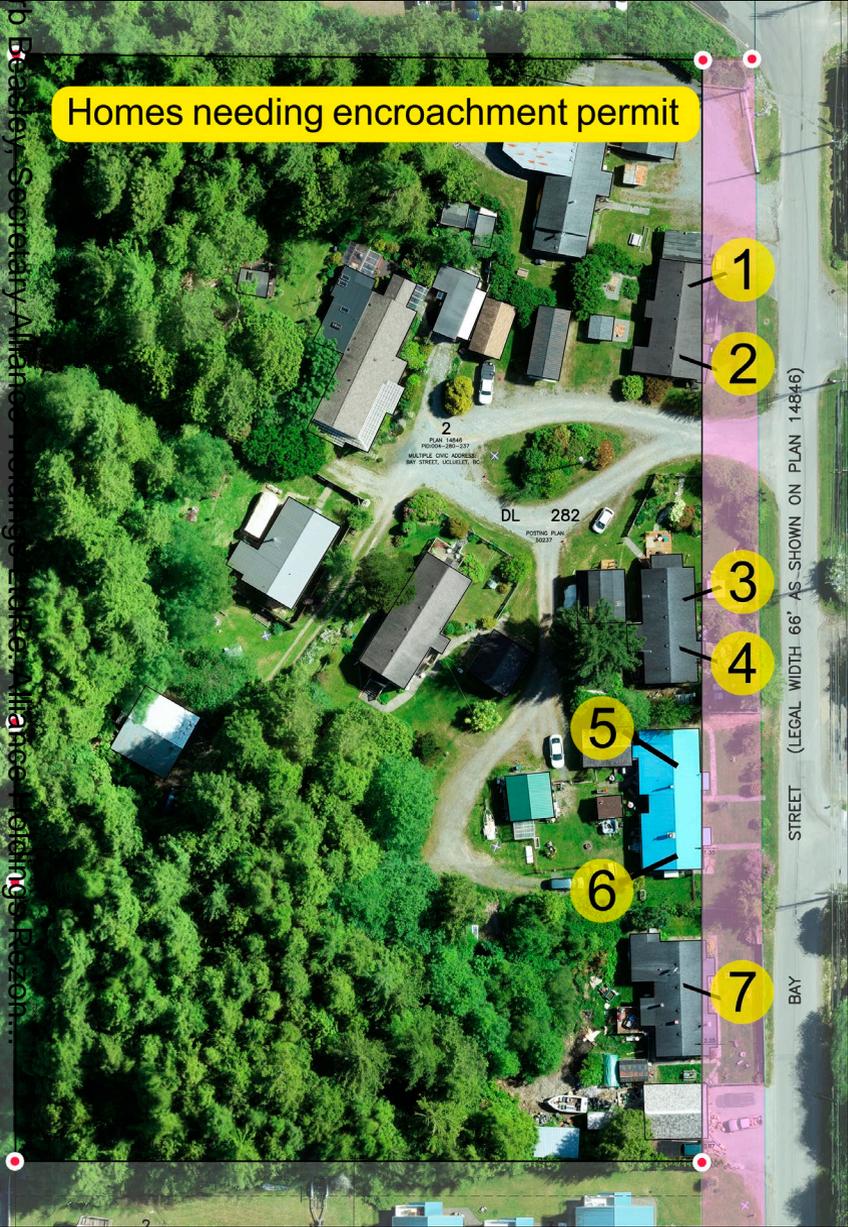
District Proposal

Homes needing encroachment permit

- 1
- 2
- 3
- 4
- 5
- 6
- 7

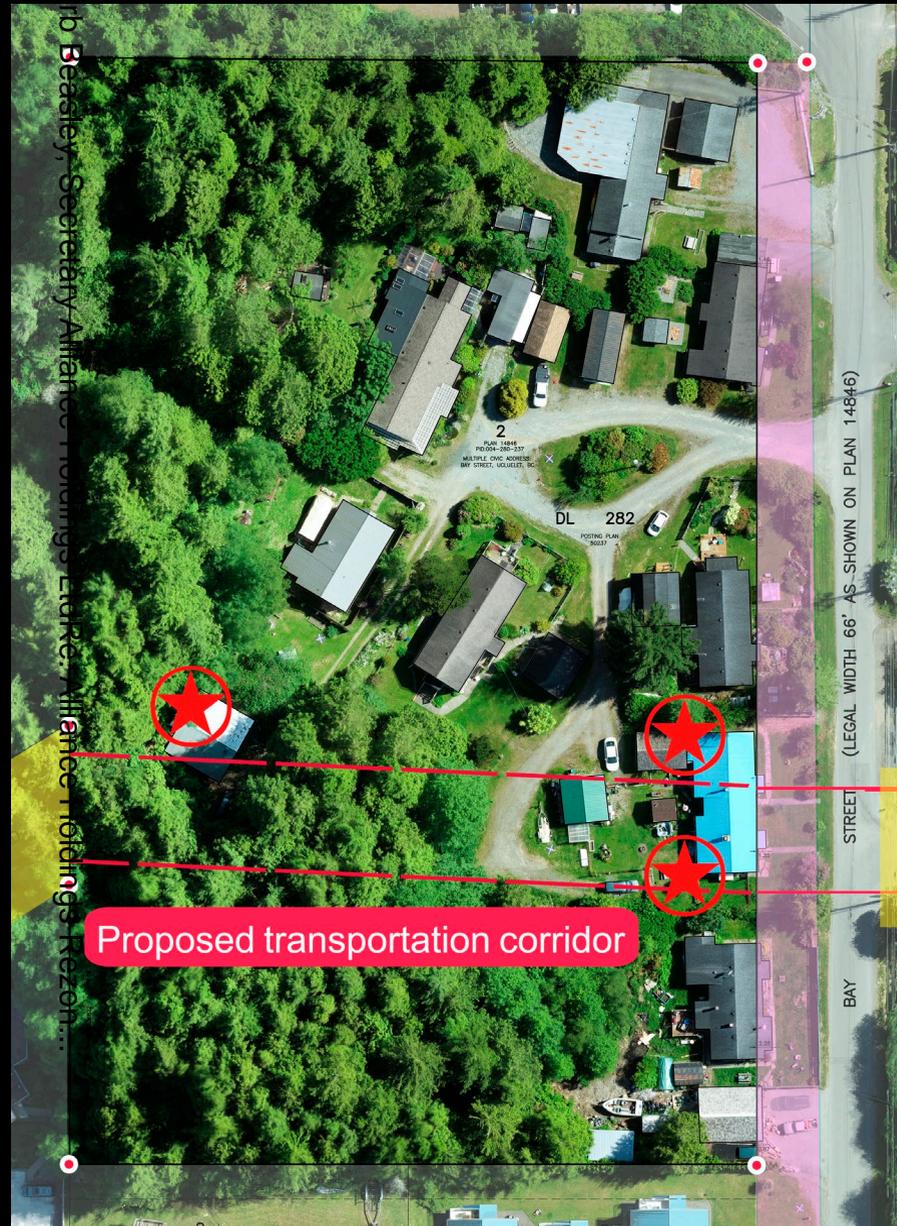
- After issuing 19 building permits over the decades, Planning staff requested we withdraw two maintenance applications for homes encroaching on Bay St. **pending Council approval.**
- At the direction of the previous Council, Planners met with the AHL Board to offer a temporary solution that required negotiating for a transportation corridor.

to Beasley, Secretary Alliance of Homeing - Alaska Alliance of Homeing - Arizona...



District Proposal

- After issuing 19 building permits over the decades, Planning staff requested we withdraw two maintenance applications for homes encroaching on Bay St. **pending Council approval.**
- At the direction of the previous Council, Planners met with the AHL Board to offer a temporary solution that required negotiating for a transportation corridor.
- We spent a year doing research, and consulting with lawyers, other professionals & home owners.
- Home owners rejected the concept of a transportation corridor.



We need Council's help

We view the proposal that links obtaining home maintenance permits to the acceptance of a transportation corridor as **unfair** and **unrelated**.

We request your support in resolving this hardship.

BAY STREET (LEGAL WIDTH 66' AS SHOWN ON PLAN 14846)

PART 282

282

CEDAR

PRESS

What is Requested from Council

We respectfully request direction from Council to planning staff to:

1. Issue missing **encroachment permits** for homes along Bay Street

OR reset the Bay Street road allowance to 50 feet

(without pressure to build a transportation corridor through 3 homes).

What is Requested from Council

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OR reset the Bay Street road allowance to 50 feet

(without pressure to build a transportation corridor through 3 homes).

2. Rezone our property to **MF-Multi Family Residential** as per the 2022 OCP to fix the 1999 blanket-rezoning problem.

What is Requested from Council

We respectfully request direction from Council to planning staff to:

1. Issue missing **encroachment permits** for homes along Bay Street

OR reset the Bay Street road allowance to 50 feet

(without pressure to build a transportation corridor through 3 homes).

2. Rezone our property to **MF-Multi Family Residential** as per the 2022 OCP to fix the 1999 blanket-rezoning problem.

3. While this process is being implemented, **accept maintenance applications** from homes along Bay Street.



REPORT TO COUNCIL

Council Meeting: November 23, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

FILE NO: 0550-01

SUBJECT: 2024 ANNUAL COUNCIL MEETING SCHEDULE

REPORT NO: 23-150

ATTACHMENT(S): APPENDIX A – 2023 ANNUAL COUNCIL MEETING SCHEDULE

RECOMMENDATION(S):

THAT Council adopt the 2024 Annual Council Meeting Schedule as presented in Appendix A to Report No. 23-150, and direct Staff to give notice of the 2024 Annual Council Meeting Schedule.

PURPOSE:

The purpose of this report is for Council to consider an Annual Meeting Schedule for 2024.

BACKGROUND:

The proposed schedule determines the date, time, and place of regularly scheduled Council and Committee of the Whole meetings. Under the proposed schedule there are no meetings in August, and only one meeting in December. All other months have at least two regular Council meetings.

As discussed at the October Harbour Authority meeting, Staff are recommending incorporating the Harbour Authority meetings into the regular Council meetings. Harbour Authority items, including the harbour master reports will be included at a minimum of four meetings annually currently slated for March, June, September and December. Staff are still awaiting advice on whether the Harbour Authority meetings must be held independently of Council meetings. If standalone meetings are required, the schedule will be updated.

The schedule is tailored to avoid scheduling conflicts with conventions (including travel) and other George Fraser Room bookings. As a result, most meetings are scheduled for Tuesdays at 4:00 PM except the following meetings which are at 4:00 PM on:

- Thursday, February 8 Regular Committee of the Whole Meeting
- Thursday October 10 Regular Council Meeting
- Thursday, October 21 Regular Council Meeting

After adoption of the schedule, regular meetings can be rescheduled or cancelled by Council resolution or by the Mayor. The Corporate Officer is also authorized to cancel or reschedule meetings in limited circumstances. Council can also schedule additional meetings known as Special Meetings as needed.

The February 8th Committee of the Whole (CoW) meeting is intended to be an opportunity for Grant In Aid and In-Kind Contribution funding applicants to present and the remaining CoW meetings are an opportunity for the Committee to meet with community groups.

ANALYSIS OF OPTIONS:

Council could adopt the schedule as presented. Alternatively, Council could change meeting dates, times, or add/subtract meetings from the schedule.

A	Adopt the 2023 Meeting Schedule as presented and direct Staff to give notice.	<u>Pros</u>	<ul style="list-style-type: none"> This Meeting Schedule generally aligns with the 2022 schedule. Set the meeting schedule for 2023 ensuring the community knows when Councils regular meetings are planned. Harbour Authority meetings are incorporated into the regular meeting schedule
		<u>Cons</u>	<ul style="list-style-type: none"> N/A
		<u>Implications</u>	<ul style="list-style-type: none"> N/A
B	Amend the meeting schedule	<u>Pros</u>	<ul style="list-style-type: none"> This schedule may better align with Council's interests and personal schedules.
		<u>Cons</u>	<ul style="list-style-type: none"> Unknown at this time.
		<u>Implications</u>	<ul style="list-style-type: none"> An amended schedule may have staffing and/or financial implications depending on the changes.
		<u>Suggested Motion</u>	<p>THAT Council amend the 2024 Annual Council Meeting schedule attached to report number 23-???? as follows:</p> <p style="padding-left: 40px;">a. delete the [meeting type] meeting schedule for _____ and insert a [meeting type] on [date];</p> <p>THAT Council adopt the 2024 Annual Council Meeting Schedule as presented in Appendix A to Report No. 23-???, as amended, and direct Staff to give notice of the amended 2024 Annual Council Meeting Schedule.</p>

POLICY OR LEGISLATIVE IMPACTS:

The [S. 127 of the Community Charter](#) requires that Council make available to the public a schedule of the date, time and place of Regular Council Meetings and give notice of the schedule annually.

NEXT STEPS:

If the Meeting Schedule is adopted, Staff will give notice in accordance with the *Community Charter*.

Respectfully submitted: Joseph Rotenberg, Manager of Corporate Services
Duane Lawrence, CAO

Appendix A



2024 ANNUAL COUNCIL MEETING SCHEDULE

Meetings will be held in the Ucluelet Community Centre located at 500 Matterson Drive, Ucluelet, B.C. unless otherwise advertised.

DATE	TIME	MEETING TYPE
January 9	4:00 PM	Regular Council Meeting
January 23	4:00 PM	Regular Council Meeting
February 8	4:00 PM	Regular Committee of the Whole Meeting
February 13	4:00 PM	Regular Council Meeting
February 27	4:00 PM	Regular Council Meeting
March 12	4:00 PM	Regular Council Meeting
March 26	4:00 PM	Regular Council Meeting
April 16	4:00 PM	Regular Council Meeting
April 30	4:00 PM	Regular Council Meeting
May 7	4:00 PM	Regular Committee of the Whole Meeting
May 14	4:00 PM	Regular Council Meeting
May 28	4:00 PM	Regular Council Meeting
June 11	4:00 PM	Regular Council Meeting
June 25	4:00 PM	Regular Council Meeting
July 9	4:00 PM	Regular Council Meeting
July 30	4:00 PM	Regular Council Meeting
September 3	4:00 PM	Regular Council Meeting
September 24	4:00 PM	Regular Council Meeting
October 10	4:00 PM	Regular Council Meeting
October 21	4:00 PM	Regular Council Meeting
November 5	4:00 PM	Regular Committee of the Whole Meeting
November 12	4:00 PM	Regular Council Meeting
November 26	4:00 PM	Regular Council Meeting
December 10	4:00 PM	Regular Council Meeting

*Harbour Authority issues will be considered during regular meetings of Council with a minimum of four meetings annually.



REPORT TO COUNCIL

Council Meeting: November 21, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING **FILE NO:** 2380-20

SUBJECT: 1300 PENINSULA ROAD **REPORT NO:** 23-151
LEASE TO WESTCOAST COMMUNITY RESOURCES SOCIETY

ATTACHMENT(S): APPENDIX A – DRAFT LEASE TO WCRS
APPENDIX B - NOTICE

RECOMMENDATIONS:

THAT subject to the Westcoast Community Resources Society receiving project funding from BC Housing Council authorize the lease of the property at 1300 Peninsula Road to the Society for a fee of \$1 annually plus GST for a term of 60 years to operate 5 units of mixed market and affordable community rental housing.

BACKGROUND:

Since last January, the District has been working to design and seek funding for 5 units of affordable housing to be built on the municipally-owned property at 1300 Peninsula Road. The project has been developed in partnership with the Westcoast Community Resources Society (WCRS). The project concept is for the District to provide the land and seed funding (\$225,000) for design and engineering work from its Affordable Housing Reserve fund.

At its November 7, 2023, regular meeting Council passed the following resolutions:

1. *“THAT, as a project partner, Council endorse the application by the Westcoast Community Resources Society to the BC Housing Community Housing Fund for a 5-unit mixed market and affordable rental housing development on the municipally-owned property at 1300 Peninsula Road; and,*
2. *THAT Council receive public input at its November 21, 2023, regular meeting on the proposed lease of the property at 1300 Peninsula Road to the Westcoast Community Resources Society for a nominal fee and a term of 60 years to operate 5 units of mixed market and affordable community rental housing. “*

An application from WCRS was submitted to BC Housing on November 15, 2023, for the Community Housing Fund 2023 capital and operating grants. This is truly a shovel-ready project

and staff are hopeful that the grant application will be successful. The lease of the property hinges on the WCRS successfully obtaining project funding.

The draft lease was prepared by the municipal solicitors based on a template provided by BC Housing. The draft lease was initially presented to Council attached to the November 7, 2023, staff report and is found in **Appendix “A”**. The statutory notification of the District’s “intent to dispose of land” by lease has been completed by publication in the Westerly (see **Appendix “B”**). Any written submissions from members of the public will be included as correspondence items on this November 21, 2023, Council meeting agenda and, if necessary, a corresponding late agenda.

After receiving written public input on November 21st, Council would then be in a position to authorize the lease – subject to the WCRS succeeding in obtaining project funding.

Conclusion:

Subject to public comment, Staff recommend that Council consider the motion at the outset of this report to advance the proposed affordable rental housing development on District land. The project would meet a pressing, known housing need in the community. The Westcoast Community Resources Society is an experienced and qualified community partner to take on the construction and long-term operation of the housing units. Authorizing the lease subject to funding would show the District’s commitment to the project.

Next Steps:

Announcement of the results from the Community Housing Fund grant is expected in early 2024. If this application is not successful, staff and the WCRS with assistance from M’Akola Development Services would engage with BC Housing to discuss potential alternative funding options.

Respectfully submitted: Bruce Greig, Director of Community Planning
 Duane Lawrence, Chief Administrative Officer

TERMS OF INSTRUMENT - PART 2

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WHEREAS:

- A. The Lessee wishes to provide housing for persons with special housing requirements and/or limited income and agrees to use the Lands for this purpose.
- B. The Commission, a representative of the Province, has agreed to provide financial assistance for the operating costs of the Building and the programs to be offered to the residents of the Building. *[NTD: delete or amend if necessary]*
- C. The Lessor is the owner of the Lands and has agreed to lease to the Lessee the Lands for the Term upon the terms, conditions and provisos herein.

WITNESS that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

THE LESSOR HEREBY DEMISES AND LEASES UNTO THE LESSEE AND THE LESSEE DOES HEREBY TAKE AND RENT THE LANDS, TO HAVE AND TO HOLD THE LANDS UNTO THE LESSEE FOR AND DURING THE TERM AS HEREIN PROVIDED.

IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID AND PROVIDED BY THE COMMISSION TO BOTH THE LESSOR AND THE LESSEE, BOTH THE LESSOR AND THE LESSEE COVENANT AND AGREE WITH THE COMMISSION THAT THE COMMISSION WILL HOLD AND ENJOY THE RIGHTS, BENEFITS, PRIVILEGES, AUTHORITY AND DISCRETIONS GRANTED TO THE COMMISSION IN THIS LEASE.

ARTICLE 1
DEFINITIONS AND INTERPRETATION

- 1.1 Capitalized terms used in this Lease have the meanings specified in this Section 1.1, unless otherwise provided in this Lease:
 - (a) “Additional Rent” means all sums, costs, expenses and other amounts, if any, payable by the Lessee to the Lessor pursuant to this Lease, including, without limitation, Realty Taxes, payments in lieu of Realty Taxes, Utilities and all sums payable by way of indemnity under this Lease, but excluding Basic Rent;
 - (b) “Alterations” means all alterations, changes, replacements, substitutes, additions and improvements to the Building;
 - (c) “Approved Lender” means any Mortgagee approved by Canada Mortgage and Housing Corporation for the purpose of making loans under the *National Housing Act* (Canada);
 - (d) “Architect” means the architect qualified as such pursuant to the laws of the province of British Columbia who is supervising the design, construction, repair, renovation and/or reconstruction of the Building;
 - (e) “Basic Rent” means one dollars (\$1);

- (f) “Building” means the building(s) and all other structures to be constructed on the Lands, together with all Alterations or repairs thereto and all improvements from time to time constructed upon or affixed or appurtenant to the Lands;
- (g) “Commencement of Construction” means the later of the date when the first building permit for the Building is issued to the Lessee by the District and the date when the Lessee’s contractor commences any work on the Lands related to construction of the Building;
- (h) “Commission” means British Columbia Housing Management Commission or its successors in function;
- (i) “Corporation” means Canada Mortgage and Housing Corporation or its successors in function, or the Commission;
- (j) “District” means the District of Ucluelet;
- (k) “Eligible Occupant” means a person who, during the time that such person is an occupant in the Building, meets the criteria prescribed in an Operating Agreement;
- (l) “General Instrument” means the Form C - *Land Title (Transfer Forms) Regulation* pursuant to the *Land Title Act* (British Columbia), and all schedules and addenda to the Form C;
- (m) “Insured Loan” means a loan in respect of which an insurance policy has been issued under the *National Housing Act* (Canada) and is in force;
- (n) “Interest Adjustment Date” means the date from which the principal amount of the Insured Loan together with interest thereon becomes payable by regular instalments;
- (o) “Lands” means all of the Lessor’s interest in the land described in the General Instrument, including every incidental right, benefit or privilege attaching to that land or running with it;
- (p) “Lease” means this Lease;
- (q) “Lease Commencement Date” means the date this Lease is registered at the ● Land Title Office;
- (r) “Lessee” means the Westcoast Community Resources Society ●;
- (s) “Lessor” means the District of Ucluelet;
- (t) “Losses” means liabilities, actions, judgments, claims, losses, damages, orders, fines, penalties, expenses, including related professional and other fees and disbursements and costs;

- (u) “Mortgage” means a registered mortgage or registered mortgages granted by the Lessee in accordance with Section 15.1 upon or in respect of the interest of the Lessee in the Lands and the Building or any part thereof and includes any deed of trust and mortgage to secure any bonds or debentures issued thereunder;
- (v) “Mortgagee” means a mortgagee or mortgagees under a Mortgage and includes any trustee for bondholders or debenture holders under a deed of trust and mortgage to secure any bonds or debentures issued thereunder, including the Corporation;
- (w) “Operator” means a non-profit organization that has entered into an Operating Agreement;
- (x) “Operating Agreement” means an agreement entered into or to be entered into that relates to the management of the Building and the support services to be provided to the Eligible Occupants;
- (y) “Permitted Encumbrances” means the charges and encumbrances, if any, registered on title to the Lands on the Lease Commencement Date and any other charges specifically approved in writing by both the Commission and the Lessor;
- (z) “Personnel” of a party means the elected officials and directors, officers, employees, servants and agents of that party, as applicable;
- (aa) “Province” means the province of British Columbia;
- (bb) “PRHC” means the Provincial Rental Housing Corporation;
- (cc) “Prime Rate” means the floating annual percentage rate of interest established from time to time by the main branch of the Bank of Montreal located in Vancouver, British Columbia, or its successor, as the base rate that is used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its “prime rate”;
- (dd) “Realty Taxes” means all assessments for taxes, rates, duties (including school taxes, local improvement rates and other charges levied pursuant to the *Hospital District Finance Act* (British Columbia), the *Municipal Finance Authority Act* (British Columbia) or otherwise) that now are or will or may be levied, rated, charged or assessed against the Lands, the Building, and all other structures, machinery, equipment, facilities and other property of any nature whatsoever located on the Lands, by any municipal, parliamentary, legislative, regional, school or other authority;
- (ee) “Review Date” means the date on which the constitution and bylaws of the Lessee are approved in writing by the Commission;
- (ff) “Term” means sixty60 years commencing on the Lease Commencement Date;

- (gg) “Trustee” means a trust company duly authorized to carry on business in the province of British Columbia and appointed by the Corporation, or the Lessor if the Corporation has no interest in the Lands and the Building, for the purposes of ARTICLE 9 of this Lease; and
- (hh) “Utilities” means all charges, rates and levies on account of utilities, including heat, electricity, gas, telephone, television, internet and other costs and expenses of a similar nature, and, if not included in Realty Taxes, for water and garbage collection.

1.2 Any reference in this Lease to legislation will be deemed to include all regulations thereto, all amendments and re-enactments thereof and all successor legislation.

ARTICLE 2 PAYMENT OF RENT

2.1 Basic Rent

The Lessee covenants and agrees with the Lessor to pay to the Lessor the Basic Rent for the Term on the Lease Commencement Date.

2.2 Net Lease

All Basic Rent and Additional Rent required to be paid by the Lessee hereunder will be paid at such location as the Lessor may stipulate from time to time without any deduction, abatement or set-off whatsoever, it being the intention of this Lease that the Basic Rent and Additional Rent payable under this Lease will, unless otherwise expressly stipulated herein to the contrary, be absolutely net to the Lessor and free of all abatements, set-off or deduction of any costs, payments and outgoing of every nature arising from or related to the Lands, the Building, or any other improvements on the Lands, and the Lessee will pay or cause to be paid all such costs, payments and outgoings.

2.3 Interest on Amounts in Arrears

When the Basic Rent, Additional Rent or any other amount payable hereunder by the Lessee to the Lessor is in arrears, such amount will bear interest at the Prime Rate plus three percent (3%) per annum, calculated and compounded monthly not in advance, from the date due until paid.

2.4 Application of Section 2.3

Section 2.3 will apply only if the Commission is not providing operating assistance to the Building under the terms of the subsidy commitment contained in the Operating Agreement.

ARTICLE 3
PAYMENT OF TAXES

3.1 Payment of Realty Taxes if Lands Not Exempt

Save as otherwise provided in Section 3.2, the Lessee will, during the Term, no later than the day immediately preceding the date or dates on which the Realty Taxes become due and payable, pay and discharge or cause to be paid and discharged the Realty Taxes and, if requested by the Lessor, will deliver to the Lessor for inspection receipts for payments of the Realty Taxes within fourteen (14) days of such payment. Not later than thirty (30) days following receipt of any tax assessment or notice the Lessor will deliver a copy of such assessment or notice to the Lessee.

3.2 Payment in Lieu of Realty Taxes if Lands Exempt

The Lessee covenants and agrees with the Lessor that if during the Term all or any part of the Lands, Building, structures, machinery, equipment and facilities thereon are exempt from Realty Taxes in whole or in part, then the Lessee will, in each and every year during the Term that such exemption occurs, pay to the Lessor as Additional Rent, at the same time as Realty Taxes would be payable if such exemption were not available, an amount equal to the amount that would be payable as Realty Taxes if such exemption were not available.

3.3 Right to Appeal Assessment

The Lessee will have the right from time to time to appeal, in its own or the Lessor's name, any assessment of the Lands or Building or any Realty Taxes referred to in Sections 3.1 and 3.2, provided that such appeal will be at the sole expense of the Lessee.

3.4 Business Tax and License Fees

The Lessee covenants with the Lessor to pay or cause to be paid during the Term when due every tax, permit and license fee (including penalties and interest) in respect of any and every business carried on, in or upon the Lands or Building or in respect of the use or occupancy of the Lands or Building by the Lessee (and any and every sublessee, permittee and licensee), whether such taxes or permit and license fees are charged by any municipal, parliamentary, legislative, regional or other authority.

3.5 Other Taxes

The Lessee will pay when due all goods and services taxes, harmonized sales taxes, value-added taxes, sales taxes and consumption based taxes, rates, levies and assessments, including penalties and interest, that are from time to time payable by the Lessee as a result of, or that would not be payable but for, its rights and obligations contained in this Lease, including but without derogating from the generality of the foregoing, such taxes, rates, levies and assessments payable as a result of any payment obligations herein of the Lessee to the Lessor.

3.6 Pro-rating Obligations

In the first and last years of the Term, the Lessee's obligations under Sections 3.1 and 3.2 will be pro-rated according to the portion of the year included in the Term, such pro-rating to be on a per diem basis.

3.7 Application of Section 3.2

Section 3.2 will not apply during such time as the Building is used or is intended to be used to house Eligible Occupants, it being the intent of the parties that the Lands and Building will be exempt from Realty Taxes or payments in lieu of Realty Taxes if the Building is intended to be used to house Eligible Occupants.

ARTICLE 4
CONSTRUCTION OF BUILDING

4.1 Lessee to Construct Building

The Lessee will construct the Building, together with other facilities ancillary thereto and connected therewith, on the Lands in substantial accordance with the drawings, specifications (including materials to be used), elevations, location on the Lands and exterior decoration and design and all other documents and information upon which the issuance of the building permits by the District are based and that have been approved by the Lessor and the Commission. No changes will be made to such drawings, specifications, elevations, location, exterior decoration and design, other documents or information, or to the requirements of such building permits without the approval of the Lessor and the Commission, provided that the Commission may approve minor changes allowed by the building permit(s) for the Building without the approval of the Lessor.

4.2 Substantial Completion of Building

For the purposes of this Article 4, the Building will be deemed to have been substantially completed when the Architect has certified to, or otherwise satisfied, the Lessor and the Commission that, with respect to the Building:

- (a) all work of a structural nature has been properly completed;
- (b) all building equipment and services, including elevators (if any), heating systems and air-conditioning systems (if any), and utilities have been completed, are operating properly and are available for use by tenants of the Lessee, and all lobbies, stairwells and other areas intended for the common use of tenants of the Lessee are completed except for work of a superficial nature, which is both minor in character and of a type that, owing to the likelihood of damage, may reasonably be deferred until the Building is partially or substantially occupied by tenants of the Lessee;
- (c) all building bylaws and regulations of the District have been complied with by the Lessee;

- (d) all rentable space is completed for occupancy except for work of a superficial nature that is dependent upon unascertained requirements of individual tenants of the Lessee, and work that is reasonably and customarily performed by tenants of the Lessee;
- (e) all areas are clean and all surplus building material and rubbish have been removed;
- (f) the Building is in a condition in which it can be occupied by tenants of the Lessee, and any work that is still unfinished can be completed promptly and is work the incompleteness of which will not be objectionable to a tenant of the Lessee acting reasonably;
- (g) the Building has been constructed in all respects in a good and workmanlike manner and in accordance with the drawings and specifications, and in compliance with all building permits issued by the District; and
- (h) a certificate of completion has been issued in respect of the Building pursuant to the *Builders Lien Act* (British Columbia).

4.3 Termination of Lease on Failure to Construct

Subject to Sections 4.6 and 17.2 and Article 23, if Commencement of Construction has not taken place within one hundred and eighty (180) days of the Lease Commencement Date, or if construction of the Building is not substantially completed in accordance with the requirements of Section 4.1 within one hundred and eighty (180) days after the second anniversary of the Lease Commencement Date, the Lessor will have the option at any time thereafter to terminate this Lease, and in such event this Lease will terminate and be of no further force or effect and without any reimbursement or compensation to the Lessee, unless the Lessor consents in writing to extend the deadline for Commencement of Construction, such consent not to be unreasonably withheld.

4.4 Landscaping

Within one hundred and eighty (180) days of substantial completion of the Building, the Lessee will landscape the Lands and thereafter maintain the landscaping in accordance with landscaping plans that have been approved by the Commission. Without limiting the foregoing, the Lessee shall maintain the fence and trees located along the western boundary of the Lands in a good condition to the satisfaction of the Lessor.

4.5 Alterations After Substantial Completion

After substantial completion of the Building, the Lessee will not make or permit to be made any Alterations affecting the structure of the Building or the exterior appearance of the Building without the written approval of the Lessor and the Commission, which approval the Lessor and the Commission will not unreasonably withhold. No Alterations involving an estimated cost of more than Two Hundred Thousand Dollars (\$200,000.00) will be undertaken until the Lessee has submitted or caused to be submitted to the Lessor and the Commission such drawings, specifications (including the materials to be used),

elevations (where applicable), locations (where applicable), exterior decoration and design and such other documentation and information as the Lessor and the Commission may request in connection with the proposed Alterations, and until all of the same have been approved in writing by the Lessor and the Commission, which approval the Lessor and the Commission will not unreasonably withhold. The Lessee covenants and agrees with the Lessor and the Commission that, subject to Section 4.6, all Alterations undertaken by or for the Lessee once begun will be prosecuted with due diligence to completion.

4.6 Unavoidable Delays

If, by reason of strike, lock-out or other labour dispute, material or labour shortage not within the control of the Lessee, fire, explosion, flood, wind, water, earthquake, act of God or other similar circumstances beyond the reasonable control of the Lessee and not avoidable by the exercise of reasonable effort or foresight by the Lessee, the Lessee is, in good faith and without default or neglect on its part, prevented or delayed in achieving Commencement of Construction or substantial completion of the Building in accordance with Section 4.2 or the repair of the Building or any part or parts of the Building which under the terms of this Lease the Lessee is required to do by a specified date or within a specified time, the date or period of time within which such work was to have been completed will be extended by the Lessor by a reasonable period of time at least equal to that of such prevention or delay, and the Lessee will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Lease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the Lessor, the Lessee and the Commission.

ARTICLE 5 BUILDERS LIENS

5.1 Builders Liens

In connection with all labour performed on or materials supplied to the Lands, including but not limited to the construction of the Building, the Lessee will comply with, and will cause any contractor hired by it to comply with, the provisions of the *Builders Lien Act* (British Columbia), and with all other statutes applicable in connection therewith and in force from time to time, including any provision or statute requiring or permitting the retention of portions of any sums payable by way of holdbacks.

5.2 Discharge of Builders Liens

If and whenever any builders lien, or other lien or claim arises or is filed against the Lessor's interest in the Lands in connection with work, labour, services or materials supplied to or for the Lessee or for the cost of which the Lessee may in any way be liable, the Lessee will, within fifteen (15) days after receipt of notice of such lien or claim, procure the discharge thereof, and the discharge of any certificate of pending litigation registered in respect of any such lien or claim, by payment or giving security or in such other manner as may be required or permitted by law; provided, however, that in the event of a bona fide dispute by the Lessee of the validity or correctness of any claim for

any such lien, the Lessee will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into a court of competent jurisdiction the amount claimed or sufficient security therefor, and such costs as the court may direct. The Lessor may pay and discharge any lien claim if, in its reasonable judgement, the Lands or the Lessor's interest in the Lands becomes liable to forfeiture or sale, or is otherwise in jeopardy. The Lessee will reimburse to the Lessor any amount paid by the Lessor in discharging a lien claim and the Lessor's reasonable expenses in connection therewith.

5.3 Notice by Lessor

Pursuant to section 3(2) of the *Builders Lien Act*, the Lessor may file in the Land Title Office notice of its fee simple interest in the Lands and for all purposes of this Lease the construction of the Building by the Lessee will be deemed not to be done at the request of the Lessor.

ARTICLE 6 RESTRICTIONS ON OPERATIONS AND USE

6.1 Use

Unless otherwise agreed to in writing by the Lessor and the Commission, the Lessee covenants and agrees with the Lessor and the Commission that neither the Lands nor Building nor any part of the Lands or Building will be used for any purpose except that of housing Eligible Occupants, subject always to the laws, bylaws, regulations and permits governing the use of the Lands and Building from time to time. In particular, of the five (5) dwelling units to be constructed on the lands, three (3) shall be operated as "rent geared to income" units, one (1) shall be operated as a "deep subsidy" unit, and one (1) shall be operated as a market rental. Neither the Lands nor Building nor any part of the Lands or Building will be used for business, trade or manufacture without the written approval of the Lessor and the Commission, which approval the Lessor and the Commission may arbitrarily withhold. If, however, the Lessor and the Lessee determine that it is not practical or commercially reasonable to continue to carry on the use described in this Section 6.1, the Lessee may commence to use and occupy the Lands and Building for another use, including a commercial use that is approved by the Lessor, and if it elects to do so:

- (a) the Basic Rent will be adjusted, from time to time, to reflect the fair rental value of the Lands, without reference to the Building, given the use to which the Lands and Building are put, from time to time. If the parties cannot agree on the Basic Rent or the dates when the Basic Rent is to be adjusted, the Basic Rent and/or adjustment dates will be settled by arbitration pursuant to Article 19; and
- (b) the Lands and Building will not be exempt from Realty Taxes.

6.2 No Nuisance

The Lessee will not carry on, or suffer or permit to be carried on, upon the Lands anything which would constitute a nuisance to the Lessor or to any neighbouring

properties or their owners or occupants provided, however, that the occupation of the Lands and Building by Eligible Occupants in accordance with the terms of this Lease shall not constitute a nuisance.

6.3 No Subdivision

The Lessee covenants that it will not subdivide the Lands or the Building pursuant to the *Strata Property Act* (British Columbia).

6.4 Constitution

The Lessee agrees that without the prior written consent of the Commission, it will not amend or permit its constitution to be amended or varied in any way from the constitution filed in the British Columbia Corporate Registry as of the Review Date. If the Review Date is not established by the Commission, the Lease Commencement Date will be deemed to be the Review Date.

6.5 Restriction on Contracting

The Lessee covenants that:

- (a) it will not pay directly or indirectly to any of its directors or their relatives by blood or marriage (including common-law marriage) any money obtained from the operation of the Lands or the Building, or from the operation of other premises leased from the Lessor, or otherwise received from the Lessor, the Commission or the Province, without the express written consent of the Lessor, the Commission and/or the Province, as the case may be;
- (b) it will not, by contract or otherwise, pay to any of its former directors or their relatives by blood or marriage (including common-law marriage), pursuant to any contract or arrangement made when the former director was a director of the Lessee, money obtained from the operation of the Lands or the Building, or from the operation of other premises leased from the Lessor, or otherwise received from the Lessor, the Commission or the Province, without the express written consent of the Lessor, the Commission and/or the Province, as the case may be;
- (c) subject to Sections 6.5(a) and 6.5(b), the Lessee may enter into bona fide arm's length contracts with occupants of the Building for the provision of services in furtherance of the good management of the Lands and the Building; and
- (d) notwithstanding the foregoing, the Lessee may reimburse its directors or occupants of the Building for out-of-pocket expenses incurred for the proper management of the Lands or the Building but only upon the proof of such expenditure by the production of bona fide receipts.

The Lessor may not terminate this Lease on account of a breach of this Section 6.5 but such directors will forthwith and forever be disqualified from such directorship.

6.6 Permitted Encumbrances

The Lessor and the Lessee covenant and agree that, during the Term, the Lessee, at its expense, will perform and observe all of the obligations of the Lessor and may enjoy all of the rights of the District as Lessor (but not those rights of the District in its regulatory capacity) set out in the Permitted Encumbrances. None of the Permitted Encumbrances will merge or be deemed to have merged with the Lessor's title to the Lands, and accordingly all Permitted Encumbrances will be deemed to be in full force and effect. The Lessor will execute such documents as might reasonably be requested by the Lessee to enable it to comply with its obligations and to enjoy its rights in respect of the Permitted Encumbrances. The Lessee further covenants and agrees with the Lessor that if the District exercises any of its rights in its regulatory capacity under the Permitted Encumbrances, such exercise will not be a breach of the Lessor's covenant for quiet enjoyment. **[NTD: must review Permitted Encumbrances]**

6.7 Obligations of the Commission

The Commission will:

- (a) cause the Operator to use the Lands and the Building in a manner that is consistent with the Lessee's obligations contained in Section 6.1;
- (b) cause the Operator to operate the Building on a non-profit basis such that there will be no accumulation of funds in excess of those needed to operate and manage the Lands and Building in the manner approved by the Commission; and
- (c) provide the Lessor with current copies of the Operating Agreement upon the request of the Lessor.

ARTICLE 7 REPAIRS AND MAINTENANCE

7.1 Lessor Not Obligated to Repair

The Lessor will not be obliged to furnish any services or facilities or to make repairs or Alterations in or to the Lands or the Building, and the Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Lands and the Building and all expenses related thereto.

7.2 Repairs by the Lessee

Reasonable wear and tear excepted, so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Building:

- (a) the Lessee at the Lessee's cost and expense will put and keep in good order and condition, or cause to be put and kept in good order and condition, the Lands and Building (and any equipment located thereon and therein), both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, stairways, elevators (if any) and similar devices, heating and air conditioning equipment, sidewalks, yards and other like areas, water and sewer mains and connections, water, steam, gas and electric pipes and conduits, and all other

fixtures and appurtenances to the Lands and the Building and machinery and equipment used or required in the operation thereof, whether or not enumerated herein, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs and, subject to Section 4.5, Alterations, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Building and any and all fixtures and equipment therein fully usable for the purposes for which the Building was constructed. Such repairs and Alterations will be in all respects to a standard at least substantially equal in quality of material and workmanship to the original work and material in the Building, and will in each case be performed only in accordance with all applicable terms and conditions of the Permitted Encumbrances;

- (b) the Lessee will not commit or suffer waste to the Lands or the Building or any part thereof;
- (c) at the expiration or earlier termination of this Lease, the Lessee will, except as otherwise expressly provided herein, surrender and deliver up the Lands with the Building, and the fixtures, appurtenances and equipment thereon and therein, or any replacements or substitution therefor, in good order and condition; and
- (d) if the Lessee does not fulfil its obligations set out in this Article 7, the Lessor or the Commission, through their agents, servants, contractors and subcontractors, may, but will not be obliged to, enter (without hindrance by the Lessee) upon the Lands and the Building as required for the purpose of making any repairs necessary to put the Lands and the Building in good order and condition, provided that the Lessor or the Commission will make such repairs only after giving the Lessee not less than fourteen (14) days written notice of its intention to do so, except in the case of an emergency when no notice will be required. Any costs and expenses (including overhead costs) incurred by the Lessor or the Commission in making such repairs to the Lands and Building will be reimbursed to the Lessor or the Commission, as the case may be, by the Lessee on demand, together with interest at the Prime Rate plus three percent (3%) per annum, calculated and compounded monthly, from the date incurred until the date paid.

7.3 Reserve Fund for Capital Repairs.

The Lessee shall, to the satisfaction of the Lessor, establish and periodically contribute to a reserve fund that shall be used only to fund capital repairs to the building, such as roof replacement, windows, HVAC system, etc. The Lessee shall fund the reserve fund from rents received from occupants of the Building.

7.4 Removal of Ice and Snow from Sidewalks.

The Lessee covenants and agrees with the Lessor that if the Lessee at any time fails to keep the public sidewalk adjacent to the Lands reasonably clean from rubbish, ice and snow during the times and to the extent lawfully required of an owner, the Lessor, through its agents, servants, contractors and subcontractors, may remove such rubbish, ice and snow and the Lessor will not be required to give the Lessee any notice of its intention to do so. Any costs and expenses incurred by the Lessor in removing such ice

and snow will be reimbursed to the Lessor by the Lessee on demand, together with interest at the Prime Rate plus three percent (3%) per annum, calculated and compounded monthly, from the date incurred until paid.

ARTICLE 8 ADDITIONAL RENT

8.1 All Defaults in Payment as Additional Rent

If the Lessee defaults in the payment of any sums required to be paid by it pursuant to the terms of this Lease, or fails to fulfil any of its obligations under this Lease, the Lessor may (but will be under no obligation to) pay such sums or fulfil such obligations on behalf of the Lessee, and any losses, costs, charges and expenses suffered by the Lessor as a result, including sums payable by way of indemnity, whether or not expressed in this Lease to be rent, may at the option of the Lessor be treated as and deemed to be Additional Rent, in which event the Lessor will have all remedies for the collection of such sums, costs, expenses or other amounts when in arrears as are available to the Lessor for the collection of rent in arrears.

ARTICLE 9 INSURANCE

9.1 Insurance During Construction of Building

Prior to the Commencement of Construction of the Building, and throughout the entire period of construction until substantial completion of the Building pursuant to Section 4.2, the Lessee will effect or will cause its contractor or contractors to effect and maintain in full force the following insurance coverage:

- (a) wrap-up liability insurance with limits of not less than Ten Million Dollars (\$10,000,000), or such other amount as the Lessor and the Commission may require from time to time, per occurrence, issued in the joint names of the Lessee, the Lessor, the Commission, the Lessee's contractors, any subcontractors and their respective Personnel, protecting them against claims for bodily injury, death or property damage or other third party or public liability claims arising from any accident or occurrence upon, in or about the Lands from any cause, including the risks occasioned by the construction of the Building; and
- (b) all-risk course of construction insurance issued in the joint names of the Lessee, the Lessor and the Commission, protecting them from all loss or damage of or to the Building and all fixtures, equipment, improvements and building materials on the Lands from time to time, both during and after construction (but which may be by different policies effected from time to time covering the risk during different phases of construction of the Building, provided that at no time will the Building be uninsured) against fire, earthquake, flood and all other perils from time to time customarily included in the usual all-risks builders' risk form of policy applicable to similar properties during construction and effected in the province of British Columbia by prudent owners, and such other perils as the

Lessor or the Commission may reasonably require to be insured against, to the full replacement value thereof at all times.

9.2 Commercial General Liability Insurance

The Lessee will effect and keep in force commercial general liability insurance with limits of not less than Ten Million Dollars (\$10,000,000), or such other amount as the Lessor and the Commission may require from time to time, per occurrence, against public liability claims for bodily injury, death and property damage (including loss of use) arising from the Lessee's use and occupancy of the Lands and from any occurrence or accident on the Lands or Building. Such insurance will be written on an occurrence basis and will provide for blanket contractual liability, including liability assumed by the Lessee under this Lease. The policy will also contain a cross liability or severability of interests clause and will name the Lessor, the Commission and their respective Personnel as additional insureds with respect to third party claims arising out of the Lessee's operations pursuant to this Lease.

9.3 All Risk Property and Pressure Vessel Insurance

Immediately following substantial completion of the Building and at all times thereafter during the Term, the Lessee will effect and maintain property insurance in the joint names of the Lessor, the Commission and the Mortgagee (if any) as their interests may appear, to the full replacement value of the Building and fixtures on the Lands, protecting them against "All Perils" of loss or damage including flood, sewer backup and earthquake, and will include boiler and pressure vessel insurance. The policies described in this Section 9.3 will contain a clause directing insurers to make losses payable to the Lessee, the Lessor, the Commission and the Mortgagee as their interests may appear.

9.4 Insurance – Additional Provisions

The following provisions will apply to all policies of insurance which are referred to in this Article 9:

- (a) the policies will be primary and non-contributing with respect to any policy or self-insured fund otherwise held or established on behalf of the Lessor or the Commission;
- (b) the stated amount of value insured under property policies will be of sufficient amount that none of the Lessee, the Commission nor the Lessor will become co-insurers with respect to any loss claimed against the insurance;
- (c) each policy will be written on a form acceptable to the Lessor and the Commission and with insurers licensed to do business in the province of British Columbia and acceptable to the Lessor and the Commission;
- (d) any deductible amounts applying to a claim against a policy will be of an amount approved by the Lessor and the Commission;

- (e) each policy will contain a clause requiring that the insurers provide to the Lessor and the Commission a minimum of sixty (60) days prior written notice of any cancellation (except for cancellation resulting from non-payment of premiums, in which case applicable statutory provisions will apply); and
- (f) all premiums and deductibles required under said policies will be paid by the Lessee to the insurers and proof of such payment will be submitted to the Lessor and the Commission.

In addition to the notification obligations of the insurers required by Section 9.4(e), the Lessee will provide to the Lessor and the Commission a minimum of sixty (60) days prior written notice of any cancellation, lapse or material change resulting in reduction of coverage, either in whole or in part, in respect of any of the policies of insurance which are referred to in this Article 9.

9.5 Evidence of Insurance

Prior to the Lease Commencement Date the Lessee will provide the Lessor and the Commission with evidence of all insurance required to be taken out pursuant to this Lease, in the form of one or more detailed certificates of insurance, in such form(s) and contents as the Lessor and the Commission requests. Each certificate of insurance must identify the Lease number, policy holder and subject matter, and must not contain any disclaimer. Thereafter, and throughout the Term, forthwith upon request by the Lessor or the Commission, similar evidence of renewals, extensions or replacement of such insurance will be provided in the form of such certificate(s) of insurance. In addition, if requested by the Lessor or the Commission at any time, the Lessee will forthwith deliver to the Lessor or the Commission, as applicable, a certified copy of each insurance policy requested.

9.6 Payment of Loss Under Insurance Policies

The insurance monies payable under the policies of insurance referred to in this Article 9, will, notwithstanding the terms of the policy or policies, be paid to the Trustee on behalf of the Lessee, the Lessor, the Commission and the Mortgagee. The Lessee, the Lessor and the Commission agree that the Trustee will, subject to Section 10.5, pay for all restoration, reconstruction or replacement of the loss or damage in respect of which such insurance monies were paid to the Trustee out of such insurance monies in accordance with certificates of the Architect or such other person as the Lessee, the Lessor and the Commission may agree upon and who is in charge of such restoration, reconstruction or replacement, after receiving such other certificates, evidence or opinions as the Trustee will require for the purpose of being satisfied that such restoration, reconstruction or replacement is being properly carried out. If the Lessee fails to restore, reconstruct or replace the loss or damage in respect of which the insurance monies were paid to the Trustee within a reasonable time, the Lessor and the Commission will be entitled to effect such restoration, reconstruction or replacement and the Trustee will pay such insurance monies to the Lessor or the Commission in the same manner that the Trustee would have done had the Lessee effected such restoration, reconstruction or replacement.

9.7 Workers Compensation Coverage

At all times during the Term, the Lessee will, and will cause its Personnel and all others engaged in or upon any work on the Building or the Lands to, comply with the *Workers Compensation Act* (British Columbia) (the “WCA”) and the requirements and regulations of WorkSafeBC in respect of the Building and the Lands. Without limiting the generality of the foregoing, the Lessee will:

- (a) require as a condition of any agreement made with respect to construction, repair, renovation or demolition of the Building, whether with contractors, materialmen or otherwise, that there is full workers compensation insurance coverage in place in respect of all workmen, employees, servants and others engaged in or upon any work, and that all workmen, contractors or other workers require the same of their workmen and subcontractors. The Lessee will immediately notify the Lessor and the Commission of any dispute involving third parties that arises in connection with obtaining and maintaining the workers compensation insurance coverage required hereby if such dispute results or may result in the required insurance coverage not being in place, and the Lessee will take all reasonable steps to ensure resolution of such dispute forthwith. The Lessee will further ensure that no amount payable pursuant to the WCA is left unpaid so as to create a lien on the Lands or the Building. If the workers compensation insurance coverage required by this Section 9.7 is not in place, the Lessor and the Commission will be entitled to have recourse to all remedies specified in this Lease or at law or equity; and
- (b) be deemed to be, and is hereby designated and appointed by the Lessor as, the “Prime Contractor” as that term is defined in section 118 of the WCA for the purposes of the WCA and related regulations, including the Occupational Health and Safety Regulation (the “OHS Regulation”), and the requirements and regulations of WorkSafeBC, and will in that capacity strictly comply with all requirements applicable to that designation, including without limitation those set forth in Division 3 of Part 3 of the WCA and in sections 20.2 and 20.3 of the OHS Regulation, as they may be amended from time to time. Notwithstanding the foregoing, with the prior written consent of the Lessor, a contractor hired by the Lessee to perform work on the Lands on its behalf may be designated as the Prime Contractor instead of the Lessee.

9.8 Release of Lessor and Commission from Liability for Insured Loss or Damage

The Lessee hereby releases the Lessor and the Commission and their respective Personnel, whether or not the Lessor, the Commission and their respective Personnel have been negligent, from any and all liability for loss or damage caused by any of the perils against which the Lessee will have insured or is obligated to insure pursuant to the terms of this Lease or any applicable law, the intent being that the Lessee’s policies of insurance will contain a waiver of subrogation in favour of the Lessor and the Commission.

9.9 Insurance Exemption for Corporation and PRHC

Notwithstanding anything contained in this Lease, at any time the Corporation or PRHC is the Lessee, the Corporation or PRHC, as the case may be, will not be under any obligation to take out and keep in force any of the insurance required to be taken out and kept in force under this Article.

ARTICLE 10
DAMAGE OR DESTRUCTION

10.1 Rent Not to Abate

Subject to the provisions of Sections 10.5 and 10.6, the partial destruction or damage or complete destruction by fire or other casualty of the Building will not result in the termination of this Lease or entitle the Lessee to surrender possession of the Lands or the Building or to demand any abatement or reduction of the Basic Rent or Additional Rent or other charges payable under this Lease, any law or statute now or in the future to the contrary notwithstanding.

10.2 Lessee's Obligation When Building Partially Damaged or Destroyed

Subject to the provisions of Sections 10.5 and 10.6, the Lessee covenants and agrees with the Lessor and the Commission that in the event of partial damage to or partial destruction of the Building, the Lessee will either:

- (a) replace any part of the Building damaged or destroyed with a new structure in accordance with any agreement which may be made by the Lessee with the Lessor and the Commission; or
- (b) in the absence of any such agreement, repair or replace such damage or destruction to a standard comparable to the standard of the structure being repaired or replaced.

10.3 Lessee's Obligations When Building Completely or Substantially Destroyed

Subject to the provisions of Sections 10.5 and 10.6, the Lessee covenants and agrees with the Lessor and the Commission that in the event of complete or substantially complete destruction of the Building, the Lessee will either:

- (a) reconstruct or replace the Building with a new structure or structures in accordance with any agreement which may be made by the Lessee with the Lessor and the Commission; or
- (b) in the absence of any such agreement, replace the Building with a new structure or structures comparable to the structure or structures being replaced.

10.4 Replacement, Repair or Reconstruction

Any replacement, repair or reconstruction of the Building or any part thereof pursuant to the provisions of Section 10.2 or 10.3 will be made or done in compliance with Section 4.5 and Article 7.

10.5 Special Provisions Where Approved Lender or Corporation is Mortgagee

- (a) If the Building is damaged or destroyed to the extent of at least twenty-five percent (25%) of the full replacement cost of the Building, and at the time of such damage or destruction the Mortgagee is an Approved Lender, and such Mortgagee notifies the parties that the insurance monies made available by reason of the casualty causing such damage or destruction will not be applied in repairing, reconstructing or replacing the Building, and the right to so elect is reserved to the Mortgagee under the terms of the Mortgage, then the Lessee may decline to repair, reconstruct or replace the Building and instead elect to terminate this Lease, provided that the Lessee makes such election within sixty (60) days after the date on which the Building was so damaged or destroyed and notifies the Lessor and the Commission of its election forthwith after making it. If the Lessee does not elect to so terminate this Lease, then the Lessee will repair, reconstruct or replace the Building or any part thereof damaged or destroyed in accordance with Section 10.2 or Section 10.3, as the case may be, and Section 10.4;
- (b) If the Mortgagee is the Corporation and it attorns to the Lessor as tenant and undertakes to be bound by and perform the covenants and agreements of the Lease, and subsequently during the Term the Building is damaged or destroyed to the extent of at least twenty-five percent (25%) of the full replacement cost of the Building, the Corporation as tenant may at its option either repair, reconstruct or replace the Building so damaged or destroyed or decline to repair, reconstruct or replace the Building and instead elect to terminate this Lease, provided that the Corporation as tenant makes such election within sixty (60) days after the date on which the Building was so damaged or destroyed and notifies the Lessor and the Commission of its election forthwith after making it. If the Corporation as tenant does not so elect to terminate this Lease, then the Corporation as tenant will repair, reconstruct or replace the Building or any part thereof damaged or destroyed in accordance with Section 10.2 or Section 10.3, as the case may be, and Section 10.4;
- (c) As soon as reasonably possible, but not later than one hundred and eighty (180) days following the date of termination of this Lease by the Lessee pursuant to Section 10.5(a) or Section 10.5(b), the Lessee will demolish and completely remove the Building and all foundations and debris from the Lands and restore the Lands to a neat and level condition in a good and workmanlike manner. Any insurance money payable by reason of any fire or other casualty causing such destruction will, notwithstanding the provisions of Article 9, be distributed as follows:
 - (i) firstly, to reimburse the Lessee for all costs and expenses necessarily incurred by the Lessee in the demolition and removal of the Building and

all foundations and debris from the Lands and the restoration of the Lands as aforesaid;

- (ii) secondly, to pay and satisfy the Mortgage, if any;
- (iii) thirdly, to pay the balance of the insurance monies, if any, as follows:

A. to the Lessor, the amount calculated as follows:

amount payable = (balance of insurance monies) x (days in expired portion of the Term ÷ total days in Term); and

B. to the Lessee, the amount calculated as follows:

amount payable = (balance of insurance monies) x (days remaining in the Term ÷ total days in Term),

provided however that any amount so payable to the Lessee will be paid directly to the Commission;

- (d) If this Lease is terminated pursuant to this Section 10.5, then upon the Lessee substantially completing the work required by Section 10.5(c), the Lessor will forthwith refund to the Commission a portion of the Basic Rent payable pursuant to this Lease, calculated as follows:

amount payable = (Basic Rent) x (days remaining in the Term as of the date of such substantial completion of work ÷ total days in the Term),

provided however that the Commission hereby assigns such refund to all Mortgagees, if any, and such refund will be paid by the Lessor to such Mortgagees in the same priority as registration of their Mortgages, if any;

- (e) Notwithstanding anything contained herein, in the event the Lessee terminates this Lease in accordance with this Section 10.5, this Section will nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as any obligations of the parties under this Section 10.5 or any part thereof remains unperformed; and
- (f) The provisions of this Section 10.5 are subject always to the provisions of Section 10.6.

10.6 Destruction or Damage During Last Five Years of Term

- (a) In the event of the complete or substantial destruction of the Building during the last five (5) years of the Term, the Lessee may, at its option, either reconstruct or replace the Building so destroyed or damaged in accordance with Section 10.3 or decline to do so, and instead elect to terminate this Lease, provided that the Lessee makes such election within sixty (60) days after the date on which the

Building was so destroyed and notifies the Lessor of its election forthwith after making it;

(b) As soon as reasonably possible, but not later than one hundred and eighty (180) days following the date of termination of this Lease by the Lessee pursuant to Section 10.6(a), the Lessee will demolish and completely remove the Building and all foundations and debris from the Lands and restore the Lands to a neat and level condition in a good and workmanlike manner. Any insurance money payable by reason of any fire or other casualty causing such destruction will, notwithstanding the provisions of Article 9, be distributed as follows:

(i) firstly, to reimburse the Lessee for all costs and expenses necessarily incurred by the Lessee in the demolition and removal of the Building and all foundations and debris from the Lands and the restoration of the Lands as aforesaid;

(ii) secondly, to pay and satisfy the Mortgage, if any;

(iii) thirdly, to pay the balance of the insurance monies, if any, as follows:

A. to the Lessor the amount calculated as follows:

amount payable = (balance of insurance monies) x (days in expired portion of the Term ÷ total days in Term); and

B. to the Lessee the amount calculated as follows:

amount payable = (balance of insurance monies) x (days remaining in the Term ÷ total days in Term),

provided however that any amount payable to the Lessee will be paid directly to the Commission;

(c) If this Lease is terminated pursuant to this Section 10.6, then upon the Lessee, substantially completing the work required by Section 10.6(b), the Lessor will forthwith refund to the Commission a portion of the Basic Rent payable pursuant to this Lease, calculated as follows:

amount payable = (Basic Rent) x (days remaining in the Term as of the date of substantial completion of such work ÷ total days in the Term),

provided however that the Commission hereby assigns such refund to all Mortgagees, if any, and such refund will be paid by the Lessor to such Mortgagees in the same priority as registration of their Mortgages, if any; and

(d) Notwithstanding anything contained herein, in the event the Lessee terminates this Lease in accordance with this Section 10.6, this Section 10.6 will nevertheless survive such termination and remain in full force and effect and be binding upon

the parties and their respective successors and assigns so long as any obligations of the parties under this Section 10.6 or any part thereof remains unperformed.

ARTICLE 11
INSPECTION AND EXHIBITION BY LESSOR

11.1 Inspection by Lessor and Commission

The Lessor and the Lessee agree that it will be lawful for representatives of the Lessor and the Commission to enter the Lands and the Building at all reasonable times during the Term and to examine the condition thereof. If the Lessor or the Commission determines that any of the repairs described in Section 7.2 are required, notice of such required repairs will be given by the Commission or the Lessor to the Lessee, and the Lessee will within fourteen (14) days after every such notice, or such longer period as provided in Section 17.1(d), repair and make good accordingly.

11.2 Exhibition by Lessor

During the final year of the Term, the Lessor will be entitled to display upon the Lands the usual signs advertising the Lands and Building as being available for purchase or lease, provided such signs are displayed in such a manner as not to unreasonably interfere with the Lessee's use and enjoyment of the Lands and the Building.

ARTICLE 12
OBSERVANCE OF GOVERNMENTAL REGULATIONS

12.1 Compliance

The Lessee covenants to competently and faithfully observe and comply with all laws, bylaws and lawful orders which apply to the Lands and the Building or the Lessee's occupation of or activities on the Lands or in the Building, and to not use or occupy or permit to be used or occupied the Lands or the Building or any part thereof for any illegal or unlawful purpose or in any manner which would result in the cancellation or threatened cancellation of any insurance, or in the refusal of any insurer to issue any insurance as requested. If any law, bylaw or lawful order is directed at or places a duty or obligation upon the Lessor, then the same will be performed and observed by the Lessee, at its cost, in the place and stead of the Lessor.

ARTICLE 13
EXCLUSION OF LIABILITY AND INDEMNITY

13.1 Limitation of Liability and Release

Neither the Lessor nor the Commission nor their respective Personnel or contractors will be liable for, and the Lessee hereby releases the Lessor, the Commission and their respective Personnel and contractors from all Losses, including without limitation, Losses as a result of:

- (a) any bodily injury or death caused, suffered or sustained in or about the Lands or the Building; or
- (b) any property damage or other loss or damage to the Lands or the Building, or to any property belonging to the Lessee or to any other person in or about the Lands or the Building,

unless resulting from the respective negligence or wilful acts of the Lessor, the Commission or their respective Personnel or contractors, as the case may be.

13.2 Exclusion of Liability

Notwithstanding Section 13.1, neither the Lessor nor the Commission nor their respective Personnel or contractors will be liable for:

- (a) business, economic or indirect loss or damage of any nature whatsoever, however caused, which may be suffered or sustained by the Lessee or any other person who may be in or about the Lands or the Building; or
- (b) any loss against which the Lessee is obligated to insure or has insured.

13.3 Indemnification

The Lessee will indemnify and save harmless the Lessor, the Commission and their respective Personnel and contractors from and against all Losses which the Lessor, the Commission or their respective Personnel or contractors may suffer or incur arising out of this Lease; provided, however, that such indemnity will not apply to the extent to which such Losses result from the respective negligence and/or wilful acts of the Lessor, the Commission or their respective Personnel or contractors, as the case may be. Subject to the foregoing proviso, the Lessee will indemnify and save harmless the Lessor, the Commission and their respective Personnel and contractors in respect of all Losses:

- (a) as a result of bodily injury or death, property damage or other damage arising from the conduct of any work by or any act or omission of or relating to or arising from the occupation or possession of the Lands and the Building by the Lessee or any assignee, subtenant, Personnel, contractor, invitee or licensee of the Lessee; or
- (b) suffered or incurred by the Lessor, the Commission or their respective Personnel and contractors that arise, whether directly or indirectly, from any breach by the Lessee, its Personnel, contractors or any other person for whom the Lessee is responsible in law, of any of its covenants and obligations under this Lease.

13.4 Indemnification Survives Termination of Lease

The obligations of the Lessee to indemnify the Lessor, the Commission and their respective Personnel and contractors will apply and continue notwithstanding the termination or expiration of this Lease.

13.5 Indemnity Exemption for PRHC

None of the provisions of the Lease which require the Lessee to indemnify the Lessor or the Commission will apply if PRHC is the Lessee under this Lease.

ARTICLE 14
SUBLETTING AND ASSIGNING

14.1 Subletting and Assigning by Lessee

The Lessee will not sublease, assign, transfer, sell or encumber the Lease or enter into any agreement for the purpose of sub-leasing, assignment, transferring, selling or encumbering the Lease, the Building or the Lands, except as expressly permitted in this Lease, or with the prior written consent of the Lessor and the Commission, which consent the Lessor and the Commission may arbitrarily withhold; provided, however, that if the Lessee is PRHC, the Corporation or a Mortgagee which is an Approved Lender, the Lessor and the Commission will not unreasonably withhold their consent. The Lessee may sublet or grant licences or other rights to occupy or use any part of the Building to:

- (a) Eligible Occupants; or
- (b) staff and other personnel authorized by the Lessor and the Commission who are required to operate and maintain the Building and the Lands for the purposes of this Lease.

14.2 Copies of Subleases

If requested by the Lessor or the Commission, a copy of all subleases will be forwarded to the Lessor or the Commission, as the case may be, within fourteen (14) days after the receipt of the request.

14.3 Where Mortgagee is Approved Lender, Commission or Corporation

If a Mortgagee which is an Approved Lender, the Commission or the Corporation takes an assignment of the rents payable to the Lessee by holders of occupation rights granted by the Lessee pursuant to Section 14.1, the Lessee is permitted to enter into such assignment of rents, without the consent of the Lessor or the Commission, as collateral or additional security for an Insured Loan, if such Mortgagee has registered that assignment in the Land Title Office as a charge against the interest of the Lessee in the Lands and the Building or any part thereof.

ARTICLE 15
MORTGAGE

15.1 Mortgaging by Lessee

The Lessee may mortgage its leasehold interest in the Lands and the Building only with the prior written consent of the Lessor, which consent may not be unreasonably withheld, and the Commission, which consent may be arbitrarily withheld. Notwithstanding any

such Mortgage, the Lessee will be and remain liable for the payment of all Basic Rent and Additional Rent, and the performance of all of its obligations set out in this Lease.

15.2 Tripartite Agreement

At the request of the Mortgagee, the Lessor will execute and deliver to the Mortgagee an agreement among the Lessee, the Lessor and the Mortgagee, or between the Lessor and the Mortgagee, which will be binding and enforceable against the Lessee (if a party thereto), the Lessor and the Mortgagee and their successors and assigns, whereby the Lessor will grant to the Mortgagee the rights and remedies granted to Mortgagees under this Lease.

ARTICLE 16 BANKRUPTCY OF LESSEE

16.1 Bankruptcy of Lessee

Subject to the provisions of Section 17.2(c), if the Lessee's interest in this Lease is at any time seized or taken in execution by any creditor of the Lessee, or if the Lessee makes a general assignment for the benefit of creditors, or institutes proceedings to subject itself to the *Winding-up and Restructuring Act* (Canada) or to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, or files an application or petition or answer or consent seeking reorganization or readjustment of the Lessee under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada) or any law of Canada or any province thereof relating to bankruptcy or insolvency, or consents to the filing of any such application or petition, or consents to the appointment of a receiver, or if the Lessee or its directors pass any resolution authorizing the dissolution or winding-up of the Lessee, or if a receiver, interim receiver, trustee or liquidator of all or any part of the property of the Lessee is appointed or applied for by the Lessee, or if a judgment, decree or order is entered by a court of competent jurisdiction adjudging the Lessee a bankrupt or insolvent or subject to the provisions of the *Winding-up and Restructuring Act* or *Bankruptcy and Insolvency Act* or determining the proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding-up or any similar relief under the *Bankruptcy and Insolvency Act* or the *Companies' Creditors Arrangement Act* or any law of Canada or any province thereof relating to bankruptcy or insolvency has been properly instituted, then, subject to Article 23, this Lease will, at the option of the Lessor, immediately become terminated.

ARTICLE 17 DEFAULT BY LESSEE

17.1 Re-entry on Certain Defaults by Lessee

Subject to the provisions of Section 17.2 and Article 22, if and whenever:

- (a) Basic Rent or any part thereof is not paid on the day appointed for payment thereof; or

- (b) the Lessee defaults in payment of Additional Rent or any other sums required to be paid to the Lessor or the Commission by any provision of this Lease, and such default continues for thirty (30) days following any specific due date on which the Lessee is to make such payment or, in the absence of such specific due date, for thirty (30) days following notice by the Lessor or the Commission requiring the Lessee to pay the same; or
- (c) the Building is abandoned or remains vacant for more than thirty (30) days; or
- (d) the Lessee defaults in performing or observing any of its other covenants or obligations under this Lease, or any event occurs which by the terms of this Lease constitutes a breach hereof or confers upon the Lessor the right to re-enter or forfeit or terminate this Lease, and the Lessor has given to the Lessee notice of such default or the happening of such event, and if at the expiration of forty-five (45) days after the giving of such notice the default continues to exist, or in the case of a default which cannot with due diligence be cured within the period of forty-five (45) days aforesaid, if the Lessee does not commence the rectification of such default within the said forty-five (45) day notice period and thereafter promptly and diligently and continuously proceed with such rectification; or
- (e) this Lease expires or is forfeited or terminated pursuant to any other provision contained herein, including, without restricting the generality of the foregoing, the termination of this Lease pursuant to the provisions of Sections 4.3, 10.5 and 10.6,

then and in every such case, it will be lawful for the Lessor at any time thereafter without notice or demand, with or without process of law and by forced entry if necessary, to enter into and upon the Lands and the Building, or part thereof in the name of the whole, and, if this Lease has not already expired or been forfeited or terminated, to terminate this Lease by leaving upon the Lands notice in writing of such termination. If the Lessor terminates this Lease pursuant to this Section 17.1, or otherwise as a result of default of the Lessee, or if the Lessee has forfeited this Lease, the Lessee will be liable to the Lessor for the rents and all other amounts to be paid and the covenants to be performed by the Lessee up to the date of such termination or forfeiture.

17.2 Notice to and Remedies of Mortgagee

The following provisions will apply with respect to any Mortgagee:

- (a) no re-entry, termination or forfeiture of this Lease by the Lessor will be valid against the Mortgagee who has filed with the Lessor a notice of the Mortgage and specified an address for notice in accordance with Article 25, unless the Lessor has first given to the Mortgagee written notice of the default entitling the Lessor to re-enter, terminate or forfeit this Lease, specifying the nature of that default, and stating the Lessor's intention to take such proceedings and requiring the Mortgagee:
 - (i) to cure the default specified in the notice within a period of sixty (60) days from the date of receipt of that notice by the Mortgagee; or

- (ii) if the default is other than the failure to pay Basic Rent or Additional Rent or any other sums required to be paid to the Lessor by any provision of this Lease, and if the default cannot reasonably be cured within such sixty (60) day period, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default;

and the Lessor hereby grants the Mortgagee access to the Lands and the Building for that purpose. If the default is cured within the period specified, or in the circumstances referred to in 18.2(a)(ii), if cured within a reasonable period, the Mortgagee will be entitled to continue as tenant for the balance of the Term provided that the Mortgagee attorns as tenant to the Lessor and undertakes to be bound by and to perform and observe all of the Lessee's obligations, covenants and agreements under this Lease until such Mortgagee as tenant assigns its leasehold estate as permitted by this Lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and its personal representatives, successors and assigns as of the date of the assignment and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to be bound by and to perform and observe all of the Lessee's obligations, covenants and agreements under this Lease. If the Mortgagee consists of more than one mortgagee, each having a separate charge upon the Lessee's interest in this Lease, and more than one of them wishes to cure the default specified in the notice aforesaid, then the Lessor hereby agrees to permit curing of the default specified as aforesaid by that Mortgagee that is willing to cure the default and attorn as tenant as aforesaid and whose charge ranks in priority over the charge or charges held by the other Mortgagee or Mortgagees willing to cure and attorn as aforesaid, except that in the event that any Mortgagee has commenced a foreclosure action, the provisions of Section 17.2(b) will apply;

- (b) in the event the Mortgagee commences foreclosure proceedings against the Lessee, whether or not the Lessee is in default of the performance of its covenants and agreements with the Lessor under this Lease, the Lessor will not re-enter, terminate or forfeit this Lease after the commencement of foreclosure proceedings on the ground of any default entitling the Lessor to re-enter, terminate or forfeit this Lease if the Mortgagee:
 - (i) has given to the Lessor notice of the foreclosure proceedings;
 - (ii) is actively prosecuting the foreclosure proceedings;
 - (iii) except for the bankruptcy or insolvency of the Lessee, which will be governed by Section 17.2(c), cures the default within a period of sixty (60) days from the date of receipt of notice from the Lessor specifying the nature of the default, or if the default is other than the failure to pay Basic Rent or Additional Rent or any other sums required to be paid to the Lessor by any provision of this Lease and if such default cannot reasonably be cured within such sixty (60) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default; and

- (iv) performs and observes all of the Lessee's covenants and agreements under this Lease, except for any obligation to cure the bankruptcy or insolvency of the Lessee and except for the obligations of the Lessee which the Mortgagee is exempt from fulfilling pursuant to the terms of this Lease, and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee;

provided, however, that if the Mortgagee is an Approved Lender, the Corporation or the Commission, the curing of the default may be delayed until the earlier of the date of the assignment of this Lease to a third party or an Approved Lender, the Corporation or the Commission acquiring the Lessee's interest in this Lease. In the event that the Mortgagee acquires the Lessee's interest in the Lands and Building pursuant to the foreclosure proceedings, the Mortgagee will thereupon become subrogated to the rights of the Lessee under this Lease, provided it attorns to the Lessor as tenant and undertakes to be bound by and perform the covenants and agreements of this Lease until such Mortgagee as Lessee assigns its leasehold estate as permitted by this Lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and its personal representatives, successors and assigns as of the date of the assignment and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to be bound by and to perform the covenants and agreements of this Lease. If the Mortgagee consists of more than one mortgagee and more than one of them commences foreclosure proceedings, the right to cure any default granted by this Section 17.2(b) to a foreclosing Mortgagee will be deemed granted to them in the order of priority of the charges held by the foreclosing mortgagees;

- (c) if this Lease is subject to termination or forfeiture pursuant to Article 17 by reason of the bankruptcy or insolvency of the Lessee and the Mortgagee has filed with the Lessor a notice of Mortgage in favour of the Mortgagee and specified an address for notice in accordance with Article 25, the Lessor will give to the Mortgagee notice of the bankruptcy or insolvency of the Lessee entitling the Lessor to terminate or forfeit this Lease and stating the Lessor's intention to take such proceedings and requiring the Mortgagee to cure the Lessee's default under this Lease (except for the bankruptcy or insolvency of the Lessee), and the Lessee's default will be deemed to have been sufficiently cured if the Mortgagee:
 - (i) takes possession and control of the Lands and Building, or cause a receiver to be appointed under the terms of the Mortgagee's charge or by a court of competent jurisdiction, which receiver will take possession and control of the Lands and Building, and the Lessor hereby grants the Mortgagee or such receiver access to the Lands and Building for that purpose;
 - (ii) cures every default under this Lease (except for the bankruptcy or insolvency of the Lessee) within a period of sixty (60) days from the date of receipt by the Mortgagee of the notice from the Lessor of the bankruptcy or insolvency of the Lessee, or if such default or defaults are other than the failure to pay Basic Rent or Additional Rent or any other

sums required to be paid to the Lessor by any provision of this Lease and if such default or defaults cannot reasonably be cured within such sixty (60) day period, immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure such default or defaults; provided, however, that if the Mortgagee is an Approved Lender, the Commission or the Corporation, the curing of the default may be delayed until the earlier of the date of the assignment of this Lease to a third party or an Approved Lender or the Commission or the Corporation acquiring the Lessee's interest in this Lease; and

- (iii) subject to the right of an Approved Lender, the Commission or the Corporation to delay the curing of the default as set out in Section 17.2(c)(ii), attorns as tenant to the Lessor and undertakes to observe, be bound by and perform the obligations, covenants and agreements of the Lessee under this Lease until such Mortgagee, as tenant, assigns its leasehold estate as permitted under this Lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and its personal representatives, successors and assigns as of the date of the assignment and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to observe, be bound by and perform the obligations, covenants and agreements of the Lessee under this Lease.

If the Mortgagee consists of more than one mortgagee, the right to take possession and control, to cure any default and to assume the Lease as aforesaid will be deemed granted to them in the order of the priority of their respective charges;

- (d) any re-entry, termination or forfeiture of this Lease made in accordance with the provisions of this Lease as against the Lessee will be valid and effectual against the Lessee even though made subject to the rights of any Mortgagee to cure any default of the Lessee and to continue as tenant under this Lease; and
- (e) no entry upon the Lands or into the Building by the Mortgagee for the purpose of curing any default of the Lessee will release or impair the continuing obligations of the Lessee.

17.3 Remedies of Lessor and the Commission are Cumulative

The remedies of the Lessor and the Commission specified in this Lease are cumulative and are in addition to any remedies that the Lessor and the Commission may have at law or equity. No remedy will be deemed to be exclusive, and the Lessor and the Commission may from time to time have recourse to one or more or all of the available remedies specified herein, or at law or equity. In addition to any other remedy provided in this Lease, the Lessor and the Commission will be entitled to restrain by injunction any violation or attempted or threatened violation by the Lessee of any of the covenants or agreements contained herein.

17.4 Waiver by Lessor and Commission

The failure of the Lessor or the Commission to insist upon the strict performance of any covenant or agreement contained in this Lease will not waive such covenant or agreement, and the waiver by the Lessor or the Commission of any breach of any covenant or agreement of the Lessee under this Lease will not constitute a waiver of such covenant or agreement in respect of any other breach. The receipt and acceptance by the Lessor of rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Lessee will not constitute a waiver of such breach. No waiver by the Lessor or the Commission will be effective unless made in writing.

ARTICLE 18
ARBITRATION

18.1 Arbitration

If a disagreement arises pursuant to Sections 4.3, 4.6, or 6.1, the same will be settled by arbitration. The arbitration will be conducted by a single arbitrator chosen by the Commission which arbitrator will be at arm's length from the Commission. The costs and expenses of the reference and award will be dealt with as follows:

- (a) each party will bear its own expense of preparing and presenting its case to the arbitrator, irrespective of whether any such expense was incurred or contracted for prior to the commencement of the arbitration process, including the expenses of appraisals, witnesses and legal representation; and
- (b) the fees of the arbitrator will be paid as determined by the arbitrator.

The *Arbitration Act* (British Columbia) will apply with respect to the arbitration. If an Approved Lender or the Corporation holds a Mortgage of the Lessee's leasehold interest in the Lands and Building, any notice of a dispute given under this Section by one of the parties to the others will be given at the same time to such Mortgagee, if it has specified an address for notice, and such Mortgagee so notified will be given a reasonable opportunity by the parties to participate in the arbitration proceedings if it considers such proceedings may affect the Mortgage security.

ARTICLE 19
SURRENDER OF LEASE

19.1 Surrender of Lease

At the termination or expiration of the Term, whether by forfeiture, default or lapse of time, the Lessee will surrender the Lands and Building to the Lessor in the condition in which they were required to be kept by the Lessee pursuant to the provisions of this Lease, including, without restricting the generality of the foregoing, the provisions of Sections 10.5(c) and 10.6(b), except as herein otherwise expressly provided.

ARTICLE 20
QUIET ENJOYMENT, OWNERSHIP OF TENANTS' FIXTURES AND OWNERSHIP OF
BUILDING

20.1 Covenant for Quiet Enjoyment

Subject to the Lessor's and the Commission's rights herein, and subject to the Permitted Encumbrances as extended or modified from time to time, if the Lessee pays the Rent hereby reserved and all other amounts payable hereunder, and observes and performs all of the obligations, covenants and agreements of the Lessee herein contained, the Lessee may peaceably enjoy and possess the Lands for the Term, without any interruption or disturbance whatsoever from the Lessor or any other person, firm or corporation lawfully claiming through, from or under the Lessor, provided however that the enforcement by the Lessor, in its capacity as a local government, of its laws, bylaws and orders that touch and concern the Lands and Building will not be a breach of the Lessor's covenant set forth in this Section 20.1.

20.2 Ownership of Tenant's Fixtures

The Lessee may confer upon tenants or occupants of the Building the right of property in, or the right to remove, fixtures or improvements which are of the nature of usual tenants' fixtures and normally removable by tenants, and which are not part of the Building or the Lands. The Lessee will make good, or will cause such tenants to make good, any damage to the Building caused by any removal of the tenants' fixtures.

20.3 Ownership of Building

The Building will become the absolute property of the Lessor, free and clear of all liens, charges, encumbrances, equities or claims of any kind or nature whatsoever, save and except for the Permitted Encumbrances, upon the expiration or earlier termination of the Term or any permitted period of overholding, except as provided in Article 10, but will be deemed, as between the Lessor and the Lessee during the Term, to be the separate property of the Lessee and not of the Lessor but subject to and governed by all the provisions of this Lease, provided always that the Lessor's absolute right of property in the Building, which will arise at the expiration or earlier termination of the Term or any permitted period of overholding, will take priority over any other interest in the Building that may now or hereafter be created by the Lessee without the prior written consent of the Lessor, and provided that all dealings by the Lessee with the Building which in any way affect title thereto will be made expressly subject to this right of the Lessor and the Lessee will not assign, encumber or otherwise deal with the Building separately from any permitted dealing with the leasehold interest under this Lease, to the intent that no person will hold or enjoy any interest in this Lease acquired from the Lessee who does not at the same time hold a like interest in the Building.

ARTICLE 21
OVERHOLDING

21.1 Overholding

The Lessee covenants and agrees with the Lessor that if the Lessee overholds and the Lessor accepts rent after the expiration of the Term, the new tenancy thereby created will be a tenancy from month to month and not a tenancy from year to year and will be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month, provided however that the monthly Basic Rent payable by the Lessee will be the then market rental value of the Lands and the Building as determined from time to time in the bona fide opinion of the Lessor, and such monthly Basic Rent will be paid in advance. The Lessee will also pay monthly as Additional Rent one-twelfth of the then current amounts described in Section 3.1 or 3.2 hereof, as the case may be.

ARTICLE 22
ADDITIONAL RIGHTS OF THE COMMISSION

22.1 Notice to Commission

Unless otherwise agreed in writing by the Commission and unless failure of the Lessor to act in the circumstances would result in an emergency situation, the Lessor may not exercise any of its rights which arise as a result of a default by the Lessee under this Lease until ninety (90) days (the "Notice Period") after receipt by the Commission of written notice describing the Lessee's default.

If at the expiration of the Notice Period:

- (a) the Commission has not cured such default; and
- (b) the Commission has not given the Lessor a notice in writing (the "Attornment Notice") advising the Lessor that the Commission or its nominee will attorn as tenant under this Lease; or

then the Lessor will be at liberty to proceed to exercise any of the powers given to it under this Lease. Upon receipt of the Attornment Notice the Lessor will enter into the necessary agreement with the Commission or its nominee allowing them to attorn as tenant under the Lease.

22.2 Rights of Commission Not Limited

The rights given to the Commission pursuant to Article 23 are not to be construed in any manner whatsoever so as to limit or otherwise prejudice the rights of the Commission under any other agreement, including the Operating Agreement.

22.3 Commission May Perform Obligations of Lessee

Where the Commission chooses to perform an obligation of the Lessee under this Lease in order to avoid forfeiture, the Lessor will accept that performance as if the same had been performed by the Lessee.

ARTICLE 23 ENVIRONMENTAL MATTERS

23.1 Definitions

For the purposes of this Article 24:

- (a) “Contaminants” mean any pollutants, contaminants, deleterious substances, underground or aboveground tanks, asbestos materials, urea formaldehyde, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance which is now or hereafter prohibited, controlled or subject to Environmental Laws; and
- (b) “Environmental Laws” means any statute, law, regulation, order, bylaw, standard, guideline, permit and other lawful requirement of any governmental authority having jurisdiction over the Lands or Building, now or hereafter in force and relating in any way to the environment, health, occupational health and safety, product liability or transportation of dangerous goods, and includes the principles of common law and equity.

23.2 Lessee’s Covenants and Indemnity

The Lessee covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Lands or Building for the sale, storage, manufacture, disposal, handling, treatment, use or any other dealing with Contaminants, without the prior written consent of the Lessor, which consent may be arbitrarily withheld;
- (b) to strictly comply, and cause all persons for whom it is at law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Lands and Building;
- (c) to promptly provide to the Lessor a copy of any environmental site investigation, assessment, audit or report relating to the Lands or Building and conducted by or for the Lessee at any time before, during or after the Term, or any renewal or extension thereof. The Lessee hereby waives the requirement for the Lessor to provide a site profile for the Lands pursuant to the *Environmental Management Act* (British Columbia), any regulations enacted pursuant thereto, or any similar or successor legislation;

- (d) to promptly provide to the Lessor on request such written authorizations as the Lessor may require from time to time to make inquiries of any governmental authorities regarding the Lessee's compliance with Environmental Laws;
- (e) to promptly notify the Lessor in writing of the existence or release of any Contaminant on, in or under the Lands or Building or of any other occurrence or condition on the Lands or any adjacent property that could contaminate the Lands or the Building or result in the non-compliance of the Lands or Building with Environmental Laws, or subject the Lessor or Lessee to any fines, penalties, orders, investigations or proceedings under Environmental Laws;
- (f) on the expiry or earlier termination of this Lease, or at any time if requested by the Lessor or required pursuant to Environmental Laws, to remove from the Lands and Building all Contaminants, and to remediate any contamination of the Lands or any adjacent or other affected property resulting from Contaminants, in either case brought onto, used at, created upon or released from the Lands by the Lessee or any person for whom the Lessee is at law responsible. The Lessee will perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants will remain the property of the Lessee, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding their degree of affixation to the Lands or Building; and
- (g) without limiting the generality of Article 14, to indemnify the Lessor, the Commission, and their respective Personnel and contractors from any and all Losses (including the cost of remediation of the Lands and Building and any other affected property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this Article 24 by the Lessee; or
 - (ii) the release or alleged release of any Contaminants on or from the Lands related to or as a result of the use and occupation of the Lands and Building by, or any act or omission of, the Lessee or any person for whom the Lessee is responsible at law.

The obligations of the Lessee under this Article 24 will survive the expiry or earlier termination of this Lease, and the obligations of the Lessee under this Article 24 are in addition to, and will not limit, the other obligations of the Lessee under this Lease.

ARTICLE 24 NOTICES

24.1 Notices

All notices, demands and request which may or are required to be given pursuant to this Lease will be in writing and will be sufficiently given if served personally upon the party for which it is intended, or mailed prepaid and double registered:

(a) in the case of the Lessor, addressed to:

District of ●
●
●, British Columbia ●
Attention: ●

(b) in the case of the Commission or PRHC, addressed to:

British Columbia Housing Management Commission
Suite 1701 - 4555 Kingsway
Burnaby BC V5H 4V8
Attention: Manager Real Estate Services

(c) in the case of the Lessee, addressed to:

●
●, British Columbia ●
Attention: ●

or at such other addresses as each of the parties may from time to time advise by notice in writing. Mortgagees will supply their respective mailing addresses to the Lessor and the Lessee. The date of receipt of any such notice, demand or request will be deemed to be the date of delivery if such notice, demand or request is served personally or if mailed as aforesaid on the fifth business day next following the date of such mailing; provided, however, that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slow down of postal service or other labour dispute which affects the delivery of such notice, then such notice will be deemed to be received when actually delivered.

ARTICLE 25 EASEMENTS

25.1 Easements *[NTD: delete if easements are not registered.]*

During the Term:

- (a) the Lessor will not amend nor discharge the easements benefiting the Lands registered against the Lands under Nos. _____ and _____; and
- (b) the Lessee will fulfill the obligations of and will enjoy the benefits conferred upon the grantee in the easements.

ARTICLE 26
STATUTORY RIGHT OF WAY

26.1 Statutory Right of Way *[NTD: delete if statutory right of way not registered]*

During the Term:

- (a) the Lessor will not amend nor discharge the statutory right of way registered against the Lands under No. _____ (the “Statutory Right of Way”) without the consent of the Lessee, such consent not to be unreasonably withheld;
- (b) the Lessor will, at its cost, construct, maintain and repair the right of way area described in the Statutory Right of Way (the “Right of Way Area”);
- (c) the Lessor will fulfill the obligations of the Transferor contained in the Statutory Right of Way and will indemnify and save harmless the Lessee, the Commission and their respective personnel and contractors from and against all Losses which the Lessee or the Commission or their respective personnel or contractors may suffer or incur arising out of, or in any way connected with, the granting of the Statutory Right of Way, and the use of the Right of Way Area, provided however, that such indemnity will not apply to the extent, if any, to which such losses directly result from the respective negligence of the Lessee, the Commission or their respective personnel or contractors, as the case may be; and
- (d) notwithstanding any rights granted to the Lessor (as defined in the Statutory Right of Way), the Lessor will not exercise such rights in a manner that would unreasonably interfere with the Lessee and its invitees and permittees use and enjoyment of the Right of Way Area, and in particular, the right to pass and repass on, over and along the Right of Way Area, in common with members of the public.

ARTICLE 27
MISCELLANEOUS

27.1 Statements by Lessor

The Lessor and the Lessee will, at any time and from time to time, upon not less than thirty (30) days prior request by the other party, execute, acknowledge and deliver to the other a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect, or if there have been modifications, the nature of such modifications and that the same are in full force and effect as modified;
- (b) the dates to which the rent and any other amounts payable under this Lease have been paid; and

- (c) that to the best of the information and belief of the maker of the statements, the Lessor and the Lessee are not in default under any provision of this Lease, or, if in default, the particulars thereof.

27.2 Time of Essence

Time will be of the essence of this Lease, save as otherwise specified herein.

27.3 Formality of Modifications

This Lease may not be modified or amended except by an instrument in writing executed by the Lessor and the Commission or their successors or assigns, and by the Lessee or its successors or permitted assigns.

27.4 Captions and Headings

The captions and headings throughout this Lease are for convenience and reference only and the words and phrases contained therein will in no way be held or deemed to define, limit, describe explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.

27.5 Enurement

It is further agreed and declared by the Lessor and the Lessee that this Lease will extend to, be binding upon and enure to the benefit of the Lessor, the Commission and the Lessee, the successors and assigns of the Lessor and the Commission, and the successors and permitted assigns of the Lessee.

27.6 Covenants or Conditions

All of the provisions of this Lease will be deemed and construed to be conditions as well as covenants, as though the words specifically expressing or importing covenants or conditions were used in each separate provision hereof.

27.7 References

The words “herein”, “hereby”, “hereunder” and words of similar import refer to this Lease as a whole and not to any particular Article, Section or subsection in this Lease.

27.8 Execution

By signing the General Instrument, the parties have agreed to be bound by their respective obligations contained in this Lease.

End of Document



Notice is hereby given pursuant to section 24 and 26 of the *Community Charter* that the District of Ucluelet intends to dispose of District land by lease for a 60-year term at less than market value. The land value is estimated by the District to be approximately \$425,000:

Description of Lands:	Lot 34, Section 21, Clayoquot Land District, Plan VIP82303; PID 026-919-788 (1300 Peninsula Road)
Leasee:	Westcoast Community Resources Society (Inc. No. 890654445RR001)
Nature of Disposition:	60-year lease
Lease Amount:	\$1.00
Notes:	<p>The lease of this land to the Westcoast Community Resources Society is subject to BC Housing providing a Community Housing Fund grant for the development of 5 mixed affordable rental housing units.</p> <p>For additional information and/or inquiries regarding the land disposition, please contact the District Corporate Officer.</p>

If you wish to provide public input on the proposed disposition of land, Council will receive written submissions at its November 21, 2023, regular meeting. Written submissions must be received by **9:00 am on Tuesday November 21, 2023**, at info@ucluelet.ca, by mail at PO Box 999 Ucluelet, BC V0R3A0 or physically delivered to 200 Main Street, Ucluelet, BC.

From: [MCF Info MCF:EX](#)
To: [Info Ucluelet](#)
Date: October 31, 2022 10:31:37 AM
Attachments: [image001.png](#)

[External]

VIA E-MAIL

Ref:
273526

Mayor and Council
District of Ucluelet
E-mail: info@ucluelet.ca

Dear Mayor and Council:

As Minister of Children and Family Development, I am honoured to declare that November will once again be recognized as Adoption Awareness Month.

This month is about raising awareness for adoption and permanency in British Columbia and celebrating the families that provide children and youth with love and support as permanent members of their family. Adoptive families make a difference in the lives of children and youth by providing care, guidance, and a sense of belonging. They offer a welcoming stability, ensuring children and youth have the foundation they need to build the lives they dream of, while recognizing the importance of staying connected to their community and culture.

November is also about recognizing that there are children who are still waiting for permanent families. There continues to be a need for more adoptive families in British Columbia to provide children with permanent, secure, and loving homes.

There are many online resources and support services that can help families who are considering adoption in British Columbia.

- The [Ways to Adopt in British Columbia Web site](#) provides information on adoption in British Columbia, such as infant adoption, relative and step-parent adoption, and adopting a child or youth from another country.
- [Adopt BC Kids](#) is an online portal that provides British Columbians wishing to adopt children and youth from foster care with information and guidance through their adoption application.
- [The Adoptive Families Association of British Columbia](#) provides information and support services for families who wish to adopt now or in the future.

I encourage you to share these resources with your community members who are interested in becoming an adoptive or permanent family.

Please join me in celebrating November as Adoption Awareness Month to recognize all the families that have provided children and youth with the care, compassion, and the unselfish commitment of a permanent home, and to all those who may do so in the future. On behalf of the Government of British Columbia, thank you for your continued leadership in supporting adoptive and permanent families in your community.

Sincerely,

Mitzi Dean
Minister

Sent on behalf of the Minister by:

Text Description automatically generated



This communication and any accompanying document is confidential and is intended solely for the addressed recipient(s). If you received this e-mail message in error, please delete the e-mail and any attachments and contact the Client Relations Branch, Ministry of Children and Family Development at: MCF.Info@gov.bc.ca.

From: [Info Ucluelet](#)
To: [Joseph Rotenberg](#)
Cc: [Duane Lawrence](#)
Subject: FW: Ownership Matters: Building Community Wealth in Canada - Invitation to Speaker Series
Date: November 3, 2023 8:18:35 AM
Attachments: [image001.png](#)

FYI



Kathryn Wallace
Administrative Clerk

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

From: Heather Hachigian <Heather.Hachigian@royalroads.ca>
Sent: Thursday, November 2, 2023 10:44 PM
Subject: Ownership Matters: Building Community Wealth in Canada - Invitation to Speaker Series

[External]

Good Evening Mayor, Council, and Senior Staff,

In the face of the concurrent challenges of climate change, rising inequality, and divisive political discourse, local governments around the world are engaging in transformative approaches to local economic development by building wealth within their communities. A key economic structure to keeping this wealth in communities is ownership, as it is the ownership of wealth-generating assets like real estate, infrastructure, and local businesses that can further perpetuate these challenges or can be leveraged by communities to fundamentally address them.

With a foreword by Lisa Helps, former Mayor of Victoria and Housing Solutions Advisor in the Premier's Office, [Ownership Matters: Building Community Wealth in Canada](#) identifies opportunities for governments at all levels in Canada to make changes required to help create the economies and communities we all need for the future. We invite you to read the report and share it with your networks.

We are also hosting a speaker series on Ownership Matters: Building Community Wealth, with the first speaker series taking place on **Friday, November 17th, from 10 am - 11 am (Pacific Time)**. It will introduce the concept of community ownership within the broader community wealth building frame and showcase innovative examples of community ownership of wealth-generating assets in Canada.

The speaker series will lead to an in-person event on community wealth building and community ownership in Victoria, BC, in May 2024.

You can find details and register for one or more of the online speaker series here:

<https://ownershipmatters.ca/speaker-series>.

Thank you for taking the time to review the report and invitation.

Kind regards,

Heather

Heather Hachigian, PhD, Assistant Professor

School of Business | **Royal Roads University**

2005 Sooke Road, Victoria, BC Canada V9B 5Y2 | royalroads.ca

Royal Roads acknowledges the campus is located on the traditional Lands of the Lekwungen-speaking Peoples, the Songhees and Esquimalt Nations.

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From: [Info Ucluelet](#)
To: [Joseph Rotenberg](#)
Cc: [Duane Lawrence](#)
Subject: FW: AVICC at UBCM & Emergency Management Engagement
Date: November 2, 2023 10:47:38 AM
Attachments: [image001.png](#)
[image002.png](#)

FYI



Kathryn Wallace
Administrative Clerk

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

From: AVICC Info <info@avicc.ca>
Sent: Wednesday, November 1, 2023 9:37 AM
To: Theresa Dennison <tdennison@avicc.ca>
Subject: AVICC at UBCM & Emergency Management Engagement

[External]

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

Hello AVICC Members,

The AVICC Executive and staff enjoyed the opportunity to connect with AVICC Members at the 2023 UBCM Convention, September 18-22 in Vancouver. UBCM Members attended educational sessions, networking events, resolutions sessions, and countless Minister meetings. We appreciate the efforts of AVICC members to advocate to the Province on behalf of their communities. Thank you to those who attended the AVICC Luncheon, where Premier David Eby was present and addressed our delegates. Information about AVICC's activities at the UBCM Convention can be found on our website at the following link: [AVICC at UBCM 2023](#).

Updates have recently been made to the Province's website regarding [modernized emergency management legislation](#). The Province has launched an engagement webpage to gather input on post-emergency financial assistance (DFA) and local authority emergency management regulations. There are opportunities to read and respond to discussion posts about financial assistance. You can also sign-up for a workshop. Written submissions are being accepted until Dec. 31, 2023. To participate, visit <https://engage.gov.bc.ca/emergencymanagementregulations>.

Association of Vancouver Island and Coastal Communities
236.237.1202
info@avicc.ca
www.avicc.ca



The AVICC acknowledges that we are grateful to live, work, and play on the traditional territories of the Coast Salish, Nuu-Chah-Nulth and Kwak-Waka'wakw Peoples

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VIA EMAIL

Ref: 62641

November 9, 2023

Their Worship Marilyn McEwen
 Mayor of the District Municipality of Ucluelet
 Email: mmcewen@ucluelet.ca

Dear Mayor Marilyn McEwen:

RE: New legislation to support local government housing initiatives

Over the past week, I have introduced several pieces of legislation to support local governments to get more homes built faster while enabling updated and new tools to effectively fund the costs of infrastructure and amenities to support increased housing supply and growth. Taken together, these changes are critical to getting more of the right kind of housing built in the right places to provide homes for British Columbians.

Last week, I introduced Bill 44, to support communities to deliver the homes people need quickly by allowing small-scale multi-unit housing across BC. These homes, including townhomes, triplexes, and secondary suites, can generally be built in a reasonable timeframe and blend more seamlessly into neighbourhoods. The legislation will apply to many areas of the province, and we anticipate it will allow up to 4 units in single-detached and duplex zones (or 3 depending on the size/type of lot) and up to 6 units permitted in single-detached and duplex zones close to bus stops with frequent service. It will also allow secondary suites or an accessory dwelling unit on single-detached lots throughout BC.

Bill 44 will also speed up the approvals process by moving away from spot zoning to ensure more comprehensive upfront planning and zoning to meet current and future housing needs. The changes include using a robust, standard methodology for calculating long-term housing needs for all Housing Needs Reports to ensure consistency across the

.../2

**Office of the
Minister of Housing**

Website:
www.gov.bc.ca/housing

Mailing Address:
PO Box 9074 Stn Prov Govt
Victoria BC V8W 9E9
Phone: 236 478-3970

Location:
Parliament Buildings
Victoria BC V8V 1X4
Email: HOUS.Minister@gov.bc.ca

Their Worship Marilyn McEwen

Page 2

province. Municipalities will also be required to update Official Community Plans (OCPs) and zoning bylaws to ensure their communities have sufficient land designated and zoned to meet long-term housing needs and continue to make these updates on a regular basis. The new legislation will also remove the option for local governments to hold public hearings for rezonings for housing projects consistent with OCPs.

Today, I announced new legislation, Bill 47, to support new housing to get built near high-frequency transit, and yesterday Bill 46, to ensure local governments have tools to collect amenity and infrastructure contributions outside of the re-zoning process.

Bill 47 will require local governments to designate areas near high frequency transit stations as 'TOD Areas.' TOD Areas are near SkyTrain stations and busy bus exchanges and are expected to be identified in 29 municipalities in BC. This is different from the 6-unit requirements in the small-scale multi-unit housing legislation which will focus on properties within 400 metres of bus stops with frequent service. TOD areas will include minimum levels of density, size, and dimension prescribed by regulation. Similar to implementing small-scale multi-unit housing requirements, local governments will have a comprehensive provincial policy manual to assist in making bylaw amendments consistent with the TOD legislation. Off-street parking spaces in TOD areas will be determined by the market; local governments will not be able to require off-street residential parking, other than spaces for other uses like commercial, spaces for disabled persons and loading spaces. These changes will help get more of the right kind of housing built in the right places to provide homes for British Columbians. A subsequent letter will notify the identified municipalities in December.

The new legislation will expand the scope of infrastructure for which Development Cost Charges (DCCs) can be collected to include fire protection facilities, police facilities, and solid waste facilities. It also allows local governments to collect DCCs for provincial highway infrastructure projects where there is a cost-sharing arrangement between the municipality and the Province.

The new Amenity Cost Charges (ACCs) tool will allow local governments to collect monetary and in-kind contributions for amenities (e.g., community centres, recreation centres, libraries) to support liveable communities in areas where new housing is going. This tool will provide certainty and transparency for local governments and developers.

.../3

Their Worship Marilyn McEwen
Page 3

We are aware that local governments require tools and supports to facilitate the delivery of affordable housing in their communities. We are currently exploring policy options and additional tools, including the potential for inclusionary zoning, and I look forward to sharing more about this in the coming months.

I know that the new housing initiatives announced over the past week will take work to implement and require additional resources for your local government to meet the requirements. We have committed to \$51 million in funding for local governments to support planning and capacity to meet these new requirements. The funding will be allocated based on population and the volume of work needed because there are different requirements for municipalities and regional governments. The funding will be distributed in early 2024.

The Province has also provided another \$10 million for a second intake of the Local Government Development Approvals Program (LGDAP), managed by the Union of B.C. Municipalities (UBCM). This funding is in addition to the \$1 billion provided to local governments through the Growing Communities Fund to support the delivery of infrastructure projects needed to support increasing density.

The Ministry of Housing is committed to working together and supporting every community as we move forward with new approaches and new ways to deliver the housing supply our province needs. In the coming weeks, we will be providing policy manuals detailing the site-level specifications for small-scale multi-unit housing and TOD areas. Further guidance will be coming in the new year to support implementation of the development finance tools and pro-active zoning requirements. Ministry of Housing staff will be in touch with your administration in the coming weeks to provide more detail about the changes and about funding and educational support and opportunities.

Sincerely,

A handwritten signature in black ink, appearing to be 'Ravi Kahlon', written in a cursive style.

Ravi Kahlon
Minister of Housing

pc: Honourable Rob Fleming, Minister of Transportation and Infrastructure
Honourable Anne Kang, Minister of Municipal Affairs
Teri Collins, Deputy Minister, Ministry of Housing
Kaye Krishna, Deputy Minister, Ministry of Transportation and Infrastructure
Okenge Yuma Morisho, Deputy Minister, Ministry of Municipal Affairs
Tara Faganello, Assistant Deputy Minister, Ministry of Municipal Affairs
Bindi Sawchuk, Assistant Deputy Minister, Ministry of Housing
Kevin Volk, Assistant Deputy Minister, Ministry of Transportation and Infrastructure
Duane Lawrence, Chief Administrative Officer, District Municipality of Ucluelet
(dlawrence@ucluelet.ca)

Links:

Local Government Housing Initiatives Webpage: [Local government housing initiatives - Province of British Columbia](#)

Bill 44 Announcement: news.gov.bc.ca/releases/2023PREM0062-001706

Bill 46 Announcement: news.gov.bc.ca/releases/2023HOUS0063-001737

Bill 47 Announcement: news.gov.bc.ca/releases/2023HOUS0063-001748



INFORMATION REPORT

Council Meeting: November 21, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING

FILE NO: 3360-20 RZ22-06

SUBJECT: RESULTS OF PROJECT TO IMPLEMENT B&B REGULATIONS CHANGES FROM ADOPTION OF *UCLUELET ZONING AMENDMENT BYLAW No. 1310, 2022*

REPORT NO: 23- 149

ATTACHMENT(S): APPENDIX A – INFOGRAPHIC
APPENDIX B – SIGN TEMPLATE

PURPOSE:

This report provides an update on the process and results of implementing the regulatory changes affecting Bed and Breakfast businesses enacted with the adoption of *District of Ucluelet Zoning Amendment Bylaw No. 1310, 2022*.

BACKGROUND:

In Summer of 2022, Bylaw 1310 amended the zoning bylaw to allow Bed and Breakfast (B&B) uses only “accessory to a permanent residential use and ... administered by an occupant of the single family dwelling for whom the single family dwelling is their principal residence”. However, there was not an operational policy immediately in place to enforce the new rules. This was identified as an issue in late Fall 2022, and an inter-departmental initiative to bring all B&B businesses into compliance was launched in early 2023, with a deadline of establishing compliance by the time business license renewals occurred on April 15th, 2023.

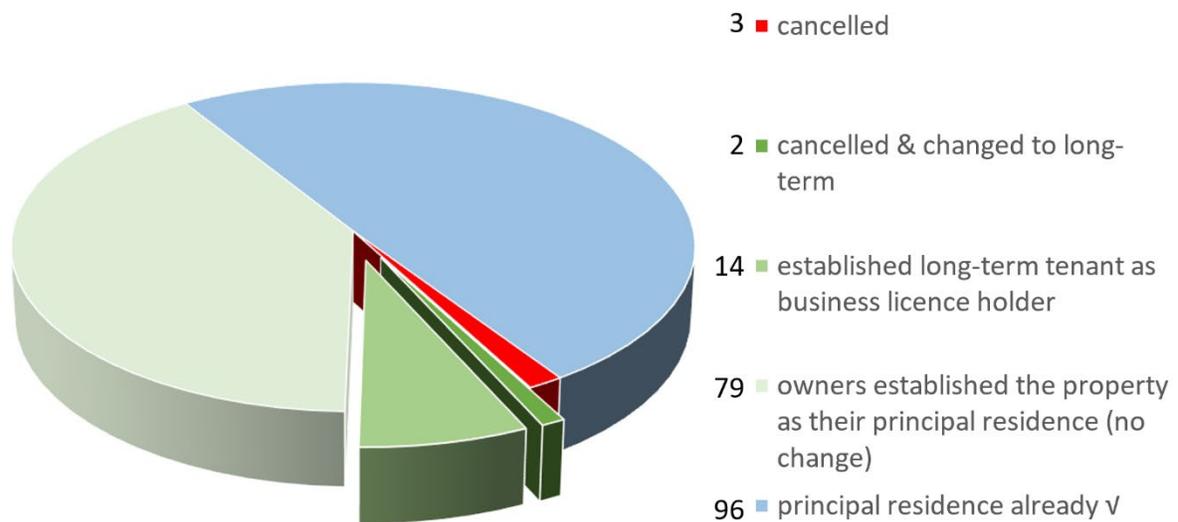
IMPLEMENTATION STEPS

In early 2023, the Corporate Services department completed a privacy impact assessment (PIA) for the BC Government. Staff then coordinated a mailout to all active license holders of bed and breakfasts. Included in the package was an explanatory letter providing instructions for establishing residency requirements in line with the PIA, an infographic on changes to the bylaws governing B&B use (Appendix A), and a mockup sign (Appendix B). This package was sent out in mid-February to 98 business owners who had not yet established compliance. One month later, staff provided email follow-up to those business owners that still had not established proof of residency, and then provided additional follow-up via phone calls. Staff also provided support and help to business owners who were not residents but wanted to retain the B&B use by transferring

the license to a long-term tenant. The process was largely completed prior to the business license renewal due date in May, 2023.

RESULTS:

Of the 98 B&B business licenses in residential zones which had not yet established proof of residency at the start of the compliance enforcement process, all have now been either brought into compliance or cancelled. 79 license owners established the property as their principal residence. Fourteen non-resident business owners established a long-term tenant in their single-family dwelling and transferred the license to them. Two B&B businesses cancelled their license and became solely long-term house rentals, and three licenses were cancelled outright.



Prior to implementing the changes in Bylaw No. 1310, it appears there were 19 B&B's operating in properties that were not the principal residence of the owner. Of these, 16 are now housing Ucluelet residents.

This undertaking established a baseline of compliance and developed a new policy and procedure for intaking new business license applications, to ensure the residency requirements of the zoning regulations are met by all current and future B&B license holders. The process for implementing these bylaw amendments involved members of the Planning, Finance and Corporate Services departments. This effort proved largely successful, providing enhanced education to existing business license holders and resulting in more long-term rental housing associated with short-term rental licenses. Additionally, the process provided a forum for license holders to ask Staff clarifying questions about other new requirements, such as signage and parking. The rollout of these bylaws has provided greater information to the District about who owns B&B licenses in Ucluelet, has improved transparency for the public to have contact information for B&B owners in their neighbourhood, and provides reassurance for all Ucluelet community members to know that B&Bs are being operated by residents who live in the home.

WHAT ARE THE BUSINESS LICENSE BYLAW REQUIREMENTS FOR B&BS?

If you are applying for a new B&B license or renewing your license, you need to comply with the updated Ucluelet Business License regulations:

You cannot hold more than one B&B business license

You have to be available to respond to any issues at your business within 15 minute by phone and within 6 hours in person

You can only hold a business license for a B&B if the property is your Primary Residence



What does Primary Residence mean?

Owner

The dwelling where you live and claim your provincial Home Owner Grant.

OR

Tenant

The dwelling where you live and make your home. Your residential address used for identification, billing, and taxation.

Some provisions of the Business Bylaw go into effect on May 1st, 2023

These apply to B&Bs, Vacation Rentals and Guest Houses

All online ads must show your business license number, the number of parking spaces, and maximum number of guests



You must keep booking records from each online listing platform.



You must display a sign with the license number, maximum occupancy and guest vehicles, and a business contact number.



Business license fees are increasing in 2023

Updated B&B, Guesthouse and Vacation Rental business license fees:

\$450 for 1 room, plus \$125 per each additional available room

HAVE AN EXISTING B&B OR BUYING A PROPERTY WITH A B&B?

Zoning bylaw changes were adopted in September, 2022, bringing in new requirements for B&B operations. These include regulations that B&B rooms have to be rooms in the house, accessed through the main door, can't have coded entry locks, cooking facilities, or locked off common areas, and can't be located in a secondary suite.

The zoning bylaw changes do not apply to property owners who:

Have an existing, licensed, non-conforming B&B operating before September 6th, 2022



Have an existing building permit from before September 6th, 2022 with plans showing the non-conforming B&B use



Have an existing building permit application from before September 6th, 2022 with plans showing the non-conforming B&B use



Why is that?

At the time a new land use regulation bylaw is adopted, if an existing use of land or a building is legal but does not conform to the bylaw, then it can be continued as a lawful non-conforming use.

An existing, non-conforming B&B use:

Has to be lawful and continuous (can't stop for a period of a year or more)



Cannot be expanded (eg: if a property had one B&B suite before the bylaw change, it can't add another)



Can continue even if the property is sold (although the new owner will have to get a new business license)



All B&B operators must comply with the updated Ucluelet Business License Bylaw, regardless of when they started their B&B

Business Account #: **1234**

Max. # Guests: **2**

Max. # Guest Vehicles: **1**

Business Contact for B&B

Operator Contact:

(123)456-7890
