



HARBOUR AUTHORITY MEETING
Tuesday, September 15, 2020 @ 3:30 PM
George Fraser Room, Ucluelet Community Centre,
500 Matterson Drive, Ucluelet

AGENDA

	Page
1. CALL TO ORDER	
2. ACKNOWLEDGEMENT OF FIRST NATIONS TERRITORY	
<p>Council would like to acknowledge the Yuułu?if?ath First Nation, on whose traditional territories the District of Ucluelet operates.</p>	
3. NOTICE OF VIDEO CONFERENCING	
<p>Audience members and delegates are advised that this meeting is being conducted by Zoom. Zoom may store data on foreign servers.</p>	
4. ADDITIONS TO AGENDA	
5. APPROVAL OF AGENDA	
6. ADOPTION OF MINUTES	
6.1. May 19, 2020 Harbour Authority 2020-05-19 HA Minutes	3 - 6
7. UNFINISHED BUSINESS	
8. PUBLIC INPUT, DELEGATIONS & PETITIONS	
8.1. Public Input	
9. REPORTS	
9.1. Harbour Authority Master Plan Update <i>Abby Fortune, Manager of Recreation & Tourism</i> R - Ucluelet Harbour Master Plan Update	7 - 9
9.2. Western Canada Marine Response Corporation Agreement <i>Abby Fortune, Manager of Recreation & Tourism</i> R - Western Canada Marine Response Corporation Agreement	11 - 26
9.3. Harbour Authority Resolution Tracker R - Harbour Authority Resolution Tracker	27
9.4. Ucluelet Manager Report <i>Kevin Cortes, Harbour Manager</i> R- Ucluelet Harbour Manager Report	29 - 30

10. OTHER BUSINESS
11. QUESTION PERIOD
12. ADJOURNMENT

DISTRICT OF UCLUELET
MINUTES OF THE HARBOUR AUTHORITY MEETING
HELD IN THE GEORGE FRASER ROOM, 500 MATTERSON DRIVE
Tuesday, May 19, 2020 at 3:30 PM

Present: **Chair:** Mayor Noël
 Council: Councillors Cole, Hoar, Kemps, and McEwen attending by Zoom
 Staff: Mark Boysen, Chief Administrative Officer
 Abby Fortune, Manager of Recreation and Tourism
 Joseph Rotenberg, Manager of Corporate Services
 Nicole Morin, Corporate / Planning Clerk
 Kevin Cortes, Harbour Manager

Regrets:

1 CALL TO ORDER

The meeting was called to order at 3:30 PM.

2 ACKNOWLEDGEMENT OF FIRST NATIONS TERRITORY

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

3 NOTICE OF VIDEO CONFERENCING

Delegates and meeting participants were advised that the meeting was being conducted via Zoom which may store data on foreign servers.

4 ADDITIONS TO AGENDA

4.1

There were no additions to the agenda.

5 APPROVAL OF AGENDA

5.1 May 19, 2020 Agenda

2020.2026.HA **It was moved by Councillor McEwen and seconded by Councillor Kemps**
 THAT the Harbour Authority approve the May 19, 2020 agenda as presented.
CARRIED.

6 ADOPTION OF MINUTES

6.1 February 18, 2020 Regular Harbour Authority Minutes

Councillor Hoar noted for Staff to remove "would" from "Mr. Bradshaw should would" on page 5 of the minutes.

2020.2027.HA **It was moved by Councillor Cole and seconded by Councillor McEwen**
THAT the Harbour Authority adopt the February 18, 2020 minutes as amended.

CARRIED.

7 UNFINISHED BUSINESS

7.1 **Councillor McEwen left the meeting at 3:36 PM due to technical difficulties.**

Councillor McEwen returned to the meeting at 3:39 PM.

Council discussed the harbour brochure.

8 CORRESPONDENCE

8.1 **Charter Fishing and Whale Watching Tours Ucluelet, Covid-19 Safe reopening Recommendations and Action Plan**
Paul Grimston, Castaway Charters

Council discussed Mr. Grimston's letter. Kevin Cortes, Harbour Manager, clarified the fees and moorage rates.

2020.2028.HA **It was moved by Mayor Noël and seconded by Councillor Kemps**
THAT District Staff provide a report about the amount of income derived from reserve moorage, the volume of boats that use reserve moorage, and the impact of removing reserve moorage fees on harbour revenue at a future Council meeting.

CARRIED.

8.2 **Financial Relief and Collaborative Efforts Regarding Navigating COVID-19**
Pat Ahern, President, West Coast Fishign Guides Association

9 INFORMATION ITEMS

9.1 **COVID-19 Active Fishermen's Committee**
Secretariat

Council noted the importance of this document being distributed to Commercial Fishermen.

Kevin Cortes reported that he has posted notices at the Small Craft Harbour office and public restrooms.

9.2 **Southern resident Killer Whales**
Transport Canada, Government of Canada

10 REPORTS

10.1 Harbour Manager Report *Kevin Cortes, Harbour Manager*

Mr. Cortes presented the Harbour Manager Report. Council discussed the plans to improve the fish scale and boat basin signage. Mr. Cortes further noted that they will be working with the Aquarium to develop the signage.

Mark Boysen, CAO, noted that Abby Fortune is now the Recreation and Tourism Manager and will oversee the Harbour Authority.

10.2 Hello Nature Lease *Abby Fortune, Manager of Tourism and Recreation*

Ms. Fortune presented information to Council and noted that Staff are asking for the Harbour Authority to approve the lease. She further noted that the location will be the outside of F dock.

2020.2029.HA **It was moved by Councillor Cole and seconded by Councillor Hoar**
THAT the Harbour Authority approve the lease for Hello Nature Dock as an annual contract as per charter operations.

CARRIED.

10.3 Work Plan - Ucluelet Harbour Master Plan *Abby Fortune, Manager of Recreation & Tourism*

Ms. Fortune presented the work plan to Council which introduced the scope of work for this project.

Council requested that Staff obtain a new timeline from Urban Systems.

2020.2030.HA **It was moved by Councillor McEwen and seconded by Councillor Hoar**
THAT the Harbour Authority receive the Work Plan - Ucluelet Harbour Master Plan attachment for information.

CARRIED.

10.4 Western Canada Marine Response Corporation - Harbour User Agreement (Verbal Report) *Joseph Rotenberg, Manager of Corporate Services*

Council discussed the proposed lease agreement.

10.5 Resolution Tracker *Joseph Rotenberg, Manager of Corporate Services*

Council discussed the harbour brochures and recommended that fees

be updated in the new brochure on the next round of printing.

11 OTHER BUSINESS

12 QUESTION PERIOD

Council received three questions from Mr. Grimston.

13 ADJOURNMENT

The meeting was adjourned at 4:45 PM.

CERTIFIED CORRECT: Minutes of the Harbour Authority Meeting held on Tuesday, May 19, 2020 at 3:30 pm in the George Fraser Room, Ucluelet Community Centre, 500 Matterson Road, Ucluelet, BC.

Mayco Noël
Mayor

Mark Boysen
CAO



STAFF REPORT TO HARBOUR AUTHORITY

Harbour Authority Meeting: September 15, 2020
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: ABBY FORTUNE, MANAGER OF RECREATION & TOURISM

FILE NO: 0540-20

SUBJECT: UCLUELET HARBOUR MASTER PLAN UPDATE

REPORT NO: 20-95

ATTACHMENT: N/A

RECOMMENDATION(S):

This report is provided for information only.

PURPOSE:

To provide the Harbour Authority with an update regarding the Ucluelet Harbour Master Plan.

BACKGROUND:

The purpose of the Ucluelet Harbour Master Plan (the “Plan”) is to provide a vision for the harbour that meets the community’s needs and provides pathways for implementation. The Plan supports the vision, goals and objectives of the 2018 Official Community Plan, 2017 Economic Development Plan and 2019-2022 Strategic Plan.

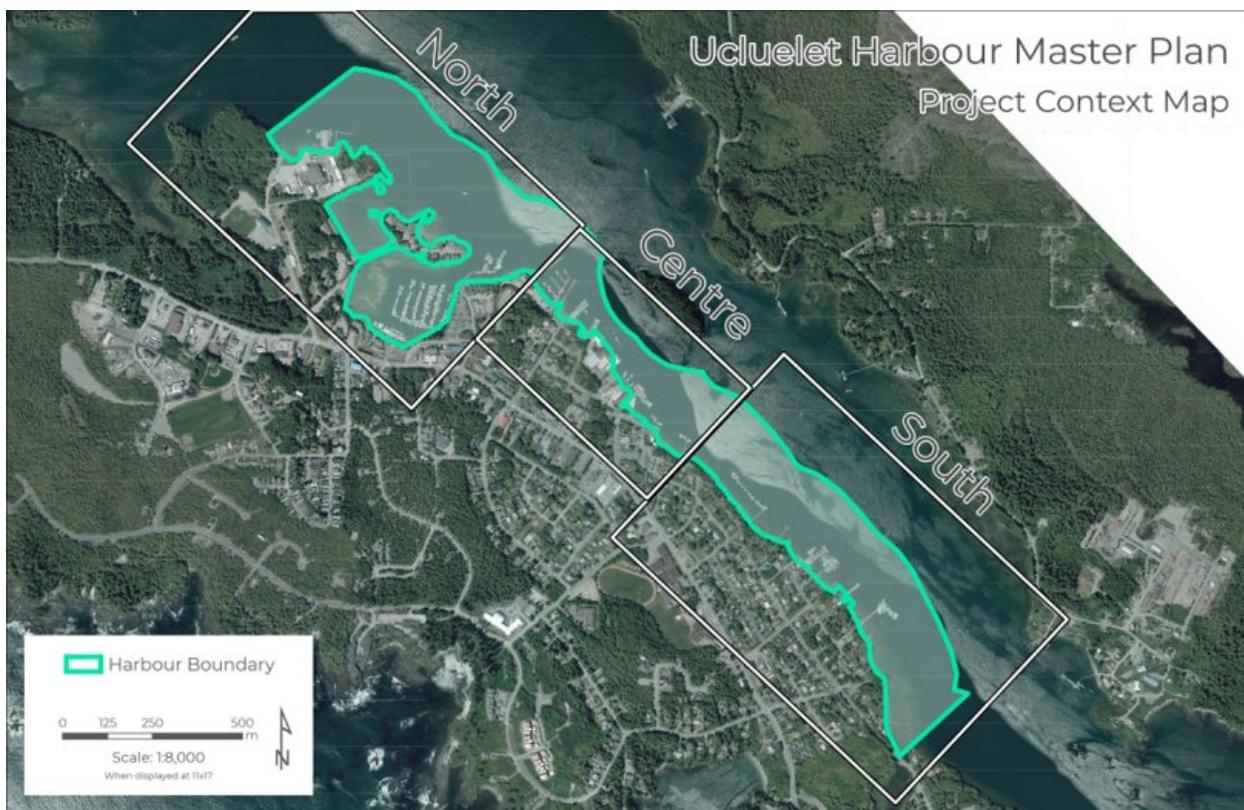
The process for developing the plan is as follows:

1. Project initiation and background review
2. Site inventory and analysis
3. Key partner & stakeholder engagement
4. Draft Harbour Master Plan report
5. Focused virtual group meetings
6. Finalize and submit Harbour Master Plan report

The Plan will be an inclusive and user-friendly document to guide future decision making and support upcoming funding opportunities. It will also strive to meet the dual requirements of DFO and DoU and comply with all applicable legislation, while balancing the unique needs of key partners & stakeholders, including but not limited to commercial and sport fisheries, First Nations, and tourism and recreational users.

Engagement with key partners and stakeholders is a critical step in achieving the success of the plan. The Communication & Engagement Plan includes:

- Project website (ESRI Story Map)
- Survey / questionnaire (paper/online)
- Handouts (informally through Manager of Recreation & Tourism and Harbour Manager)
- Community information boards (e.g. UCC, Small Craft Harbour)
- Virtual group meetings (e.g. commercial fishermen, tourism operators)
- Coordination with Department of Fisheries & Oceans (DFO)
- Share final Harbour Master Plan with the community



The draft Harbour Master Plan Table of Contents is as follows:

1. Introduction
2. Vision and Mission
3. Harbour Overview
 - i. Background and History
 - ii. Governance
 - iii. A Changing Ucluelet
 - iv. Community Engagement

- v. Infrastructure Assessment
- vi. Financial Assessment
- vii. Harbour Utilization
- 4. Harbour Plan
 - i. Priorities
 - ii. Summary of Opportunities
 - iii. 5-Year Implementation Plan
 - iv. Considerations for Harbour Regulation Bylaw

Appendix A – Harbour Regulation Bylaw

Appendix B – Financial Analysis

Appendix C – Vessel Counts

FINANCIAL IMPACTS:

As per contract approved by budget process.

OPTIONS REVIEW:

There are no recommendations. This report is provided for information only.

Respectfully submitted: Abigail K. Fortune, Manager of Recreation & Tourism



STAFF REPORT TO HARBOUR AUTHORITY

Harbour Authority Meeting: September 15, 2020

500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: ABBY FORTUNE, MANAGER OF RECREATION & TOURISM

FILE NO: 0540-20

SUBJECT: WESTERN CANADA MARINE RESPONSE CORPORATION AGREEMENT

REPORT NO: 20-96

ATTACHMENT: APPENDIX A: HARBOUR USER AGREEMENT WCRM
 APPENDIX B: WCRM LETTER OF INTENT FOR THE HARBOUR USER AGREEMENT RELATED TO THE SUBJECT PREMISES (UCLUELET WEST SMALL CRAFT HARBOUR – FLOAT C)
 APPENDIX C: DRAFT GATE DESIGN

RECOMMENDATION(S):

1. **THAT** the Harbour Authority approve the Harbour User Agreement between the District of Ucluelet and the Western Canada Marine Response Corporation with a term from October 1, 2020 to January 3, 2022.
2. **THAT** the Harbour Authority approve the Letter of Intent for the Harbour User Agreement related to the Subject Premises (Ucluelet West Harbour Outer Boat Basin - Float C) between the District of Ucluelet and the Western Canada Marine Response Corporation.

PURPOSE:

To provide the Harbour Authority with the background information regarding the recommendation to approve the Western Canada Marine Response Corporation (WCMRC) Harbour User Agreement and Letter of Intent.

BACKGROUND:

WCMRC is the Transport Canada-certified marine spill response organization for Canada's west coast. Their mandate under the Canada Shipping Act is to be prepared to respond to marine oil spills along all 27,000 km of British Columbia's coastline, and to mitigate the impact when a spill occurs. This includes the protection of wildlife, economic and environmental sensitivities, and the safety of both the responders and the public. WCMRC is currently in the process of establishing a satellite base in Ucluelet.

The WCMRC wishes to enter into an agreement with the Harbour Authority for the purpose of moorage of its vessels along the last 32.92m (108 feet) on both sides of Float "C" of the Outer Boat Basin and the installation of a security gate at the entrance to that portion of the dock (See Appendix A: Harbour User Agreement).

This Letter of Intent (“LOI”) between the DoU and WCMRC establishes that the DoU is prepared to pursue the New Agreement with WCMRC if the DoU enters a New Head Lease with the Department of Fisheries and Oceans (DFO) for the subject premises. The terms of New Agreement will be determined by good faith negotiations between the DoU and WCMRC (see Appendix B).

Stephanie Paterson Regional Manager, Client Services, Small Craft Harbours, DFO, has reviewed the agreement and had not no questions or concerns.

FINANCIAL IMPACTS:

The moorage rate was determined by researching similar jurisdictions. The rates are based on Port Alberni’s Harbour Authority. WCMRC has accepted the proposed rates as per the table below.

Quantity	Description	Rate	Amount
12	Annual moorage 200 ft x \$8.10	1,620.00	19,440.00
12	1 x 30 amp electrical outlet	84.12	1009.44
6	Reserve Moorage 2 spaces x \$75	150	900.00
\$21,349.44	4% RCMSAT Fee	.04	853.98
\$21,349.44	2% Thornton Creek Hatchery Fee	.02	426.98
		Subtotal	22,634.40
		GST	1067.47
		Total	<u>\$23,697.87</u>

OPTIONS REVIEW:

1. **THAT** the Harbour Authority approve the Harbour User Agreement between the District of Ucluelet and the Western Canada Marine Response Corporation with a term from October 1, 2020 to January 3, 2022.
2. **THAT** the Harbour Authority approve the Letter of Intent for the Harbour User Agreement related to the Subject Premises (Ucluelet West Harbour Outer Boat Basin - Float C) between the District of Ucluelet and the Western Canada Marine Response Corporation.
3. **THAT** the Harbour Authority provide alternative direction to Staff.

Respectfully submitted: Abigail K. Fortune, Manager of Recreation & Tourism

Appendix A

HARBOUR USER AGREEMENT**Ucluelet West Small Craft Harbour****BETWEEN:**

District of Ucluelet, incorporated as a corporation without share capital under the *Local Government Act*, carrying on business at PO Box 999, 200 Main Street, Ucluelet, B.C. V0R 3A0;

(the "Harbour Authority")

AND: Western Canada Marine Response Corporation ("WCMRC")

Head Office
206 – 3500 Gilmore Way
Burnaby, B.C.
V5G 0B8

(the "Harbour User")

WHEREAS:

- A. Her Majesty the Queen in right of Canada, as represented by the Minister of Fisheries and Oceans, entered into a head lease agreement (hereinafter referred to as the "Head Lease"), with the Harbour Authority, bearing number 0112PB03, covering a water lot more commonly known as "Ucluelet West Small Craft Harbour" (hereinafter referred to as the "Leased Area") outlined in red on Schedule "A-1", commencing on January 4th, 2002 with three (3) five (5) year renewal options. The current term expires on January 3rd, 2022
- B. The Harbour User wishes to enter into an agreement (hereinafter referred to as the "User Agreement"), with the Harbour Authority for the purpose of moorage of its vessels, installation of a security gate at the entrance to that portion of the float, for the Harbour User's assets at the last 32.92m (108 feet) on both sides of Float "C" (hereinafter referred to as the "User Area") outlined in red on Schedule "A-2".
- C. The parties have agreed to enter into the User Agreement, subject to the following terms and conditions:
1. The Harbour Authority hereby gives permission to the Harbour User, without right of assignment to any other party, to enter upon the Leased Area and use the User Area for vessel moorage and gate installation purposes as described in Section B.
 2. The term (hereinafter referred to as the "Term"), of the User Agreement shall commence on **October 1, 2020** and terminate on **January 3, 2022**.
 3. The Harbour Authority accepts and agrees as follows:

- a) To permit the Harbour User to enter upon, use and occupy the User Area for the purposes described as follows:
 - i. To install a gated partition at the entrance to the User Area;
 - ii. To maintain and operate vessels owned by the Harbour User; and
 - iii. For any other purposes deemed necessary in connection with the Harbour User's operations and agreed by the Harbour Authority in writing (hereinafter referred to as the "User Purposes").
4. The Harbour User hereby accepts and agrees as follows:
- a) To pay to the Harbour Authority, in advance, an annual user fee of \$22,630.40 plus G.S.T., (the "User Fee") or prorated portion thereof, which must be made payable to the "District of Ucluelet" as follows:
 - i. the first User Fee of \$22,630.40 plus \$1067.47 G.S.T., is due on October 1, 2020; and,
 - ii. second prorated User Fee of \$5,908.24 ($91/365 * 22,630.40$) plus \$266.14 GST is due on October 1, 2021.
 - b) To moor its vessels located within the User Area in such a manner that they will not restrict access by employees or officers of the Harbour Authority to the Leased Area or the harbour generally.
 - c) Not to restrict emergency access to the User Area, either by the Minister, any members of the Harbour Authority, first responders or emergency personnel, which also extends to any staff associated with the Harbour User who may be present, who will be responsible for quickly clearing the User Area to the extent required by any of the aforementioned emergency personnel.
 - d) To abide by all lawful rules, regulations and bylaws of municipalities, and other governing bodies, in any manner in connection with the User Area, or any other facilities surrounding the User Area, such as ramps or docks.
 - e) At all times, to indemnify and save harmless the Harbour Authority, its employees or officers, and Her Majesty the Queen in right of Canada, as represented by the Minister of Fisheries and Oceans, and any successor entity, agency or department, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon,

occasioned by or attributable to the Harbour User's operations and use or occupation of the Leased Area and User Area, (including the use or occupation of the Leased Area and User Area by the Harbour User's agents, contractors, employees and guests), except claims for damage resulting solely from the negligence of any officers or employees of the Harbour Authority while acting within the scope of their duties or employment.

- f) Not to do, allow or permit any act or thing which may impair, damage or injure the User Area, or any part thereof, beyond wear and tear occasioned by reasonable use and shall, at its own cost and expense, repair and renew in a good, sufficient and workmanlike manner all portions of the User Area which may at any time be damaged by the Harbour User, its employees, agents, contractors, and guests and, in the event of the failure of the Harbour User to carry out such repairs or renewals, the Harbour User shall indemnify and save harmless the Harbour Authority from all damages, costs and expenses suffered or incurred by the Harbour Authority by reason of such impairment.
- g) To maintain public liability and property damage insurance against any claims for personal injury, death or damage to property which might arise out of the Harbour User's operations or use of the User Area. Such insurance shall be in an amount of \$5,000,000.00 (Five Million Dollars) and shall include the "District of Ucluelet" and "Her Majesty the Queen in right of Canada, as represented by the Minister of Fisheries and Oceans", as named or additional named insureds. The Harbour User shall provide proof of such insurance to the Harbour Authority.
- h) Not to construct or erect any building, installation, structures and any other works on the User Area or make any alterations or improvements, without the prior written approval of the Harbour Authority.
- i) This User Agreement, or any rights hereunder, shall not be transferred to any other party, including the transfer of ownership of the Harbour User or the vessels, without the written approval of the Harbour Authority.
- j) To provide the Harbour Authority with proof of an active business licence upon request.
- k) To ensure that each vessel the Harbour User causes or allows to be kept in the User Area maintains hull and machinery, protection and indemnity and pollution response insurance.
- l) Not to moor vessels or store items outside of the User Area without the written permission of the Harbour Authority and in the event it moors vessels or stores items outside of the User Area with the permission of the Harbour Authority, to pay to the Harbour Authority such rates as the

Harbour Authority typically charges for such services unless otherwise agreed in writing.

5. The Harbour Authority hereby grants to the Harbour User, and its licensees, agents, servants, employees, contractors and workmen and all persons authorized by them, the non-exclusive right and contractual license for the term of this Harbour User Agreement and at all times:
 - a) To enter, go, pass and re-pass upon the over the Leased Area at all times by day and night, with or without vehicles (including without limitation spill response vessel), machinery or equipment and any materials or supplies for the purpose of access to the User Area for the purpose of carrying out or conducting the permitted use set out in section 3 (a) of this Harbour User Agreement; and,
 - b) To enter, go, pass and re-pass upon and over the float walkway located within the Leased Area at all times by day and night, with or without machinery or equipment and any materials or supplies for the purpose of access to the User Area for the purpose of carrying out or conducting the permitted use set out in section 3 (a) of this Harbour User Agreement.
6. The employees, contractor, officers or nominees of the Harbour Authority shall, at all times and for all purposes, have full and free access to the User Area, concurrently with the Harbour User, for any purposes, including but not limited to, inspections of the Harbour User operations and activities within the User Area.
7. If the Harbour User commits any breach or default in the performance of any obligation under this User Agreement, the Harbour Authority may deliver a notice of the breach or default. If the breach or default occurs a second time, and a previous breach or default has been logged, the Harbour Authority may terminate this Harbour User Agreement, with immediate effect, by giving **30 days** notice to the Harbour User, in writing, at the address contained in Article 9.
8. By at any time choosing not to enforce a term of this Harbour User Agreement, the Harbour Authority does not waive its right to, at any time thereafter, enforce the same clause.
9. Notice may be given by the Harbour User in writing and delivered or mailed to the Harbour Authority at:

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

Notice may be given by the Harbour Authority in writing, delivered or mailed to the Harbour User at:

WCMRC Head Office
206 – 3500 Gilmore Way
Burnaby, B.C.
V5G 0B8

10. Upon cancellation or termination of this User Agreement, the User Area is to be left as nearly as possible in the same or better condition than it was in at the commencement of the Term, with the exception of the security gate installed by the Harbour User, which the Harbour Authority may at its option require the Harbour User to leave in place. Upon 21 (twenty-one) days' notice, the vessels, and any associated gear or equipment associated with the Harbour User's operations which may be left on the User Area, shall, at the Harbour Authority's option, become the property of and vest in the Harbour Authority, without any right to compensation on the part of the Harbour User therefor. The Harbour Authority may also, at its option, remove and dispose of the vessels and any equipment or other materials, in which case the Harbour User shall upon demand forthwith repay and reimburse the Harbour Authority for all costs and expenses connected therewith or incidental to such removal and disposal.
11. Any amendment to this User Agreement must be made in writing and executed by both the Harbour Authority and Harbour User and are subject to Her Majesty the Queen in right of Canada, as represented by the Minister of Fisheries and Oceans, approval.
12. This User Agreement terminates and supersedes all other agreements and arrangements between the Harbour Authority and the Harbour User regarding its subject.
13. The Harbour User agrees that the User Agreement is a non-exclusive contractual agreement and that it does not grant any leasehold or other property rights or interest in the User Area.
14. The Harbour Authority shall have the sole discretion to determine if the Harbour User is using the User Area in compliance with the Purposes set out in Article 4.
15. As security for the full and faithful performance of all the obligations of the Harbour User under this Lease, Harbour User shall maintain in full force and effect throughout the Term, an irrevocable, standby letter of credit (the "Letter of Credit") in favor of Harbour Authority or its successors or assigns, with a national lending institution that is reasonably acceptable to Landlord (the "Lender"), in the amount of \$11,815. On or before September XX, 2020, Harbour User shall deliver the Letter of Credit to Harbour Authority, which Letter of Credit shall be in a form reasonably acceptable to Harbour Authority, Lender and Harbour User.

IN WITNESS WHEREOF the parties have signed, sealed, and delivered this Agreement as of the date first written above.

District of Ucluelet by its authorized Signatory(ies):

Name:

Date

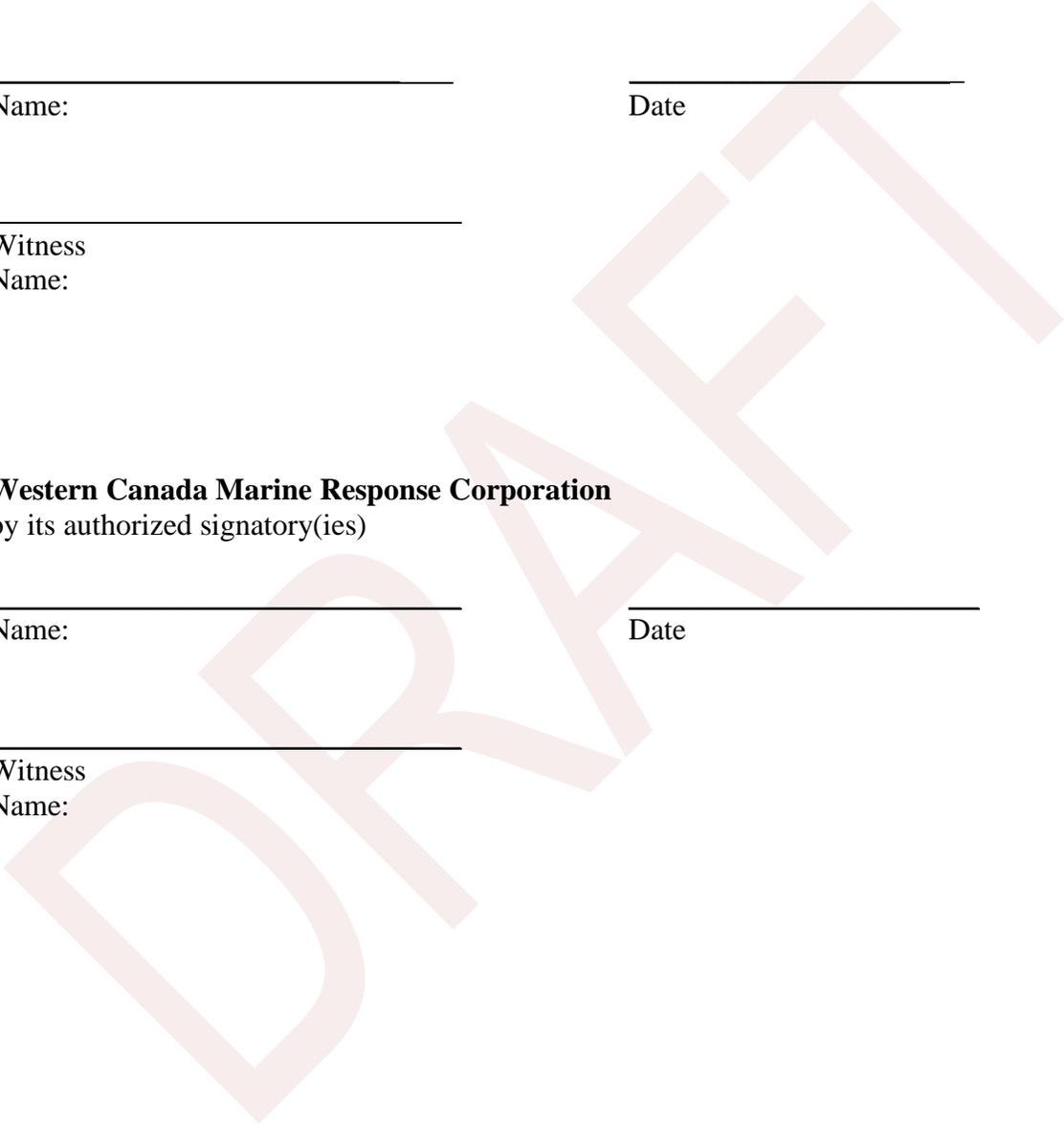
Witness
Name:

Western Canada Marine Response Corporation
by its authorized signatory(ies)

Name:

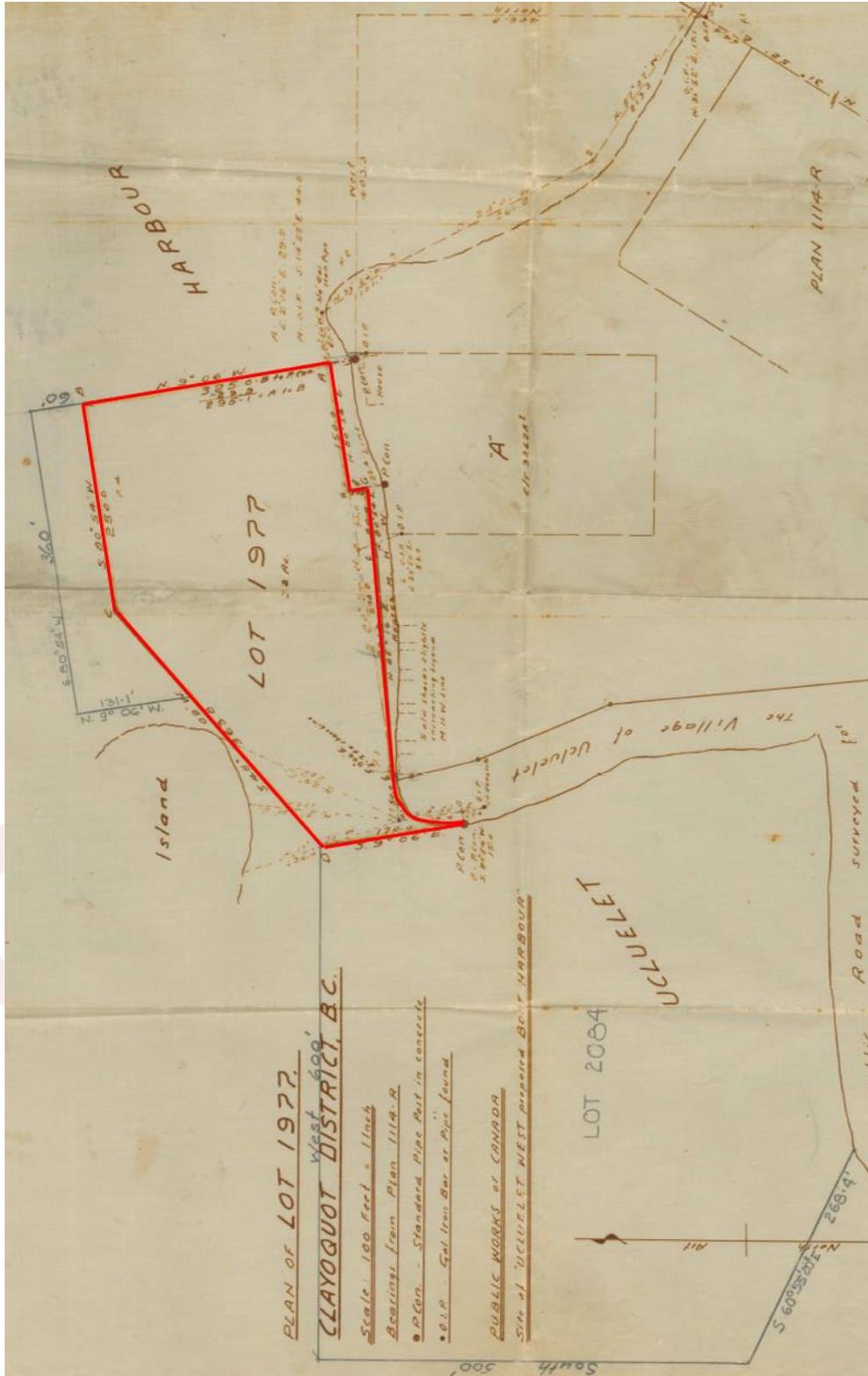
Date

Witness
Name:



SCHEDULE "A-1"

LEASED AREA – UCUELET WEST SMALL CRAFT HARBOUR



SCHEDULE "A-2"

USER AREA
(2017 Aerial Photo)



Appendix B

Date:

PRIVATE AND CONFIDENTIAL

WITHOUT PREJUDICE

Landlord: Her Majesty the Queen in right of Canada, as represented by the Minister of Fisheries and Oceans with a Business Address of Suite 200-401 Burrard Street, Vancouver BC, V6C 3S4 (“DFO”)

Tenant: District of Ucluelet, a municipality incorporated pursuant to the *Community Charter* and having its business office at P.O. Box 999, 200 Main Street, Ucluelet, BC, V0R 3A0 (“DoU”)

Subtenant: Western Canada Marine Response Corporation having its business office at 206-3500 Gilmore Way, Burnaby BC, V5G 0B8 (“WCMRC”)

Re: Western Canada Marine Response Corporation Letter of Intent for the Harbour User Agreement related to the Subject Premises

Further to our recent conversations and correspondence regarding the proposed Harbour User Agreement between the DoU and WCMRC with a term that expires on January 3, 2022, in which:

- WCMRC expressed a desire to lease 108 feet on both sides of Float C at a water lot more commonly known as the Ucluelet West Harbour Outer Boat Basin (the “Subject Premises”) which the District Leases from the DFO;
- WCMRC expressed its desire to lease the Subject Premises for a ten-year term;
- DoU cannot offer a ten-year term because the Head Lease with the DFO expires on January 3, 2022;
- the DFO confirmed its intention to enter into a new Head Lease (the “New Head Lease”) with the DoU that would commence on January 4, 2022; and
- WCMRC expressed its desire to enter into a new Harbour User Agreement (the “New Agreement”) for the sublease of the Subject Premises with the DoU which would commence on January 4, 2022.

This Letter of Intent (“LOI”) between the DoU and WCMRC establishes that the DoU is prepared to pursue the New Agreement with WCMRC, if the DoU enters a New Head Lease with the DFO for the Subject Premises. The terms of New Agreement will be determined by good faith negotiations between the DoU and WCMRC.

Good Faith Negotiations: For a three month period commencing immediately after the DoU enters into the New Head Lease, the parties will act honestly, diligently and in good faith in their respective efforts to negotiate, settle and execute the New Agreement. The DoU will not, and will cause its affiliates and related parties not to, directly or indirectly, initiate solicit or take any other action to encourage or facilitate or induce the making of any offer or proposals, or participate in an discussion or negotiations, relating to the Subject Premises to any party other than WCMRC for this three month period.

Not a Binding Agreement: This LOI does not create a binding contract. It establishes that the DoU is prepared to pursue the New Agreement. Only a definitive Harbour User Agreement, signed by the DoU and WCMRC will be a binding contract.

DISTRICT OF UCLULET by its authorized signatory(ies):

WESTERN CANADA MARINE RESPONSE CORPORATION by its authorized signatory(ies)

Name:

Name:

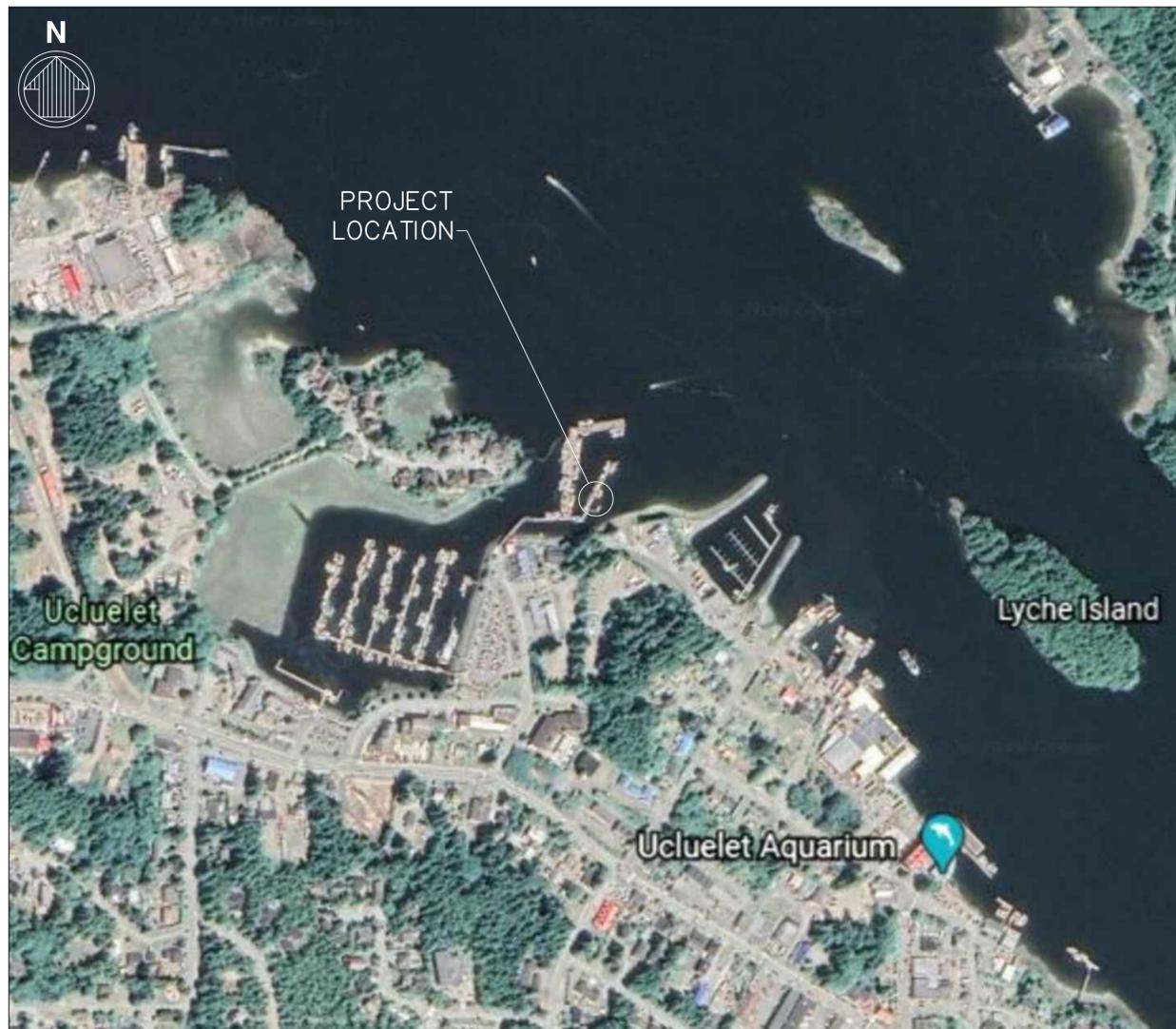
Name

Name:

Appendix C

WCMRC RESPONSE BASE PLANNING VANCOUVER, BRITISH COLUMBIA

UCLUELET WEST HARBOUR



VICINITY MAP
IMAGE: MARINE CHART

PROJECT TEAM

LEASE HOLDER

WESTERN CANADA MARINE RESPONSE CORPORATION
206-3500 GILMORE WAY, BURNABY, BC, V5G 4W7
T: 604-293-3392
CONTACT: LESLEY GREEN
LESLEYG@WCMRC.COM

MARINE STRUCTURAL ENGINEER,
MECHANICAL ENGINEER,
ELECTRICAL ENGINEER,
CIVIL ENGINEER

MOFFATT & NICHOL
777 WEST BROADWAY
VANCOUVER, BC, V5Z 4J7
T: 604-707-9004 X 35143
CONTACT: PAUL HOO - MARINE + CIVIL
PHOO@MOFFATTNICHOL.COM
CONTACT: JAMES ERICKSON - ELECTRICAL
JERICKSON@MOFFATTNICHOL.COM

DRAWING LIST

G-001	COVER SHEET AND DRAWING INDEX
G-100	SITE PLAN
S-200	PROPOSED SECURITY GATE DETAILS
E-501	PROPOSED SECURITY GATE DETAILS LIGHTING DETAILS



Work	Description	Date	Appr.
A	ISSUED FOR CLIENT	2020.09.09	PH

WCMRC SPILL RESPONSE BASE UCLUELET, BC
COVER SHEET AND DRAWINGS INDEX

Designed by: DH	Drawn by: KS	Checked by: PH	Reviewed by: PH	Submitted by: MOFFATT & NICHOL	Date: 19/08/20	Rev. A
M&N Project No. 8614-09		Drawing code:		Drawing Scale:	Plot scale: 1:1 (Metric D)	

moffatt & nichol
777 WEST BROADWAY, SUITE 301
VANCOUVER, BC, CANADA, V5Z 4J7
604-707-9004

SEAL

Sheet Reference No.
G-001
INDEX: OF



- NOTES:**
1. ALL DIMENSIONS IN METRES UNLESS NOTED OTHERWISE.
 2. BASE DRAWING PROVIDED BY WCMRC.

Work	Description	Date	PH	Apr
A	ISSUED FOR CLIENT	2020.09.08	PH	

**WCMRC
SPILL RESPONSE BASE
UCLUELET, BC**

SITE PLAN

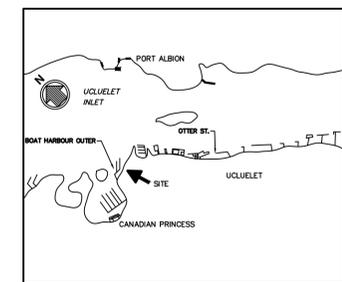
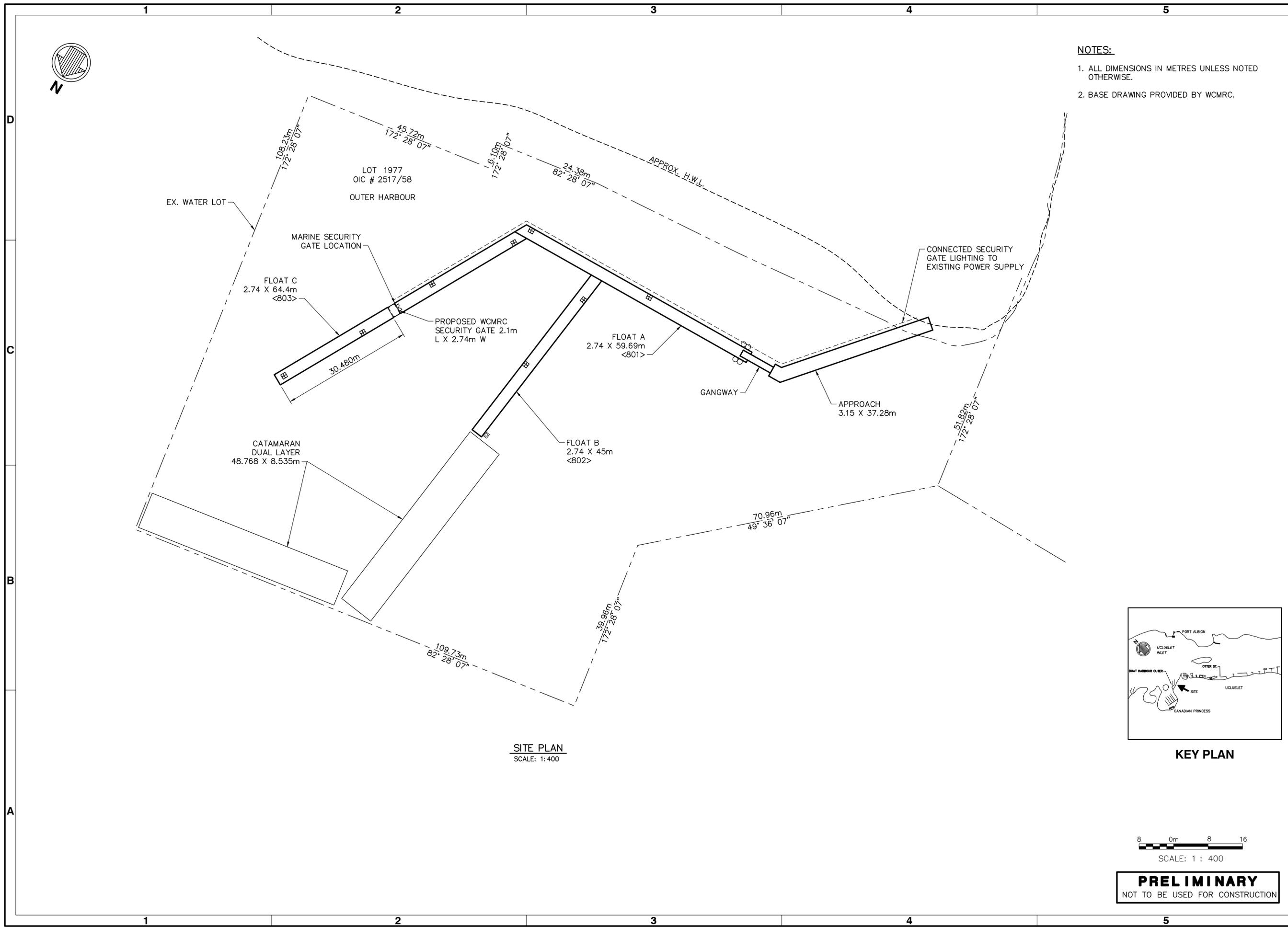
Designed by:	DH	Date:	20/09/02	Rev.	A
Dwn by:	KS	M&N Project No.:	8614-09		
Checked by:	PH	Drawing code:			
Reviewed by:	PH	Drawing Scale:	1:1 (Metric D)		
Submitted by:	MOFFATT & NICHOL	Plot scale:	1:1 (Metric D)		

moffatt & nichol

777 WEST BROADWAY, SUITE 301
VANCOUVER, BC, CANADA, V5Z 4J7
604-707-9004

SEAL

Sheet Reference No.
G-100
INDEX: OF



PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

SITE PLAN
SCALE: 1:400



Rev.	Date	Description	PH	Date	PH
A	2020.09.09	ISSUED FOR CLIENT	PH		

WCMRC SPILL RESPONSE BASE UCULELET, BC

PROPOSED SECURITY GATE STRUCTURAL DETAILS

Designed by:	DH	Checked by:	PH	Reviewed by:	PH	Submitted by:	MOFFATT & NICHOL
Date:	20/09/02	M&N Project No.:	8614-09	Drawing code:		Drawing Scale:	Ref scale: 1:1 (Metric D)

moffatt & nichol

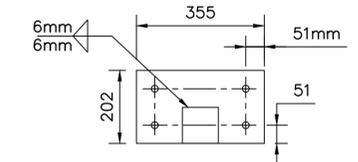
777 WEST BROADWAY, SUITE 301
VANCOUVER, BC, CANADA, V5Z 4J7
604-707-9004

SEAL

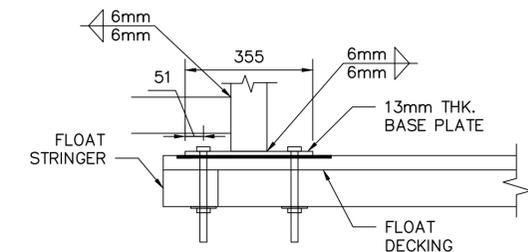
Sheet Reference No.
S-200
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NOTES:

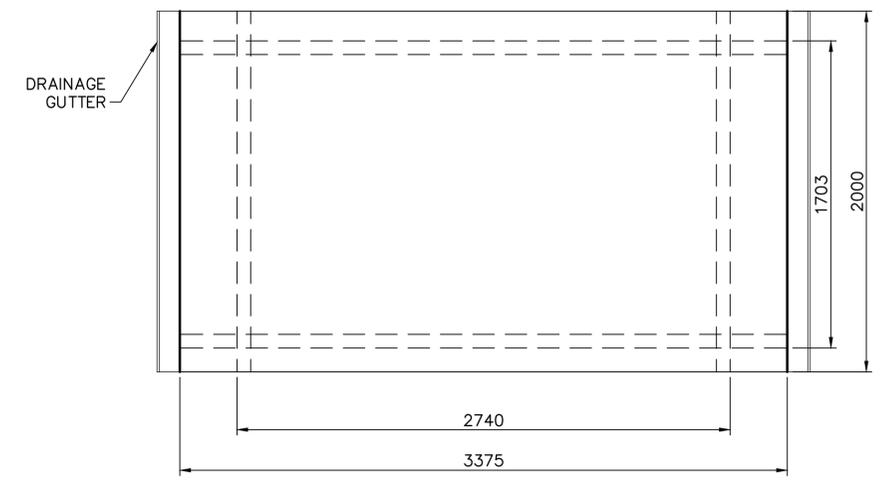
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE NOTED.
2. ALL STRUCTURAL MEMBERS ARE ALUMINUM TO T5052.
3. WCMRC COLOUR IS PANTONE BLUE PMS 289.



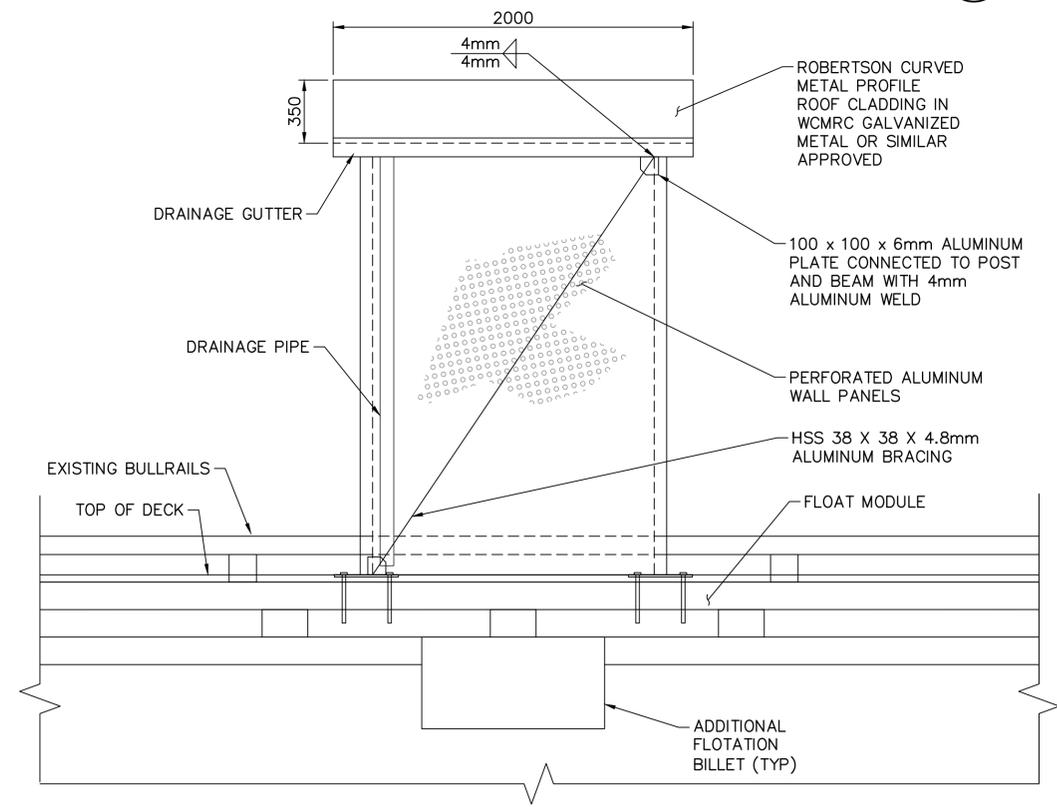
D5 COLUMN FOOTING PLAN
SCALE: 1:10



C5 COLUMN FOOTING SUPPORT DETAIL
SCALE: 1:10



C3 ROOF PLAN
SCALE: 1:20



A3 ELEVATION
SCALE: 1:20

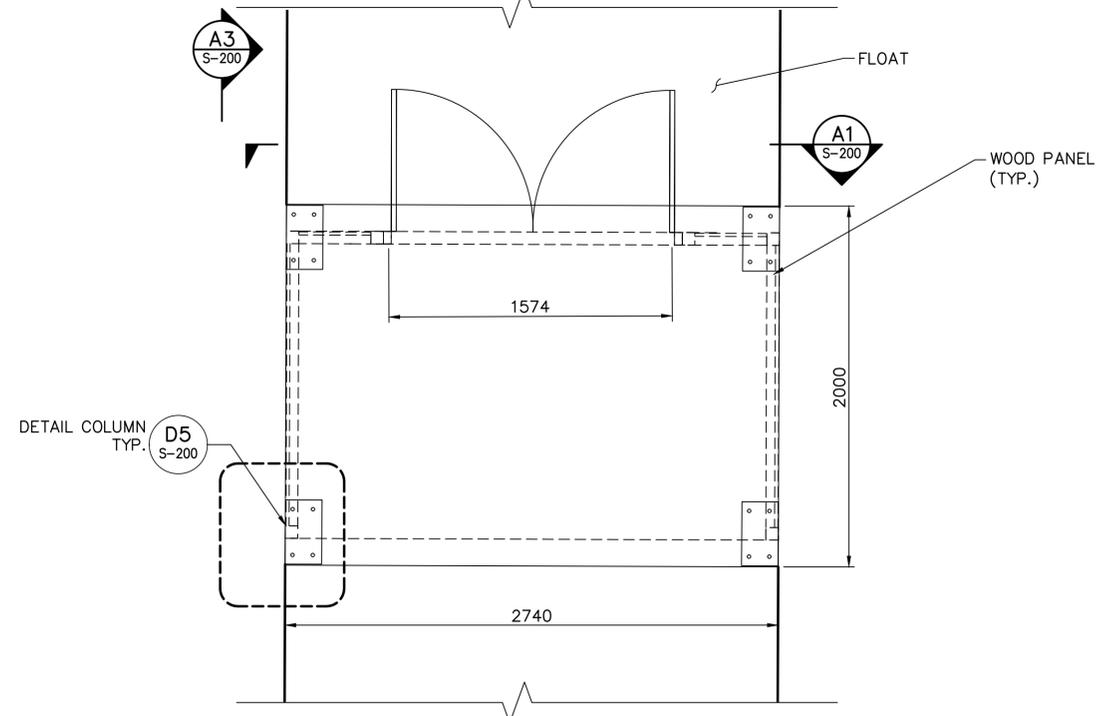


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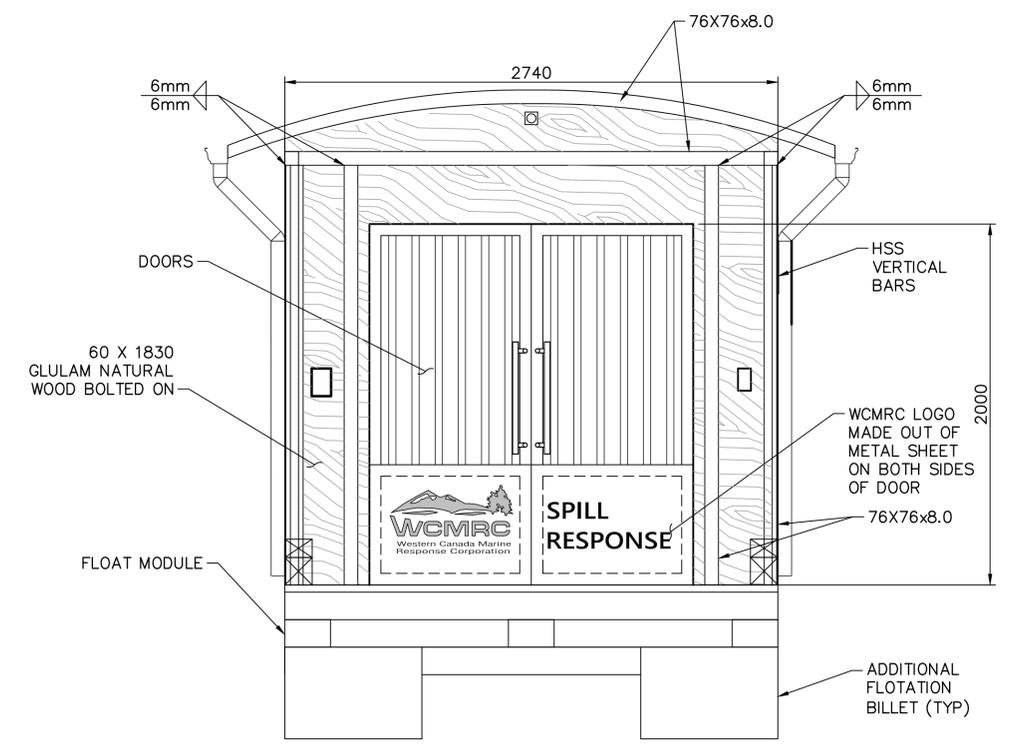


SCALE: 1 : 20

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION



C1 SECURITY GATE FRAME PLAN
SCALE: 1:20



A1 ELEVATION
SCALE: 1:20



Work	Description	Date	PH
A	ISSUED FOR CLIENT	2020.09.03	PH

**WCMRC
SPILL RESPONSE BASE
UCLUELET, BC**

**PROPOSED SECURITY GATE
LIGHTING DETAILS**

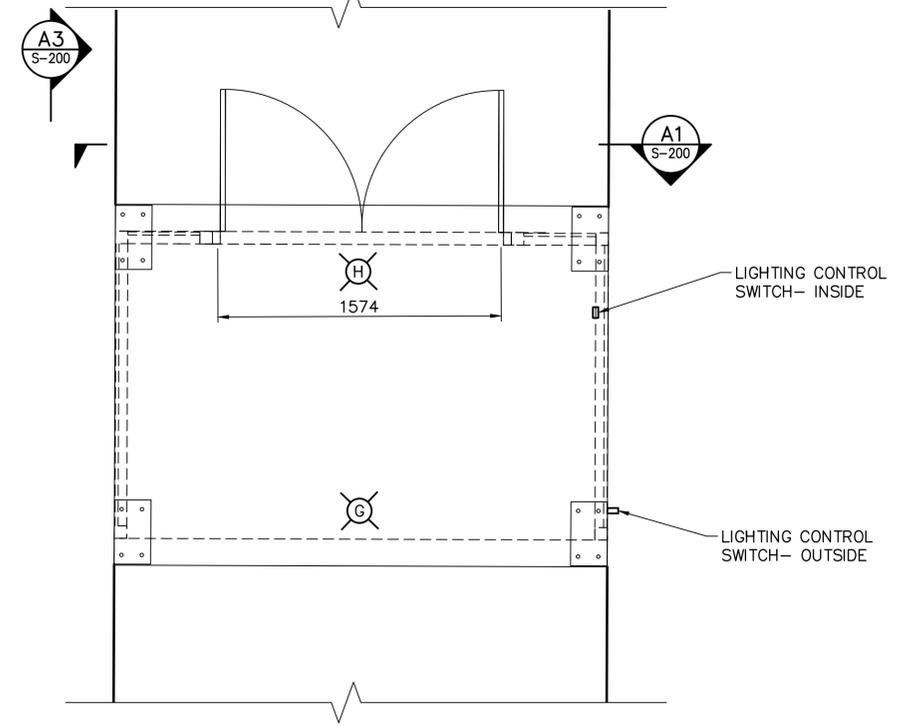
Designed by: DH	Date: 20/09/02	Rev. A
Dwn by: KS	M&N Project No. 8614-09	
Reviewed by: PH	Drawing code:	
Submitted by: MOFFATT & NICHOL	Drawing Scale: Ref scale: 1:1 (Metric D)	

moffatt & nichol

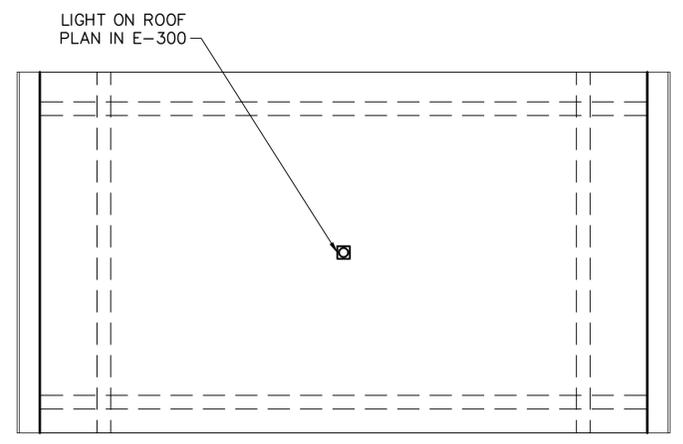
777 WEST BROADWAY, SUITE 301
VANCOUVER, BC, CANADA, V5Z 4J7
604-707-9004

SEAL

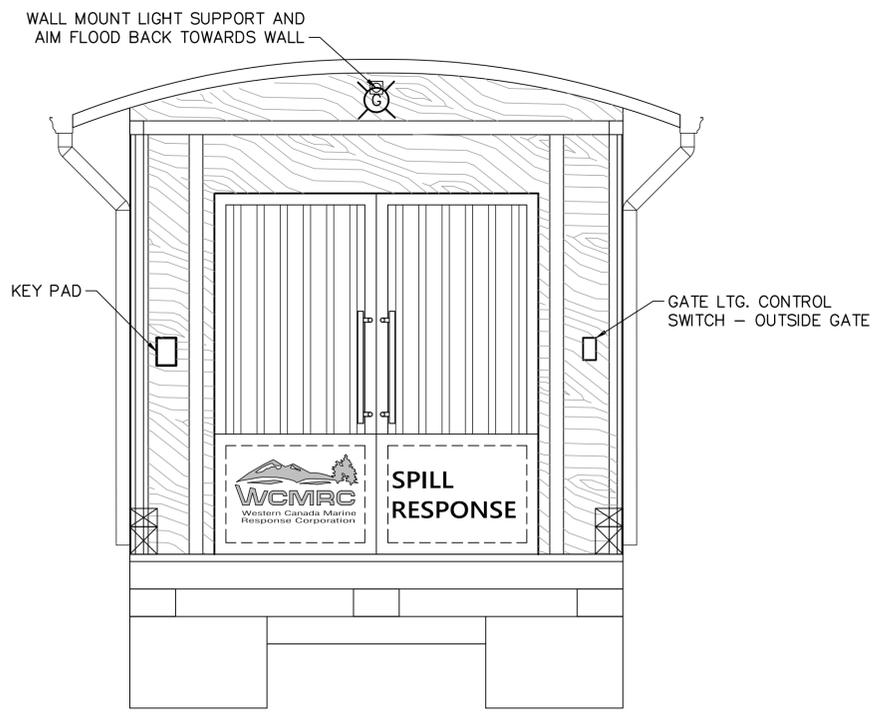
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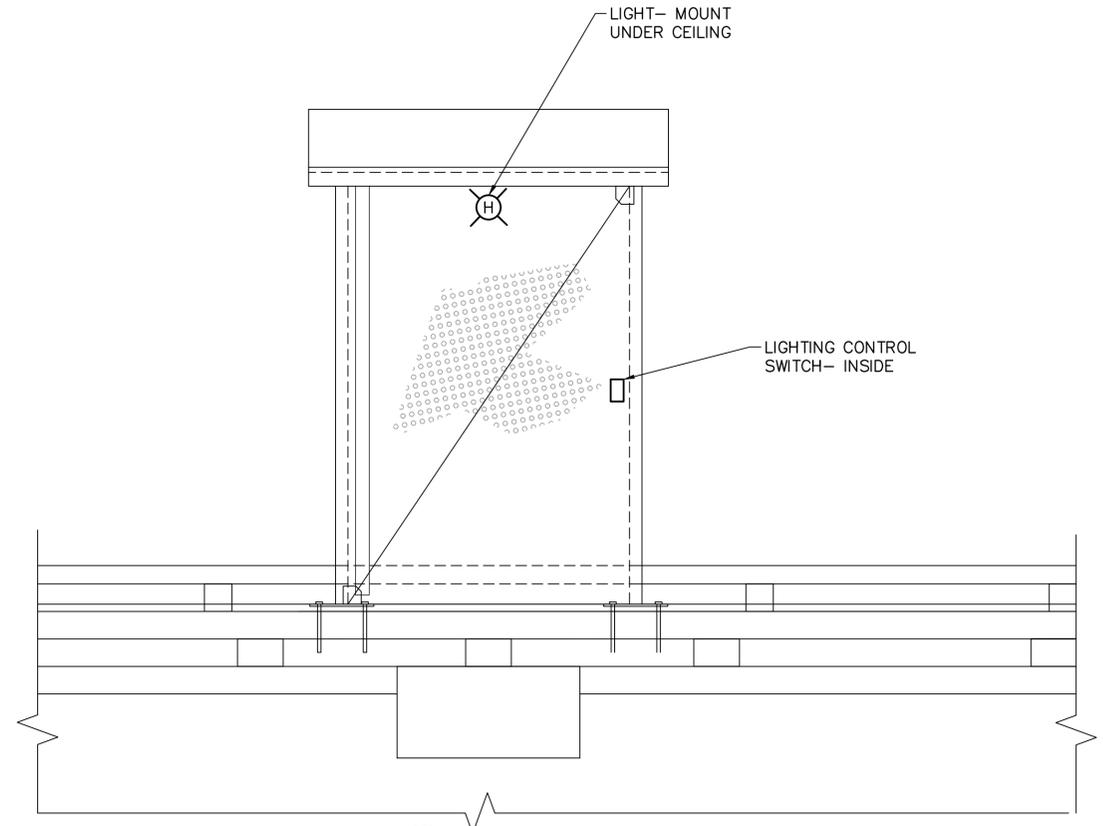
C1 SECURITY GATE FRAME PLAN
E-501 SCALE: 1:20



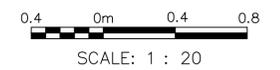
C3 ROOF PLAN
E-501 SCALE: 1:20



A1 ELEVATION
E-501 SCALE: 1:20



A3 ELEVATION
E-501 SCALE: 1:20



PRELIMINARY
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Meeting	Meeting Item Description	Resolution Text	Description	Follow-Up Status
17-Sep-19	Scale Educational Component	THAT Council directs Staff to collaborate with the Ucluelet Aquarium to develop an educational component which will accompany the scale installed at the Small Craft Harbour.	Staff to collaborate with the Ucluelet Aquarium to develop an educational component which will accompany the scale installed at the Small Craft Harbour.	In Progress: Awaiting Content from the Aquarium Staff
17-Sep-19	Scale Installation at Small Craft Harbour	THAT Council directs Staff to install a fish scale at the Small Craft Harbour with District of Ucluelet branding.	Staff to install a fish scale at the Small Craft Harbour with District of Ucluelet branding.	Complete
17-Sep-19	Seaplane Base Road Signage	THAT Council directs Staff to install signage at the end of Seaplane Base Rd. that directs users to park their boat trailers overnight in the Seaplane Base Recreation Hall parking lot.	Staff to install signage at the end of Seaplane Base Rd. that directs users to park their boat trailers overnight in the Seaplane Base Recreation Hall parking lot.	Assigned - In Progress
18-Feb-20	Habour Authority Resolution Tracking	THAT Council recommends the Harbour Bylaw be amended to require proof of valid insurance for moored vessels	Staff to prepare amended Bylaw for presentation at the April HA meeting	In Progress: Referred to Master Plan
19-May-20	Hello Nature Lease	THAT the Harbour Authority approve the lease for Hello Nature Dock as an annual contract as poer charte operations	Communicate aproval of the lease to Hello Nature	Complete
19-May-20	Charter Fishing and Whale Watching Tours Ucluelet, COVID-19	THAT District Staff provide a report about the amount of income derived from reserve moorage, the volume of boats that use reserve moorage, and the impact of removing reserve moorage fees on harbour revenues at a future Council meeting.	Present report at the May 26, 2020 Regular Council Meeting	Complete

Harbour Authority Resolution Tracker

Ucluelet Harbour Report

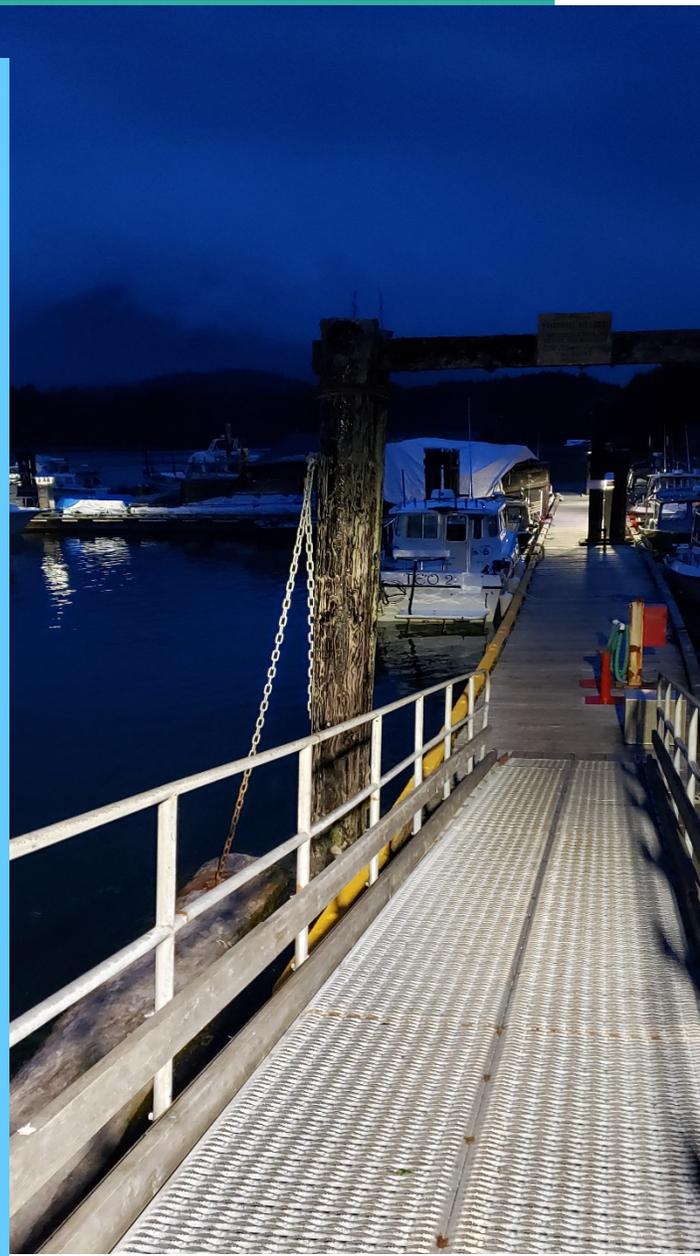
September 15, 2020

Updates

The docks started slowly in May with most of our charter companies arriving July 1st. Most companies seem to have been steady despite the lack of US clients. The Area G trollers had an opening on August 1st. The catch rate has been below their quota and they are still fishing. The warm offshore water held 25 plus Tuna vessels in the area for most of July thru the beginning of September.

SEPTEMBER, 2020

Kasslyn Contracting



UPDATES



We had two separate incidents on 52 steps in July we had a young man untying boats. In August we had an American yacht escorted to the dock by the RCMP marine division for breaking the quarantine act.

