



REGULAR MEETING OF COUNCIL
Thursday, December 7, 2023 @ 4:00 PM
George Fraser Room in the Ucluelet Community Centre and Electronically (Via Zoom)
500 Matterson Drive, Ucluelet

AGENDA

This meeting is a hybrid meeting conducted both in-person and electronically through Zoom. Visit <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 in the Ucluelet Community Centre to hear, or watch and hear, this meeting including any electronic participation.

Page

1. CALL TO ORDER
 - 1.1 ACKNOWLEDGEMENT OF THE YUULU?I?ATH
Council would like to acknowledge the Yuulu?if?ath, on whose traditional territories the District of Ucluelet operates.
 - 1.2 NOTICE OF VIDEO RECORDING
Audience members and delegates are advised that this proceeding is being video recorded and broadcast on YouTube and Zoom, which may store data on foreign servers.
 - 1.3 DEPUTY CHIEF McRURIE, APPOINTMENT AS LOCAL ASSISTANT TO THE FIRE COMMISSIONER
2. LATE ITEMS
3. APPROVAL OF THE AGENDA
4. PUBLIC INPUT & DELEGATIONS
 - 4.1 Delegations
 - Sgt. Marc Jones, Ucluelet RCMP Detachment
Re: Quarterly Update
 - Paul Rosenau, EKISTICS Town Planning Inc. 5 - 28
Re: LT543 Helen Road - Introduction to Project
[2023 Ucluelet-District-Council Delegation Form](#)
[Ekistics Presentation](#)
 - Denise Stys-Norman, Tourism Ucluelet 29 - 52
RE: 2024 Tactical Plan Overview
[TU Dec 7 2023 Council Delegation form](#)

[Tourism Ucluelet MRDT 1-Year Tactical Plan 2024 - Final](#)
[Ucluelet MRDT Affordable Housing Plan 2024 - Appendix 1.8 DOU](#)

5. UNFINISHED BUSINESS
6. REPORTS
 - 6.1 Peninsula Road Construction Contract Authorization 53 - 63
James MacIntosh, Director of Engineering Services
[RTC - Pen Road Contract](#)
[Appendix A - Council Project Log](#)
[Appendix B - Construction Schedule \(High-Level\)](#)
 - 6.2 221 Minato Road - Park Dedication, Licence of Occupation and Covenant Amendment 65 - 102
Bruce Greig, Director of Community Planning
[RTC - 221 Minato Rd.](#)
[Appendix A - Excerpts of Rezoning Plans](#)
[Appendix B - Terms of Registered S.219 Covenant CB365207](#)
[Appendix C - Park and Road Dedication - Plan EPP129243](#)
[Appendix D - Proposed License of Occupation - Bridge](#)
[Appendix E - Proposed License of Occupation - Dock Access](#)
 - 6.3 Lot 13 - BC Housing Partnering Agreement 103 - 189
Bruce Greig, Director of Community Planning
[RTC - Partnering Agreements](#)
[Appendix A - Partnering Agreement BC Housing](#)
[Appendix B - Project Partnering Agreement Lot 13](#)
[Appendix C - Letter BC Housing, March 10, 2023](#)
[Appendix D - Master Partnering MoU Between Ucluelet & BC Housing](#)
 - 6.4 The Cabins at Terrace Beach - License of Occupation for Trail / Occupancy and S. 219 Covenant 191 - 199
Bruce Greig, Director of Community Planning
[RTC - 3360-20-RZ20-07 Cabins SRW LoO](#)
[Appendix A - Excerpt S. 219 Covenant CA9320013](#)
[Appendix B - Subdivision Plan EPP117265](#)
[Appendix C - SRW Plan EPP117266](#)
 - 6.5 Retail Cannabis Sales License Application for Unit #5-250 Main Street 201 - 213
John Towgood, Municipal Planner
[RTC - LCRB23-01](#)
[Appendix A - LRCB Referral](#)
[Appendix B - TUP23-04](#)
[Appendix C - Notification](#)
7. NOTICE OF MOTION
8. CORRESPONDENCE
 - 8.1 Amphitrite Coffee Shop 215 - 216
Wild Pacific Trail Society
[2023-11-24 WPTS - Council Letter 2023](#)
 - 8.2 BC - Private Member's Bill C-273 217 - 220
Peter Julian, MP - New Westminster-Burnaby
[2023-11-23 MP Peter Julian Bill C-273](#)

9. INFORMATION ITEMS
- 9.1 Council Strategic Priorities Update 221 - 226
Duane Lawrence, CAO
[IRTC - Strategic Priorities Update](#)
[Appendix A - Strategic Priorities Summary](#)
- 9.2 Clayoquot Biosphere Trust 2023 Vital Signs Report 227 - 256
Rebecca Hurwitz, Executive Director, Clayoquot Biosphere Trust Society
[2023-11-21 Vital Signs Letter](#)
[2023-11-21 Vital Signs Report](#)
- 9.3 Wild Pacific Trail 2023 Season Summary 257 - 260
Wild Pacific Trail Society
[2023-11-24 WPTS 2023 Season Summary](#)
- 9.4 Registration Open - Climate Change & Health Community Gathering 261 - 265
Association of Vancouver Island and Coastal Communities
[2023-11 - Climate Change & Health Community Gathering](#)
[Climate Change & Health Community Gathering - Save the Date](#)
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 Maffei
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)(c) of the Community Charter:
(c) labour relations or other employee relations.*
13. ADJOURNMENT



DISTRICT OF UCLUELET

Request to Appear as a Delegation

All delegations requesting permission to appear before Council are required to submit a written request or complete this form and submit all information or documentation by 12:00 p.m. five clear days before a Council Meeting. Applicants should include the topic of discussion and outline the action they wish Council to undertake.

All correspondence submitted to the District of Ucluelet in response to this notice will form part of the public record and will be published in a meeting agenda. Delegations shall limit their presentation to ten minutes, except by prior arrangement or resolution of Council.

Please arrive 10 minutes early and be prepared for the Council meeting. The Mayor (or Acting Mayor) is the chairperson and all comments are to be directed to the chairperson. It is important to address the chairperson as Your Worship or Mayor McEwen.

The District Office will advise you of which Council meeting you will be scheduled for if you cannot be accommodated on your requested date. For more information contact the District Office at 250-726-7744 or email info@ucluelet.ca.

Requested Council Meeting Date: December 7, 2023

Organization Name: EKISTICS Town Planning Inc.

Name of person(s) to make presentation: Paul Rosenau

Topic: LT543 Helen Road - Introduction to Project

Purpose of Presentation:

Information only

Requesting a letter of support

Other (provide details below)

Please describe:

Presentation to Council for the proposed OCP amendment and rezoning application for LT543 Helen Road

Contact person (if different from above): Steven Beyer

Telephone Number and Email: 604-653-5059 / Beyer@ekistics.ca

Will you be providing supporting documentation? Yes No

If yes, what are you providing? Handout(s) PowerPoint Presentation

Note: Any presentations requiring a computer and projector/screen must be provided prior to your appearance date. The District cannot accommodate personal laptops.

The personal information you provide on this form is collected under s. 26(c) of the FOIPPA and will be used for the purpose of processing your application to appear as a delegation before the District of Ucluelet Council. The application will form part of the meeting's agenda and will be published on the website. Your personal telephone number and e-mail address will not be released except in accordance with the Freedom of Information and Protection of Privacy Act. Questions about the collection of your personal information may be referred to the Manager of Corporate Services 200 Main Street, PO Box 999, Ucluelet BC, V0R 3A0 or by telephone at 250-726-7744.



HYPHOCUS ISLAND NEIGHBOURHOOD LOT 543 CLAYOQUOT LAND DISTRICT

PRESENTATION TO DISTRICT OF UCLUELET | DECEMBER 7, 2023



WELCOME

We would like to acknowledge that the land on which we gather is the unceded territory of the Yuuḷuḷiḷḷath people (*people of the safe harbour*) who have lived along the west coast of Vancouver Island for thousands of years. The nuučaanuḷ (Nuu-chah-nulth) name for Hyphocus is Huumaniš.



INTRODUCTION

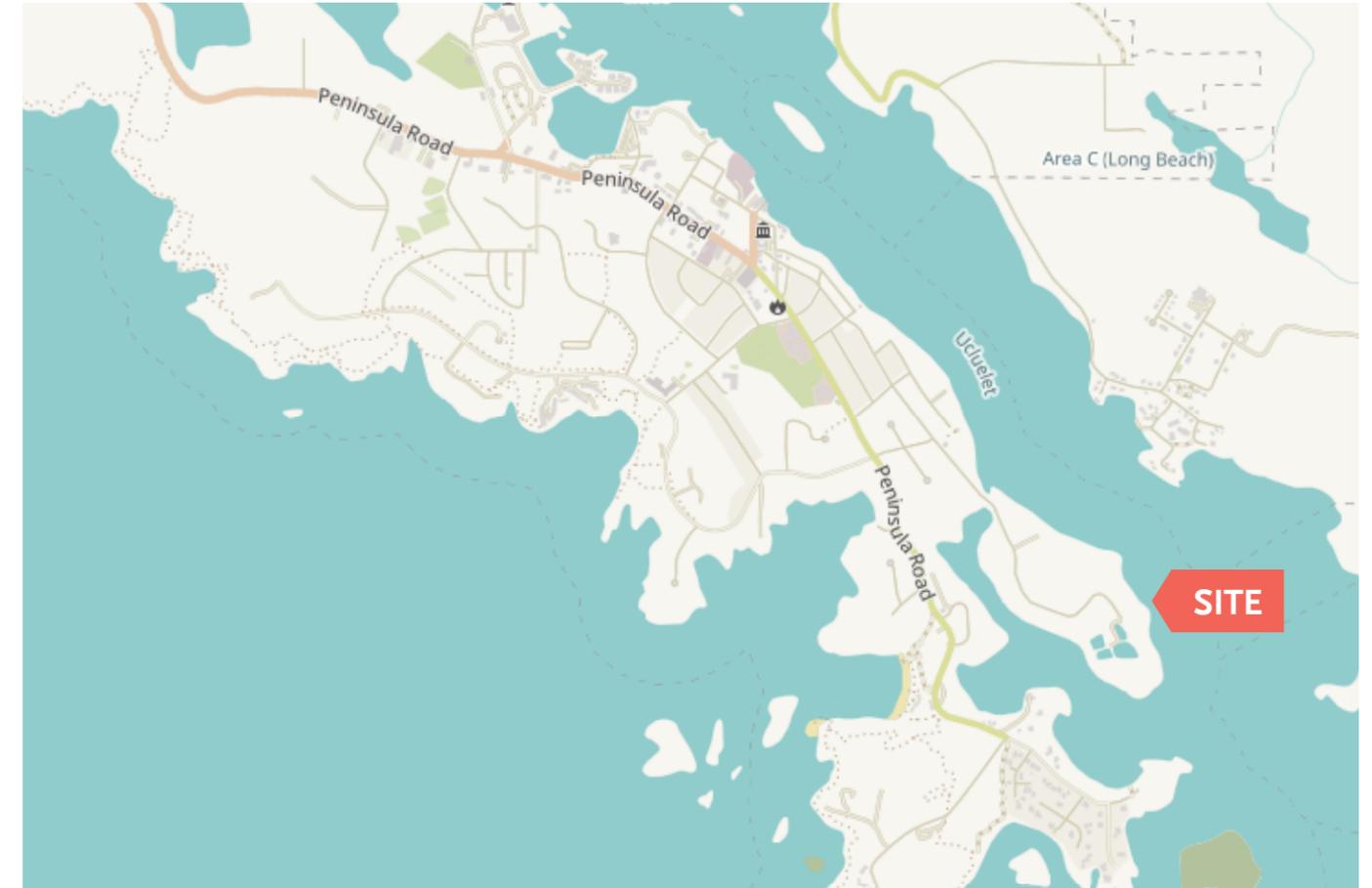
WHY?

Lot 543, on the southern end of Hyphocus Island, was purchased by our client, Mr. Liu, in 2022 with the intention to preserve some of the land for his future generations and to enhance its value through development.

To achieve this vision, an amendment to the Official Community Plan (OCP) and a rezoning of the site is required.

INTRODUCTION

WHERE?



THE SITE:

- 34 acres
- 1,200m of coastline
- Varied in topography and vegetation
- Within walking distance of schools, shops and essential services

INTRODUCTION

HISTORY



PAST LAND USES:

- The land was used by the Yuuḷuṛiṭṭath people for thousands of years for fishing, shelter and burial
- In the late 1960s and early 1970s, the majority of the site was cleared due to logging
- The sanitary forcemain and lagoons were constructed in 1984

INTRODUCTION

HISTORY



ACCESS:

- Prior to 1967, access to Hyphocus Island was via a pedestrian bridge
- The landfill causeway was constructed in 1967 to facilitate the logging operations on site

OBJECTIVE A RESPOND TO LOCAL HOUSING NEEDS

THE CHALLENGE:

- Respond to Ucluelet’s housing shortage due to the rising popularity of the region
- Ease the shortage of affordable homes amidst increasing demand

OUR PROPOSAL:

- Deliver 300-350 new units
- +/- 100 rental apartments
- +/- 150 townhouses and duplexes
- Prioritize future homes for permanent residents
- Align with OCP Policy 3.134, targeting 75% attainable homes



Affordable = spend 30% of 80% of median income on mortgage

Attainable = spend 30% of 130% of median income on mortgage

OCP POLICY 3.134

“Ensure larger developments are required to provide affordable housing as a portion of each development phase. Completion of the Land Use Demand Study (underway) and Housing Needs Assessment (2021) should provide guidance for the District to adopt targets for percentages of affordable housing in new developments. **As a starting point, target a minimum of 75% of housing in new developments to be attainable by Ucluelet resident households.**”



OBJECTIVE B

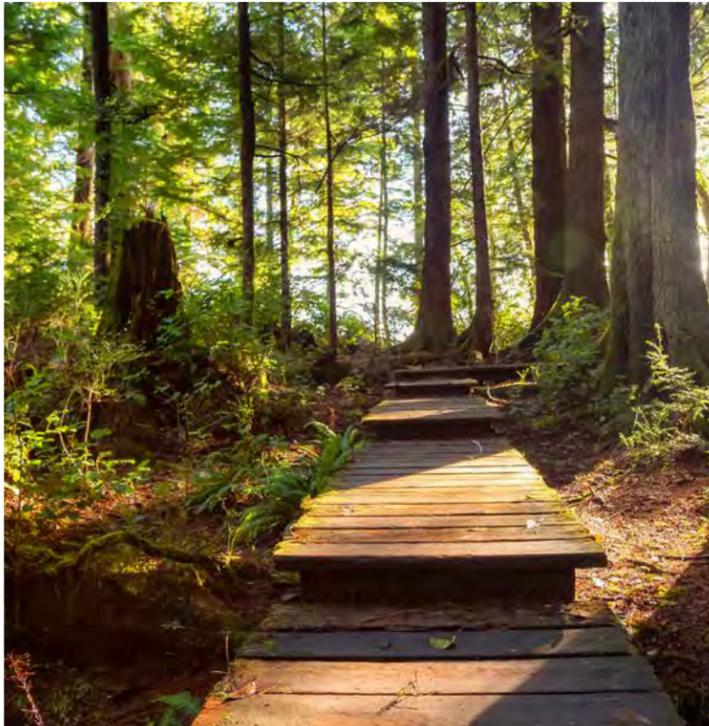
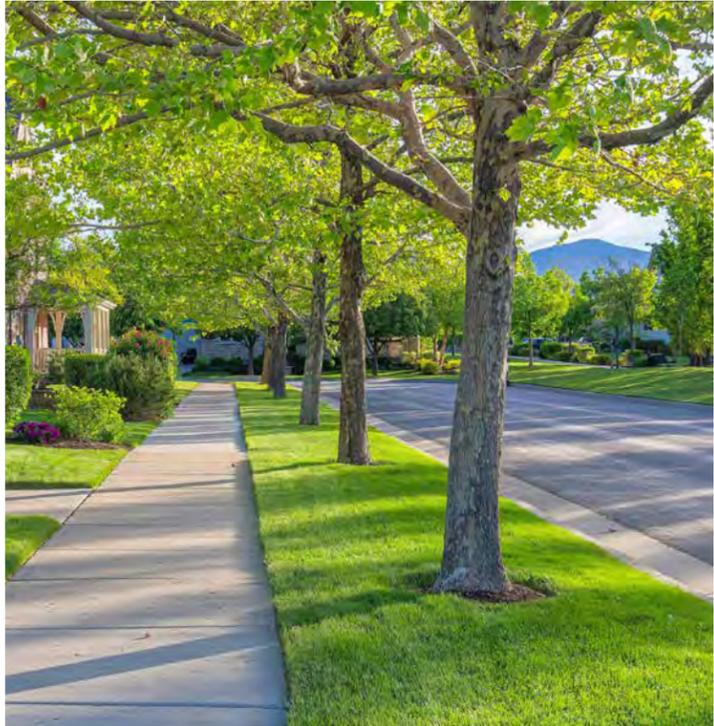
IMPROVE INFRASTRUCTURE

THE CHALLENGE:

- Establish high quality infrastructure (roads, sidewalks, trails, water and sanitation)

OUR PROPOSAL:

- Upgrade Helen Road prioritizing pedestrian safety
- Extend the Safe Harbour Trail
- Ensure seamless integration of the new development with the existing sanitary treatment plant
- Address the existing odour issue from the sanitary lagoons. An engineering team has been engaged to assist in the resolution of the matter



OBJECTIVE C

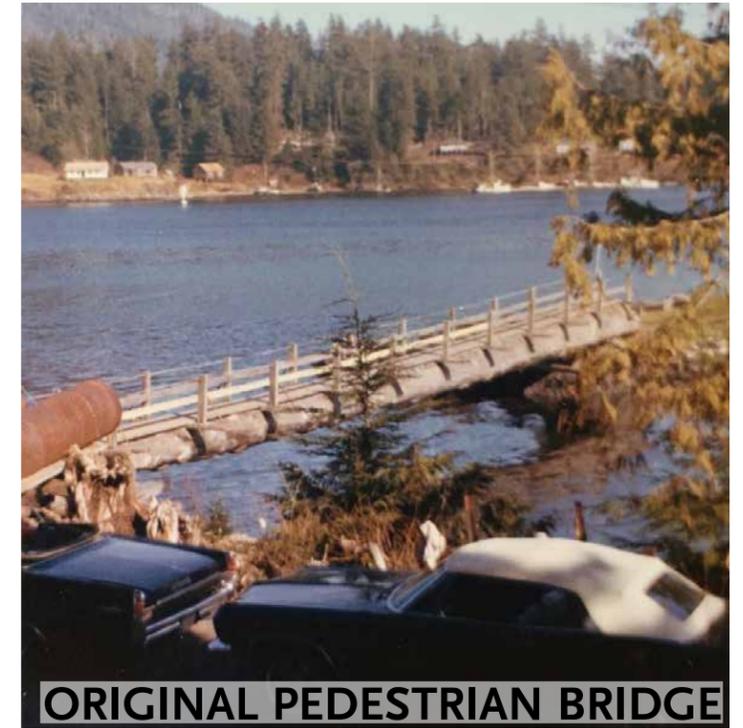
SAFEGUARD THE ENVIRONMENT

THE CHALLENGE:

- Preserve the site's mature growth and sensitive ecosystems
- Address the causeway's impact on tidal flow, sediment deposition, water quality and fish habitats

OUR PROPOSAL:

- Create thoughtful land development
- Preserve 20-30% of land as open space
- Protect the unique environmental character including the forested shoreline and elevated views
- Safeguard valuable features such as the archaeological sites and wildlife corridors
- Replace the landfill causeway with a bridge to improve environmental conditions and habitat connectivity



ORIGINAL PEDESTRIAN BRIDGE



EXISTING CAUSEWAY

CONTEXT

OFFICIAL COMMUNITY PLAN (OCP)

CURRENT OCP LAND USE

- Single Family Residential
- Parks and Open Space
- Industrial
- Institutional

A number of trails are identified for the site, most notably, the Safe Harbour Trail.

PROPOSED OCP LAND USE

- Single Family Residential
- Multi-Family Residential
- Parks and Open Space
- Tourist Commercial

A number of trails are proposed in accordance with the OCP.



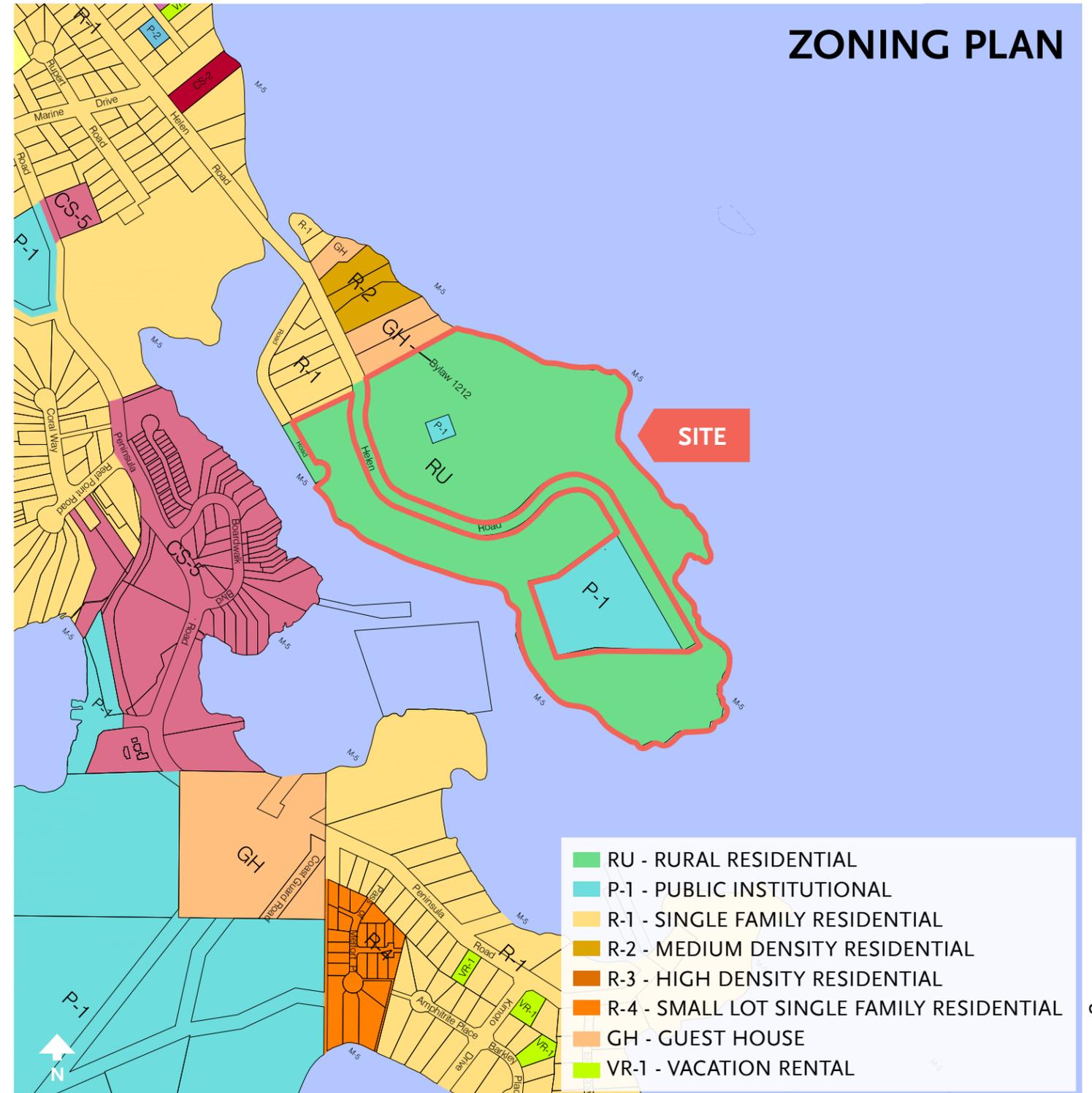
CONTEXT ZONING

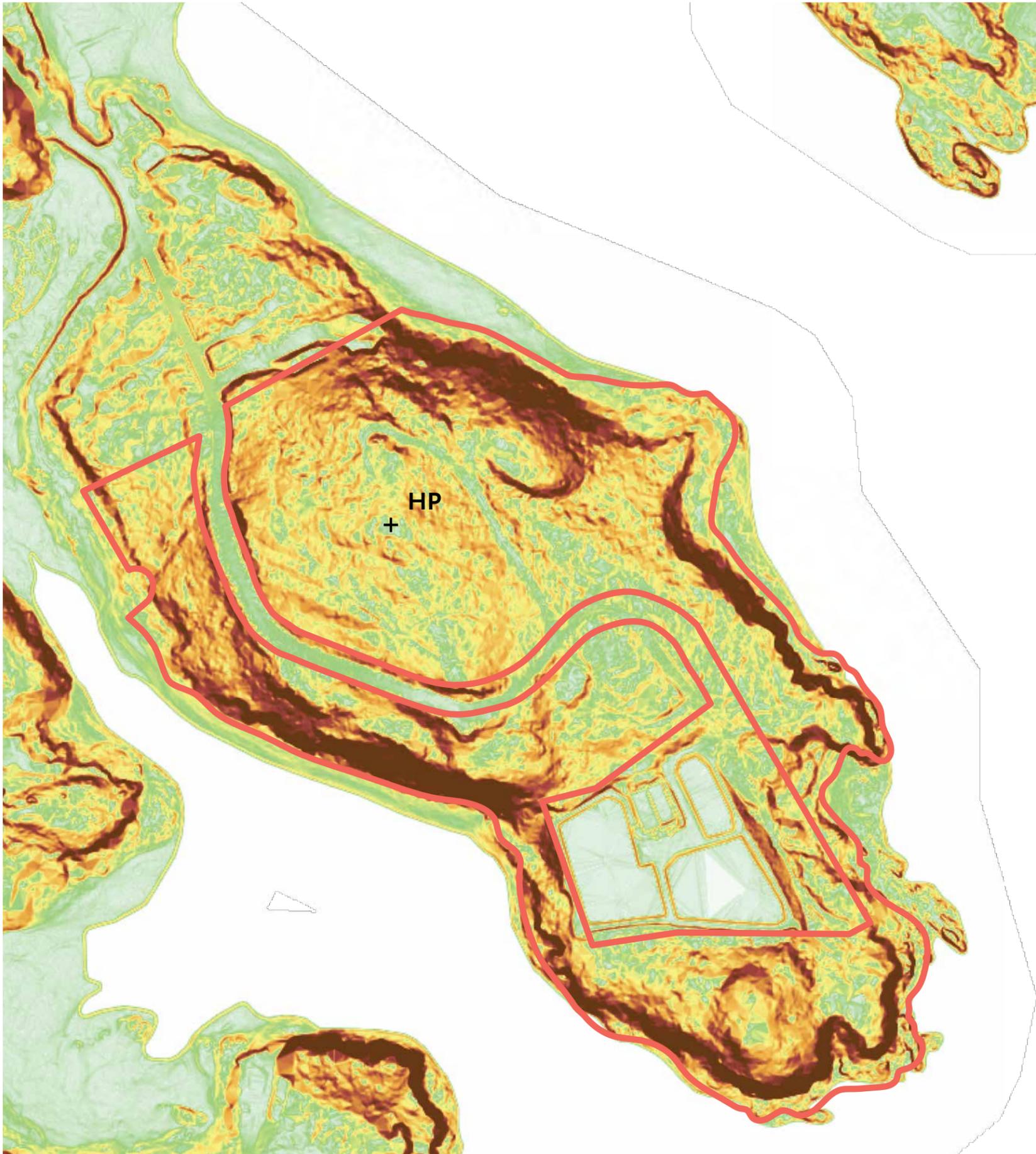
CURRENT ZONING

- Rural Residential
- Public Institutional

PROPOSED ZONING

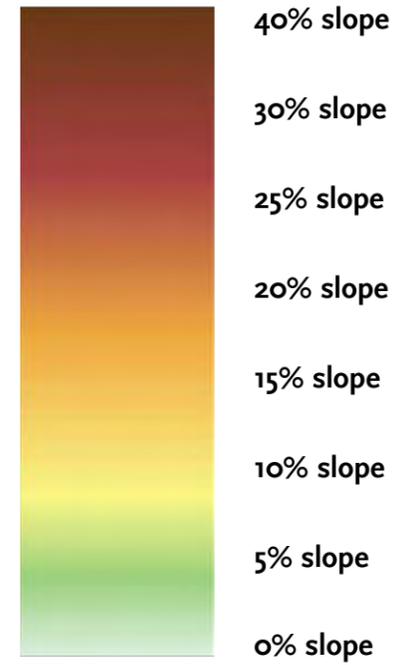
- Comprehensive Development Zone
- Sub-zones are yet to be determined but are likely to include single family residential, medium density and high density residential, tourist commercial and public institutional (open space)





SITE ANALYSIS

SLOPE



- The steepest slopes are around the perimeter of the site
- The highest point is central to the site
- Development to be located on land with a slope of less than 30%

SITE ANALYSIS ARCHAEOLOGICAL & ENVIRONMENTAL



- Carey Cunneyworth from the Yuułuṛiḷṛath First Nation has been engaged as the archaeological consultant for the project
- The archaeological sites and Areas of Potential (AOPs) are to be retained and protected within open space systems
- Redd Fish Restoration has been engaged as the environmental consultant for the project
- Mature growth trees and sensitive ecosystems such as wildlife corridors have been identified and mapped
- We seek to preserve these distinctive features integral to the site's unique character



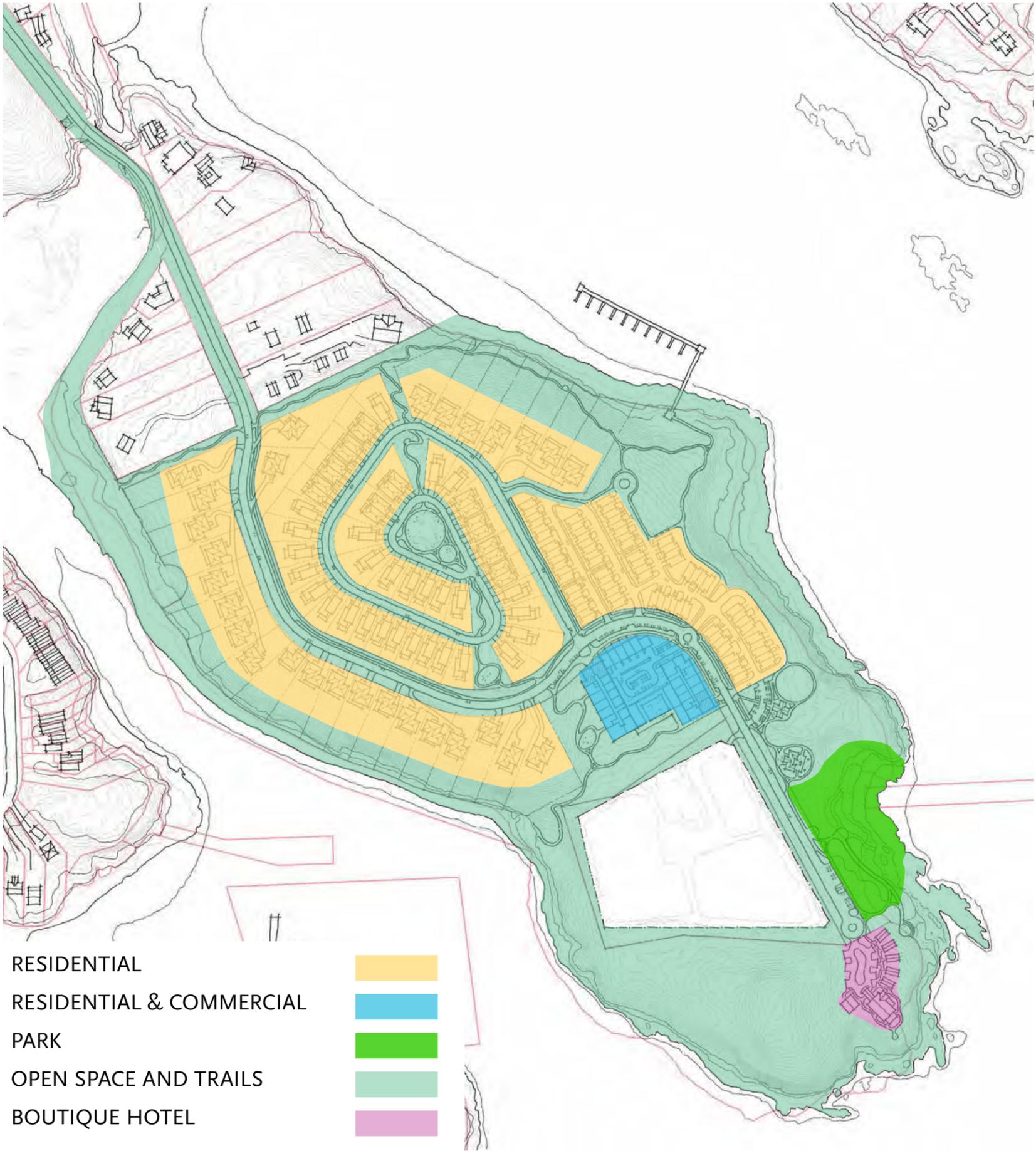
DESIGN CONCEPTUAL MASTERPLAN

We have received some preliminary technical reports and others are underway including a transportation study, civil engineering advice, a topographical survey, archaeological, geotechnical and environmental assessments.

The masterplan follows sustainable urban design principles:

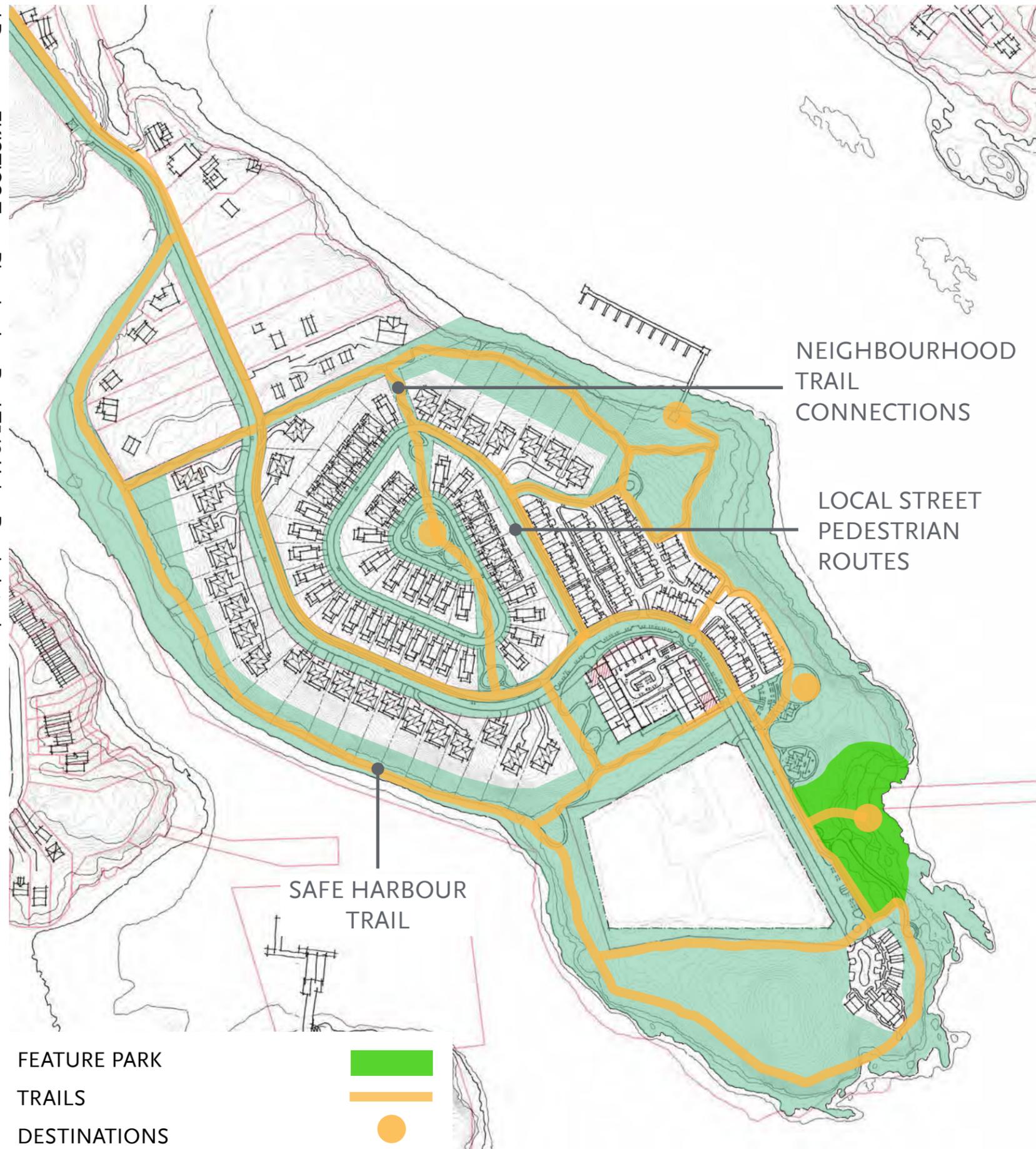
- Compact, cohesive neighbourhoods
- Integrated diverse housing types
- Road network prioritizing functionality and safety
- Pedestrian oriented neighbourhoods

DESIGN CONCEPTUAL LAND USE PLAN



- Mix of attainable single family homes, duplexes and townhouses centrally located
- Rental apartments with ground floor commercial units
- Small boutique hotel on the south point
- Feature park with beach access
- Open space and trail networks around the perimeter

DESIGN TRAILS AND OPEN SPACE



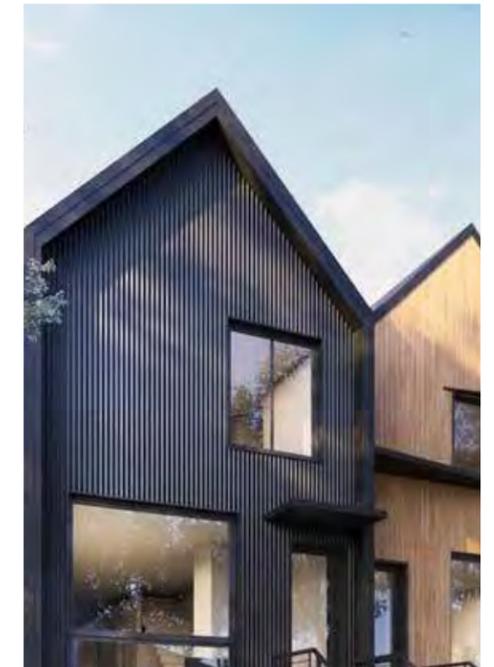
- Protection of site's natural beauty and ecological integrity
- Safe Harbour Trail route expansion
- Recreational opportunities and community connectivity

CHARACTER HOUSING TYPES

SINGLE FAMILY HOME



DUPLEX HOME



CHARACTER HOUSING TYPES

TOWNHOMES



RENTAL APARTMENTS



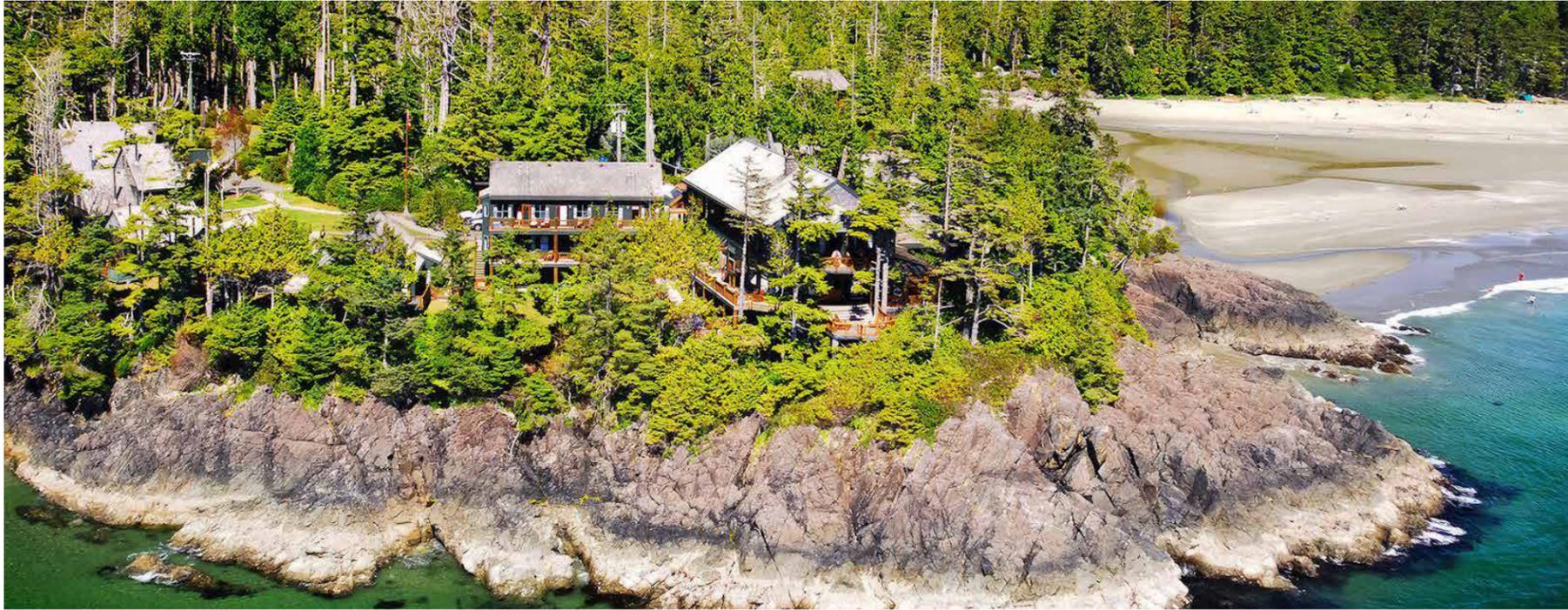
CHARACTER

NEIGHBOURHOOD COMMERCIAL



CHARACTER

BOUTIQUE HOTEL (20-30 ROOMS)



SUMMARY



COMMUNITY BENEFITS

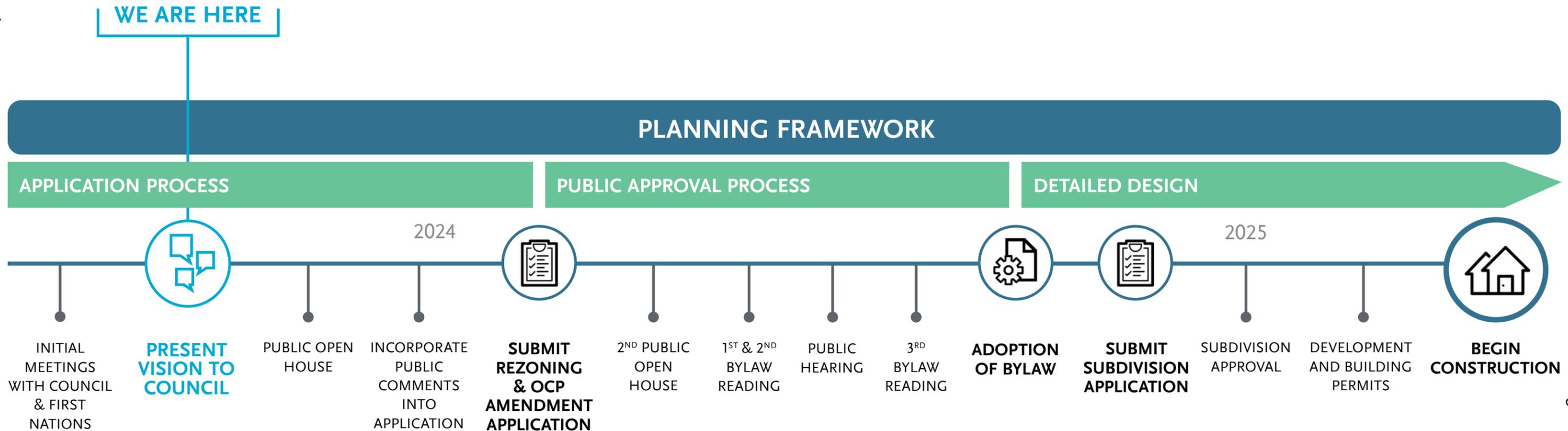
We believe that the implementation of our masterplan will have the following community benefits:

- Respond to and address the local housing needs
- Improve Ucluelet's infrastructure
- Safeguard the environment through the dedications of parks and trail development

IMPLEMENTING THE VISION NEXT STEPS

We are excited to begin the next steps in realizing this vision.

We warmly welcome you to attend our Public Open House in January 2024. Your involvement is key in shaping our future community.





DISTRICT OF UCLUELET

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Requested Council Meeting Date: _____

Organization Name: _____

Name of person(s) to make presentation: _____

Topic: _____

Purpose of Presentation:

Information only
 Requesting a letter of support
 Other (provide details below)

Please describe:

Contact person (if different from above): _____

Telephone Number and Email: _____

Will you be providing supporting documentation? If yes, what are you providing?	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 50%;">Yes</td> <td style="text-align: center; width: 50%;">No</td> </tr> <tr> <td style="text-align: center;">Handout(s)</td> <td style="text-align: center;">PowerPoint Presentation</td> </tr> </table>	Yes	No	Handout(s)	PowerPoint Presentation
Yes	No				
Handout(s)	PowerPoint Presentation				

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Appendix 2.3 One-Year Tactical Plan

Quick Reference Guide

(from the MRDT Program Requirements):

- *The intention of the tax is to assist designated recipients to fund tourism marketing, programs and projects.*
- *Funds from the MRDT program are intended to augment current funding and cannot be used to replace existing sources of tourism funding in a community.*
- *The MRDT program is intended to contribute to the increase of local tourism revenue, visitation, and economic benefits and should be supported by local government and tourism stakeholders.*

The MRDT program principles are:

- *Effective tourism marketing, programs and projects*
- *Effective local-level stakeholder support, and inter-community collaboration*
- *Marketing efforts that are coordinated and complementary to provincial marketing strategies and tactics*
- *Fiscal prudence and accountability.*

One-Year Tactical Plan Template

Designated Recipient: Tourism Ucluelet
Designated Accommodation Area: District of Ucluelet
Date Submitted: November 30, 2023
MRDT Repeal Date: June 1, 2028
Five Year Period: June 1, 2023 – May 31, 2028

Section 1: Overview and Update to Five-year Strategic Business Plan	
Heading	Description
Strategic Direction	<p>Vision and Mission</p> <p>Vision Tourism Ucluelet welcomes curious and conscientious visitors year-round for authentic, immersive and restorative West Coast experiences that are respectful of our environment, businesses, cultures and people.</p> <p>Mission Tourism Ucluelet is an innovative destination management organization committed to leading a sustainable visitor economy through industry and destination development, visitor services, destination marketing and leadership.</p> <p>Strategy Statement "By 2028 Tourism Ucluelet will lead Ucluelet's vibrant and sustainable tourism industry through industry collaboration, responsible and authentic promotion, visitor and community education, support for community priorities and accountability in our operations."</p>
Key Learnings and Conclusions	<p>2023 was a pivotal year for Tourism Ucluelet; the organization became the designated recipient of the MRDT with an increase to 3% tax.</p> <p>While it seems that travel patterns have recovered in some markets Ucluelet was noticing the impacts to travel options, competitive pricing by other markets, inflation impacting travel, cost of living increases and climate crises. While numbers were reportedly softer for accommodation, late spring and summer were looking promising and on track. The constant cancelling of ferries and the wildfire outside of Port Alberni, crippled Ucluelet businesses, not only in the short term, but over the rest of the summer. While communications were constant with tourism businesses and travellers to the area, the extended closure of the highway over the course of the summer caused constant cancelations as the risk of missing a ferry or flight was too great to risk travelling. Those who were not dependent on connections took their time coming to the coast, either in extended lines waiting for the highway to open or the detour route.</p> <p>We continued to see an impact in the activity as well as the food and beverage sectors. Due to increased costs these sectors noticed shifts in business continuity throughout the year, especially in the summer. Vacationers were selecting what they would spend on. Instead of having all meals out and taking multiple excursions, visitors were selecting key experiences. For a second year. the COOP grocery store consistently ran low on food not only because of visitors purchasing groceries, but trucks being impacted by the highway closure. While there is only anecdotal observation and brief conversations shared from staff of businesses; visitors had to make choices of when they were going to eat out or cook themselves.</p> <p>Our responsible travel ambassador Salty the Sea Otter continued to share engaging responsible travel messaging, in a lighthearted and humorous way. While the messaging did run primarily over the peak season, the overall feedback from locals, mayor and council, district staff, businesses and importantly visitors continued to be positive and refreshing.</p>

	<p>Over the course of the year, established tourism businesses indicated that when reflecting on historical activity prior to 2019, similar ebbs and flows returned. Mid – June to mid-September were busy, but instead of a consistency of busyness until mid-November, midweek seemed to be quieter with weekends a bit busier. The seasonality has returned to Ucluelet.</p>
<p>Overall Goals and Objectives</p>	<p>Tourism is one of Ucluelet’s main economic drivers, employing 400-500 people regionally and generating \$50-60 million in regional spending each year. Done right, tourism can bring many benefits to our area; doing it right requires proactive planning and ongoing governance for community success. More than any other industry, tourism requires collaboration and partnering amongst local, regional, and provincial organizations, as well as with residents and local business groups and tourism operators.</p> <p>The tourism master plan became the overarching guiding document that the 5-year and annual tactical plan are based. The plan builds on the assets that have made tourism and our collaboration successful to date, leverages what Ucluelet is good at, proactively aligns with community priorities, and identifies new opportunities and strategies for meeting the changing needs and demands of visitors all the while continuing to work with our partners and tourism businesses to continue consistent growth in the off-peak seasons.</p>

ENVIRONMENTAL STEWARDSHIP	VIBRANT BUSINESSES AND COMMUNITIES
STRATEGIC DIRECTIONS	
<ol style="list-style-type: none"> 1. Protect and enhance areas important to tourism. 2. Educate visitors to cultivate stewardship of the natural environment. 3. Ensure mechanisms for visitors/tourism to financially contribute to environmental stewardship. 4. Encourage greater use of active transportation and transit to, from and around the community. 	<ol style="list-style-type: none"> 1. Increase support/enhance benefits to ensure attraction and retention of employees working in the tourism industry. 2. Create opportunities for visitors to connect with and understand the local community. 3. Develop better data and monitoring systems to support economic growth and improve visitor experience. 4. Support more sustainable/resilient operations in local businesses. 5. Attract residents/businesses that can provide essential (e.g., food) tourism services and new experiences.
QUALITY, GENUINE AND DIVERSE OFFERINGS YEAR-ROUND	MANAGED GROWTH
STRATEGIC DIRECTIONS	
<ol style="list-style-type: none"> 1. Grow our arts, culture, heritage, events, and education offerings. 2. Continue to build a robust pathway/trail network with improved access and connectivity, while respecting neighbourhoods. 3. Develop a deeper understanding of value-aligned visitors and shape local experiences to attract them. 4. Grow our marine and land-based eco-tourism and regenerative tourism-based experiences. 	<ol style="list-style-type: none"> 1. Strategically invite visitation in the fall, winter and spring seasons. 2. Preserve our small-town character and feel through policies, design, etc. 3. Consider future tourism land use needs and scenarios in light of this plan. 4. Better understand area visitor and development capacities and how to manage them. 5. Maintain summer visitation, and develop programs, projects, and infrastructure to manage it. 6. Create experiences, offerings and itineraries to entice visitors to stay longer.
ROBUST TOURISM FOUNDATIONS+RELATIONSHIPS	
STRATEGIC DIRECTIONS	
<ol style="list-style-type: none"> 1. Continue to develop inclusive partnerships with neighbouring Indigenous communities. 2. Address affordable housing needs for community members and employees. 3. Regularly consult community members regarding tourism decisions and respond to their perspectives. 4. Improve infrastructure and services where needed and strengthen climate adaptation, resilience, and emergency responses. 5. Strengthen partnerships and collaboration among tourism partners and stakeholders at all levels (e.g., local, regional, provincial, and national). 	

<p>Strategic Direction</p>	<p>The following strategic directions consider the trends, opportunities, and challenges of today and offer directions on how to achieve our goals in each focus area. The directions seek to continue the benefits of tourism such as economic diversification, employment, increased vibrancy, and community spirit; and address current challenges of peak period busyness, housing, and staffing shortages, overuse of amenities/infrastructure and variability in visitation.</p>
<p>Strategies</p>	<p>There are three overarching strategic priorities for Tourism Ucluelet: industry and destination development, authentic and responsible promotion, and visitor services.</p> <p>1. Industry collaboration for accountability to operators, and alignment with community and industry values and needs.</p> <ul style="list-style-type: none"> • Support and advocate for businesses ensuring resiliency from emergency and climate crises. • Continue to advocate for increased transportation alternatives to, from and within West Coast Communities. • Continue to engage and play a leadership role in managing backroad camping in the lands surrounding Ucluelet, with a focus on supporting and amplifying messaging jointly developed by First Nations as well as local and regional government; • Ensure operators are provided with opportunities to amplify and be amplified by Tourism Ucluelet consumer marketing tactics; • Provide Digital Literacy training opportunities towards a less porous path to purchase. • Explore off-peak season product availability and development to lessen the burden during peak season; • To continue building a resilient and well-informed Board of Directors • Increase awareness of sustainable initiatives in town. • To increase industry digital literacy for a less porous path to purchase <p>2. Refine messaging through responsible and authentic storytelling of destination differentiators that align with the travel motivations of a high values, respectful traveler.</p> <ul style="list-style-type: none"> • Build/refine the brand essence of Ucluelet through an emphasis on community friendliness and unique small businesses, enjoying the natural environment. • Represent stakeholder product offerings with accuracy, drive traffic to stakeholders when capacity exists. • To continually enhance marketing messages, tactics and industry support programs through knowledge gained in stakeholder engagement. • Increase awareness of off-season travel opportunities. • Refined target consumer profiles for cost-effective, results-driven marketing; • Transparent reporting of marketing performance and key learnings. • Strengthen path to purchase and improve consumer awareness of individual businesses; • Show consumer diversity in images and video. • Support controlled visitation through increased off-season marketing, and high-season education amongst visitors; <p>3. Deliver exceptional visitor experiences towards repeat visitation</p>

	<ul style="list-style-type: none"> • Continue to offer front-line staff training to optimize visitor experience at individual businesses through an ambassador program; • Collaborative training and promotion opportunities that emphasize the visitor experience. • Collaborate with community, region and Province on industry-wide issues that impact visitor experience. • Provide mobile visitor servicing seasonally to maintain responsible travel behaviour and consumer engagement;
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Overview of Visitor Experiences in Ucluelet

- **Touring & Exploring** is identified as BC’s largest trip motivator. Visitors looking to tour and explore will find Ucluelet offers a welcoming coastal retreat at the end of a cross-island journey through old-growth forests along a winding mountain highway.
- **Wilderness Comfort** – Ucluelet remains rural but welcomes guests with quality amenities found next to wild nature.
- **Outdoor Adventure** – Ucluelet offers numerous options for those seeking active outdoor pursuits such as hiking on the Wild Pacific Trail, cycling along bike paths, fishing charters, kayaking and surfing, as well as exploring the nearby Pacific Rim National Park Reserve. The new multi-use path connecting Ucluelet to Tofino through the National Park will provide the opportunity for long-distance hikes and bike rides in a safe and beautiful manner. While Ucluelet is keen to add mountain biking to its list of activities we acknowledge the ask of the Yuułu?it?ath Government - Ucluelet First Nation government to postpone any active marketing until the community and trails are ready. When this opens, Ucluelet will be one of the only locations in Canada where someone can go mountain biking all year round.
- **Ocean Coastline and Rainforests** – A variety of coastal experiences that create return visitation and ideal images for sharing: Wild Pacific Trail, storm watching, relaxing getaways, pristine and raw natural surroundings.
- **Wildlife Viewing** – Both marine (whales, marine mammals, and birds) as well as land-based (bears, wolves, shorebirds) wildlife viewing is available. Ucluelet also has the original collect and release aquarium in Canada. This facility allows visitors to get up close and personal with marine life that is normally found off the coast of Ucluelet while learning from the staff through their interpretive programs and touch tanks.
- **Indigenous Culture** – Engage the Yuułu?it?ath Government - Ucluelet First Nation as well as the Toquart First Nation owned and operated businesses to ensure Indigenous tourism products and services are linked, showcased and future opportunities are collaborated upon.
- **Arts** are always influenced by natural surroundings. Paintings, carvings, sculptures, crafts, photography; there are multiple galleries in town that offer a host of local one-of-a-kind work.
- **Culinary** – A variety of restaurants, cafes, bakeries, diners, an award-winning micro-brewery, casual and high-end restaurants, and food trucks taking inspiration from local ingredients.

- **Festivals & Events** – Canadian Surf Nationals, Ukee Days, Edge to Edge Marathon, Arts Splash, Pacific Rim Whale Festival, Summer Festival, Cultural Heritage Festival, Canada Day, Sail Past, Midnight Madness (per-Christmas shop local initiative), the Salmon Trail (summer), Soap Box Derby in the fall, monthly beach clean-ups with Surfrider Pacific Rim as well as guided interpretive walks facilitated by the Wild Pacific Trail Society. These festivals and events are unique with a local flare.

Primary Visitor Demographic

1. Repeat Travelers: Those who have been to Ucluelet in the last 5 years.
2. Values - Responsible Traveller:
The Responsible Traveller travels with purpose and wishes to positively impact the communities they visit.
Research tactics will first yield PRIZM and EQ Profiles.
In the meantime, act on the following inferences. A responsible traveller is likely to:
 - a. Have a need to connect with nature;
 - b. Purchase eco-friendly products;
 - c. Consume media about the planet, and environmental sustainability tips.
3. Geographic:
 - a. BC (Lower Mainland, Vancouver Island)
4. EQ Profiles:
Authentic Experiencers are typically understated travelers looking for authentic, tangible engagement with destinations they seek, with an interest in understanding the history of the places they visit.
Free Spirits are highly social and open-minded. Their enthusiasm for life extends to their outlook on travel. Experiential and adventurous, they indulge in high-end experiences that are shared with others.
Ucluelet's wilderness, scenic beauty, rich history, wildlife viewing, Wild Pacific Trail and outdoor adventure opportunities and the local community's desire to protect it matches with the Authentic Experiencers concern for the health of the planet and what it means to future generations. Free Spirits' sense of sharing their adventures online while enjoying the finer aspects of the community provide ample reasons for these EQ segments to visit. Of the 10 most appealing activities for Canadian Authentic Explorers, Ucluelet offers several either in the destination or very close by: marine and land-based wildlife viewing, visiting small towns, visiting national parks, seeing beautiful coastlines and beaches, dining at restaurants offering local ingredients and visiting aquariums.

With the use of Environics, Tourism Ucluelet will have the capacity to extract further information regarding the type of traveller that comes to Ucluelet. Providing further ability to target similar audiences or likeminded travellers.

Secondary Visitor Demographic

1. Geographic:
 - a. Alberta (Calgary/Edmonton)
 - b. USA (Washington, California)
 - c. Ontario (Greater Ottawa, Greater Toronto)
2. Weddings, retreats and small conferences

The goal is to reach all primary and secondary markets with our campaigns as well as the participation in any programs offered by DBC, Tourism Ucluelet reserves the ability to make adjustments to target markets should tactics needs to be modified.

Management, Governance and Administration

On June 11, 2023, Tourism Ucluelet became the designated recipient now reporting to the province while continuing to maintain a strong partnership with the District of Ucluelet. Tourism Ucluelet is currently structured as an incorporated non-profit tourism association, with a ten-person board of directors as well as two non-voting representatives that include Parks Canada and the Ucluelet Chamber of Commerce. , The makeup of the board was updated in 2022 to ensure a more diverse representation of businesses and organizations within Ucluelet. The number of fixed roof accommodation providers who have 4 units or more decreased to 2 from 4, allowing to open two additional seats. These seats are permanent, one for a member of the executive from the Ucluelet First Nation government on whose traditional territories Tourism Ucluelet operates, and the other, a member of council from the District of Ucluelet. The remainder of the board continues to have a combination of activity, not for profit organizations that focus on environmental stewardship and education who offer visitors-facing experiences, as well as food and beverage tourism businesses.

The day-to-day operations are overseen by the Executive Director with support from a full-time marketing specialist, as well as full and part-time staff at the Pacific Rim Visitor Centre including seasonal visitor service counsellors. Due to the rural location of Ucluelet, a competitive employment market, cost of living is subsequently higher than urban communities, in turn this puts minimum wages slightly higher than the provincial standard. Wages are balanced out to remain competitive (health benefits are provided to permanent staff) but are also in alignment with the size of DMO and budget in which Tourism Ucluelet operates.

Affordable Housing

The District of Ucluelet will continue to receive OAP funds for affordable housing initiatives. The District of Ucluelet has begun planning their housing projects, one project is intended to start 2025/26 with the other project completed in 2026. See Appendix 1.8 for further detail as it pertains to affordable housing in Ucluelet.

Section 2: One-Year Tactical Plan with Performance Measure
Major Category: Marketing
Activity Title: Media Advertising & Production
<p>Tactics:</p> <ul style="list-style-type: none"> ● Paid Social Advertising ● Digital Display & Native Advertising ● Search Engine Marketing ● Broadcast: Radio and TV
<p>Implementation Plan:</p> <ul style="list-style-type: none"> ● Description: <ul style="list-style-type: none"> - Use digital advertising platforms to generate leads to tourism businesses specifically for off-season bookings - relevant, motivating content that touches on consumer needs - Use traditional advertising platforms to introduce a new brand essence for Tourism Ucluelet ● Objectives: <ul style="list-style-type: none"> - Ensure operators are provided with opportunities to amplify and be amplified by Tourism Ucluelet consumer marketing tactics - Increase visitation in off-season months, towards seasonal dispersion of travel ● Rational: <ul style="list-style-type: none"> - Digital advertising platforms allow TU to target specific traveler types, based on profiles (to be generated) and inferences about consumer interests and trends (ie. type of media they like, products they buy), allows TU to be cost-effective and, through careful monitoring, allows for pivots based on performance. - TU will need to introduce a refined brand essence, with authentic storytelling and sustainable messages at its core, as it endeavours to attract a values-matched consumer going forward. Broadcast, along with Digital Display will be used for general brand awareness campaigns - Use the stages of lead development provided by Destination BC to ensure specific campaigns address consumers at each stage of the consumer journey (Dream, Plan, Book, Visit, Share) ● Action Steps: <ul style="list-style-type: none"> ○ Re-develop the Tourism Ucluelet brand essence through ongoing brand development exercises ○ Identify, and curate or contract image and video acquisition ○ Identify key off-season product drivers and craft relevant, motivating messages to consumers who might be attracted (content roadmap development). Call-to-action campaigns that are Book Now for off-season ○ Share key off-season product drivers with Destination BC ○ Evaluate the Tourism Ucluelet website's search engine rankings, and optimize website content to take advantage of consumers at the dream and plan phases ○ Build an amplification toolkit to stakeholders for key campaigns (enable stakeholders to build alignment and be ambassadors for TU messages) ● Potential Partnerships: Stakeholders and Amplification Partners: 4VI, Destination BC ● Resources: Existing partnerships, marketing contractors ● Funding: MRDT ● Timeframe: Always on, always ready

- Ad campaigns: April to June, Late August to November, and February through March

- **Budget: \$5,400**

Performance Measures: Reach/Impressions, Click through rate, Cost per click, Bounce Rate, Time on Site, Pages per visit, Cost per action, Conversion rate, Engagements, Cost per engagement, Cost per thousand impressions, Total referrals

Major Category: Marketing

Activity Title: Website

Tactics:

- Written Content
- Search Engine optimization content strategy
- Stakeholder Listings: Ensure continued updating

Implementation Plan:

- **Description:**

- Optimize the website for the user experience and use the website to generate leads to businesses
- Optimize the website for search engines, to capture consumers during Dream and Planning phases
- The website is a valuable tool in communicating responsible travel messaging and content should be constructed to feature fall, winter and spring travel motivators

- **Objectives:**

- To ensure the website is part of a seamless path to purchase for travelers and generate leads to stakeholder businesses
- To provide responsible travel messaging at the start of a traveler's planning, through booking

- **Rational:**

- Providing the right content to the interested consumer at their planning stage will help structure a lead generation engine to businesses
- Use of the website to position the destination's responsible travel messaging, and to encourage off-season bookings

Action Steps:

- Develop a Content Roadmap to define website content that supports other marketing activities, including Paid and Organic promotion. Prioritize website content that supports a consumer in their planning journey - connecting directly to businesses for booking tours, stays and planning (drive times, meals). Content includes itineraries and blog content. Create content with an authentic brand voice - this might include stakeholder features and local writers
- Optimize the website for conversion to stakeholder listings
- Ensure content (blogs and static page content) is optimized for search engine
- Ensure the Brand essence is reflected in the website
- Align ongoing content additions and updates with Destination BC Marketing campaigns

- **Potential Partnerships:** Destination BC, 4VI (for alignment with Provincial marketing efforts), Stakeholders - increase features, support bookings at individual businesses

- **Resources:** Continued support of website developers and designers, strong content writers, stakeholders for continual input

<ul style="list-style-type: none"> ● Funding: MRDT ● Timeframe: <ul style="list-style-type: none"> ○ Continually evolve website content and pages to support campaigns and additional information for visitors ○ Enhance Indigenous people page with interactive information ○ Integrate Ucluelet First Nation - Nuuchahnulth Barkley Sound dialect throughout the website ○ Maintain search engine optimization strategy. ○ Develop a Winter Landing page to direct paid traffic to, supporting reasons for off-season booking (featuring available accommodations and activities) ● Budget: \$43,500
<p>Performance Measures: Number of sessions, Number of pageviews, Number of referrals, Sources, Device, Geography</p>

<p>Major Category: Marketing</p>
<p>Activity Title: Organic Social Media</p>
<p>Tactics:</p> <ul style="list-style-type: none"> ● Organic Social Media management of community, posting on TU social channels ● User Generated Content acquisition ● Amplification toolkit and workshop for stakeholders ● Stakeholder and Partner Features ● Image and Video Acquisition to profile Ucluelet’s key destination drivers ● Research: sustainable traveler profiles, and how they inform organic social content ● Written content: sustainable travel messaging
<p>Implementation Plan:</p> <ul style="list-style-type: none"> ● Description: <ul style="list-style-type: none"> - Use organic social media to communicate the brand essence and values of Ucluelet towards capturing interest in the destination from the right consumer - Emphasize storytelling: authentic and local voices, stories, and features ● Objectives: <ul style="list-style-type: none"> - Ensure operators are provided with opportunities to amplify and be amplified by Tourism Ucluelet consumer marketing tactics - Provide potential travelers with authentic messaging, encourage interest in Ucluelet for brand differentiators and sustainable destination identity - Educate current and potential travelers on how to be mindful, respectful visitors - Increase exposure for individual tourism operators, thereby sending consumers further down the path to purchase - Understand target market for reaching right-match consumers, at the right-time in a cost-effective manner ● Rational: <p>Organic social media channels allow for the sharing of authentic story-based content that is relatively cost-effective and is flexible and quick for execution.</p> <p>Action Steps:</p>

<ul style="list-style-type: none"> ○ Continue regular management of TU social channels: Answer visitor/consumer queries, amplifying User Generated Content, posting sustainable travel messages ○ Create an amplification toolkit and workshop for stakeholders to enable individual tourism businesses to cross-promote other operators, and TU messages, while also assisting TU in amplifying business news (i.e. new products, offers) ○ Image and video acquisition of key destination drivers, as well as written content of sustainable travel messages, to ensure available content to drive the right message. Share images and video with BC Content Hub ○ Amplify Ucluelet’s history and stories of the area <ul style="list-style-type: none"> ● Potential Partnerships: Tourism Operators, Destination BC (Content Hub) ● Resources: Content producers, Influencers, Amplification partners ● Funding: MRDT ● Timeframe: Always on, and always ready ● Budget: \$198,300 <p>Performance Measures: Total followers, Engagement rate, Reach, #exploreBC hashtag amplification, Total consumer use of TU hashtag</p>

Major Category: Marketing
Activity Title: Travel Media and Travel Trade
Tactics: <ul style="list-style-type: none"> ● Travel Media relations
Implementation Plan: <ul style="list-style-type: none"> ● Description: <ul style="list-style-type: none"> - To capture the essence of Ucluelet through written publications that showcase the brand values that are aligned with our responsible and respectful travel messaging ● Objectives: <ul style="list-style-type: none"> - To have articles written that support travel to Ucluelet in the shoulder and off season. Any work that reflects peak season travel will have a strong focus on responsible travel ● Rational: <ul style="list-style-type: none"> - Tourism Ucluelet works with DBC and 4VI to support media to the area in the shoulder and off seasons - Should travel in the peak season be a desire for media, the focus of the content will continue to focus on responsible and respectful travel. - Travel trade is not a priority for the community. There are four suppliers that operate with trade in a very limited capacity. Currently, there are no other suppliers in town that have the desire to work with or have the volume of availability in the peak season when most travel trade are looking for deals. <p>Action Steps:</p> <ul style="list-style-type: none"> ○ Identify publications/outlets that connect with the traveller type ○ Ensure that all publications have a component of respectful travel ○ Monitor stakeholders desire to work with travel trade

<ul style="list-style-type: none"> ● Potential Partnerships: Stakeholders, local community groups, Destination BC, 4VI (TVI) ● Resources: Local content creators, Contractors ● Funding: MRDT ● Timeframe: <ul style="list-style-type: none"> ○ Always on, Always ready ● Budget: \$8,000
<p>Performance Measures: the number of publications either written about or in participation with other communities</p>

Major Category: Marketing
Activity Title: Asset Acquisition
<p>Tactics:</p> <ul style="list-style-type: none"> ● Images ● Video ● Written Content
<p>Implementation Plan:</p> <ul style="list-style-type: none"> ● Description: <ul style="list-style-type: none"> - Capture the brand essence of Ucluelet as a destination in compelling images and video; - Invest in authentic written content, informed by a content calendar and roadmap, that tells the story of locals and tourism experiences - Use image, video and written content to encourage responsible travel - capture brand essence as informed by research into target consumers ● Objectives: <ul style="list-style-type: none"> Captivate and encourage visits to Tourism Ucluelet website ● Rational: <ul style="list-style-type: none"> - Visual storytelling performs best to prompt travel planning - Audible storytelling provides an alternative option for learning about Ucluelet - Support brand essence through written content - Ensure written content is informed by Search Engine needs - to capture consumers at time of broader interest in travel (before location determined) - All assets will ensure diverse representation, emulating intended behaviour from visitors <p>Action Steps:</p> <ul style="list-style-type: none"> ○ Identify image gaps in current image library ○ Identify need for video assets ○ Work with stakeholders to support business needs for compelling images and video ○ Work with content producers ○ Share image and video assets with stakeholders ○ Identify written content gaps through a Search Engine audit ○ Provide Ucluelet visual and video assets to the BC Content Hub ○ Support DBC Content needs with TU assets

<ul style="list-style-type: none"> ● Potential Partnerships: Stakeholders, local community groups, Destination BC ● Resources: Local content creators, Contractors, BC Content Hub ● Funding: MRDT ● Timeframe: <ul style="list-style-type: none"> ○ Always on, Always ready ● Budget: \$33,500
<p>Performance Measures: Number of images, Number of videos, Cost per video view, Video completion rate, Video viewed quartiles, Cost per engagement, Number of page views, Time on site, Bounce rate</p>

<p>Major Category: Destination & Product Experience Management</p>
<p>Activity Title: Industry Development and Training</p>
<p>Tactics:</p> <ul style="list-style-type: none"> ● Participation in 4 DBC COOP programs – Fishing BC, BC Ale Trail, Paddle BC, BC Bird Trail ● Annual reporting to stakeholders ● Quarterly networking and/or skill-building workshops and events for stakeholders ● Monthly stakeholder newsletters ● Corporate Communications strategy: Identify key collaborators and areas to solidify material ● Digital Literacy Services and workshops ● Amplify Destination BC industry learning courses to tourism operators ● Stakeholder Learning Day/Conference: To include Social Media (What content does TU, TVI, DBC share; how to tag on social media) and other professional development options ● Provide itineraries/content to accommodations for their own email marketing programs (send to past consumers) ● Evolve local tourism business-facing website content ● Engagement sessions ● Off-season experience development, Business Advisory Support: extending length of season ● Amplification messaging toolkit for stakeholders: Sustainable messaging ● Sustainable audits, action plans
<p>Implementation Plan:</p> <ul style="list-style-type: none"> ● Description: <ul style="list-style-type: none"> - Support off-season experience development by providing access to experts in financial services, human resources, reputation/public relations, and marketing focused on climate impact protection and recovery through strategic COOP partnerships - Support the growth and strength of tourism businesses with Digital Literacy services and workshops, engagement and learning session(s) ● Objectives: <p>Maintain the relevancy of Tourism Ucluelet, as it supports the strength of operators.</p> ● Rational: <p>Online booking capabilities continue to relevant post-COVID, world economic challenges and climate crises that impact the very survival of small businesses in a rural community. Participating in key COOP programs offers added support to operators to strengthen their ability to capture and convert bookings in markets that Tourism Ucluelet would otherwise not be able to reach. Furthermore, these COOP programs are designed to support growth and dispersion in the shoulder seasons. By participating this offers a business the ability to extend seasonal capabilities and the ability to manage finances, supply, and labour especially in the face of ongoing challenges.</p>

<p>Action Steps:</p> <ul style="list-style-type: none"> ○ Host a post-season celebratory event ○ Share an amplification toolkit with stakeholders to assist in cross-promotion ○ Maintain a monthly newsletter to stakeholders to keep engagement high ○ Plan an off season “Stakeholder Learning Day” post provincial and regional conferences ○ Work with a supplier on a Corporate Communications Strategy around responsible travel messaging, to assist in creating amplification and unification of voices ○ To acquire data from stakeholders and third party data collection sources to better understand visitors to the area <ul style="list-style-type: none"> ● Potential Partnerships: District of Ucluelet, Corporate Communications Contractor, 4VI’s Climate Resiliency Program Pilot Project ● Resources: Email marketing platform, Customer Relationship Management software, event hosting location(s), research and analytics ● Funding: MRDT ● Timeframe: Spring, Fall and Winter ● Budget: \$95,600 <p>Performance Measures: Feedback from stakeholders on planned events, Environics, AirDNA, STR Report</p>

Major Category: Marketing
Activity Title: Visitor Servicing
<p>Tactics:</p> <ul style="list-style-type: none"> ● Static and mobile/seasonal visitor servicing
<p>Implementation Plan:</p> <ul style="list-style-type: none"> ● Description: <ul style="list-style-type: none"> - Identify, through collaboration with community partners, the best way to deliver visitor servicing that supports the needs of travelers, promotes responsible travel messaging, while not being burdensome financially or logistically in the face of building and labour constraints. ● Objectives: <p>Provide opportunities for visitor engagement and education around responsible travel messages</p> ● Rational: <p>The Pacific Rim Visitor Centre, prior to COVID, was the second busiest centre on Vancouver Island. This centre is located at the junction just as travellers arrive on the west coast. This location provides an opportunity to speak with visitors showcasing businesses to enhance experiences as well as sustainability and responsible travel initiatives while spending time on the coast.</p> <p>Action Steps:</p> <ul style="list-style-type: none"> ○ Create plan to determine long term future of Pacific Rim Visitor Centre in partnership with Ucluelet First Nation, Parks Canada, District of Ucluelet ○ Develop a Mobile Visitor Servicing Program: Volunteer and paid opportunities for locals to provide visitor counselling at key locations around Tourism Ucluelet ○ Collaborate with Ucluelet Chamber of Commerce to deliver an Ambassador Program to deliver community knowledge and customer service training to front line staff in the hospitality industry

<ul style="list-style-type: none"> ○ Provide information and tools for all tourism staff to communicate mindful travel messaging ○ Provide FAM tours to front-line staff to increase their product knowledge and ability to make cross-referrals (towards increased length of stay) ○ Explore ways to incorporate sustainable travel messaging/expectations into visitor experience: Signage, website content, organic social media, amplification toolkit for stakeholders, and community partnerships to address specific challenges (e.g. waste, illegal camping) <ul style="list-style-type: none"> ● Potential Partnerships: Stakeholders, District of Ucluelet, Parks Canada, Ucluelet First Nation, Tourism Tofino, Port Alberni Visitor Centre, DBC Visitor Services Network ● Resources: Existing and new partnerships ● Funding: MRDT, Visitor Services base funding, Canada Summer Jobs, retail and third party sales initiatives ● Timeframe: <ul style="list-style-type: none"> ○ Planning (fall season for upcoming year) ○ Operating hours – January to December, hours open are reflective of the time of year. ● Budget: \$156,000
Performance Measures: Number of visitors counselled

Major Category: Marketing
Activity Title: Meetings, Conventions, Events & Sport
<p>Tactics:</p> <ul style="list-style-type: none"> ● To provide funding support to help amplify events that will bring travellers to the area in the shoulder and off seasons ● To provide funding support to help visitor facing educational experiences developed by not for profits organizations
<p>Implementation Plan:</p> <ul style="list-style-type: none"> ● Description: Send out funding applications through email and newsletters to organizations who may need financial or in-kind support for the development or expansion of visitor facing projects or new/recurring annual events that bring visitors to the area ● Objectives: To support organizations who offer visitor facing products, events to further enhance traveller experiences in the area. ● Rational: There are quite a few not-for-profit organizations in Ucluelet who have limited funding to develop products and market them to visitors. Tourism Ucluelet developed a granting program to help support visitor facing projects and events that would help educate and/or enhance a visitors experience to the area. <p>Action Steps:</p> <ul style="list-style-type: none"> ○ Update guidelines to apply for funds ○ Ensure events that receive funding are supporting plans to build out shoulder and off season growth

<ul style="list-style-type: none"> ○ Ensure applicants include sustainability implications for their event or through education how their project is bringing awareness to the preservation of the area ○ Review options for creating intakes throughout the year instead of at a single point in time ○ Work with District of Ucluelet to jointly develop one format for both organizations granting programs <ul style="list-style-type: none"> ● Potential Partnerships: Stakeholders, District of Ucluelet, Parks Canada, Ucluelet First Nation, all not-for-profit organizations ● Resources: Existing and new partnerships ● Funding: MRDT ● Timeframe: <ul style="list-style-type: none"> ○ Planning (summer/fall) ○ Release to organizations late fall ● Budget: \$20,000
Performance Measures: Number of applications received annually

Section 3: Budget for One Year Tactical Plan

The budget proposed for 2024 reflects the continued plans to support local business in recovery from the wildfires at Cameron Lake at the beginning of June 2023 which extended throughout the summer. Tourism Ucluelet will be participating in four DBC Coop programs the BC Ale Trail, Fishing BC, Paddle BC and the BC Bird Trail. All coops align with our goals of outside peak seasonal growth and the community values of preserving the natural environment with like minded consumers.

Board expenditures pertain to their annual retreat and the google grant is an annual credit system devised by Google to support not for profits in the efforts to promote the organization's promotional efforts through strike guidelines.

Section 3: Budget for One-Year Tactical Plan

Revenues (MRDT and Non-MRDT)	Budget \$
Estimated Carry Forward from Previous Year (All Net Assets Restricted and Unrestricted)	59,800
General MRDT (net of admin fees)	705,900
MRDT from online accommodation platforms (OAP)	350,000
Local government contribution	
Stakeholder contributions (i.e. membership dues)	8,000
Estimated Co-op funding (e.g. CTO; DMO-led projects)	
Grants - Federal	9,200
Grants - Provincial	40,000
Grants/Fee for Service - Municipal	
Retail Sales	18,000
Interest	15,000
Other (please describe): 3rd party commission on sales, google grant	137,000
Total Revenues (Excluding Carry Forward)	1,283,100
Expenses (MRDT and Non-MRDT)	Budget \$
Marketing	
Marketing staff – wage and benefits	106,000
Media advertising and production	5,400
Website - hosting, development, maintenance	43,500
Social media	198,300
Consumer shows, events	
Collateral production and distribution	29,000
Travel media relations	8,000
Travel trade	
Consumer focused asset development (written content, video, photography)	33,500
Other (please describe)	
Subtotal	423,700
Destination & Product Experience Management	
Destination and product experience management staff – wage and benefits	30,000
Industry development and training	10,000
Product experience enhancement and training	17,100
Research and evaluation	38,500
Other (please describe)	
Subtotal	95,600
Visitor Services	
Visitor Services Wages and Benefits	111,000

Visitor Services Operating Expenses	45,000
Other (please describe)	
Subtotal	156,000
Meetings, Conventions, Events & Sport	
Staff – wages and benefits	
Meetings, conventions, conferences, events, sport, etc.	20,000
Subtotal	20,000
Administration	
Management and staff unrelated to program implementation - wages and benefits	86,000
Finance - contractor	10,000
Human Resources - contractor	3,000
Board of Directors costs	12,000
Information technology costs – workstation related costs (i.e. computers, telephone, support, networks)	10,000
Office lease/rent	20,000
General office expenses	21,000
Subtotal	162,000
Affordable Housing (if applicable)	
OAP Revenue	-
General MRDT Revenue	350,000
Subtotal	350,000
Other	
All other wages and benefits not included above (please describe)	
Other activities not included above (please describe) professional development for staff and directors; travel costs	16,000
Subtotal	16,000
Total Expenses	1,223,300
Total Revenue Less Total Expenses (Surplus or Deficit)	59,800
Estimated Carry Forward (Previous Year Carry Forward plus Surplus or Deficit)	119,600

Section 3: Projected Spend by Market (*broad estimate*) for LEISURE activities only

Geographic Market	Total Marketing Budget by Market	% of Total \$ by Market
BC	\$230,400	50%
Alberta	\$115,200	25%
Ontario	\$46,080	10%
Other Canada (please specify)		0%
Washington	\$69,120	15%
California		0%
Other USA (please specify)		0%
Mexico		0%
China		0%
UK		0%
Germany		0%
Australia		0%
Japan		0%
Other International (<i>Please specify</i>)		0%
Total	\$460,800	100%

Appendix 1.8 Affordable Housing MRDT Plan

The following table **must** be completed if the designated recipient wishes to use MRDT revenues on affordable housing initiatives, regardless of whether revenues are solely from online accommodation platforms or from general MRDT revenues.

Project Name and Address
District of Ucluelet Affordable Housing Reserve Fund. District of Ucluelet 200 Main Street PO Box 999 Ucluelet, BC V0R 3A0
Project Goals, Rationale and Details
<p>The District of Ucluelet has resolved by Council to prioritize the development of affordable housing within the community. Ucluelet has set the following affordable housing priorities to which the OAP funds have been designated within a dedicated affordable housing reserve fund.</p> <ol style="list-style-type: none"> 1. Continue to maintain and build a dedicated Affordable Housing reserve fund. 2. Continue to implement policies that reduce the conversion of long-term housing for the purposes of short-term rentals. 3. Engage or develop an independent housing authority to provide oversight and manage dedicated affordable housing stock in the community. 4. Facilitate the development of affordable housing through: <ol style="list-style-type: none"> a. Offsetting development costs through the reduction of development cost charges b. Engage in private/public/partnership affordable housing development agreements c. Purchasing of lands and designating those lands to affordable/social housing projects 5. Prioritizing housing development projects that meet or exceed affordable housing requirements as shown in the official community plan. 6. Continue to explore zoning and policies that encourage and facilitate the development of long-term affordable housing within the community. 7. Support the ongoing development of the 'right type' of market and non-market housing in order to facilitate the diversification of housing options. 8. Explore options to de-incentivize the development of short-term rentals as the primary option for development. <p>Construction of 5 supportive housing units in 2025/26. Completion of the affordable housing project, lot 13 – 33 units, by 2026.</p>
MRDT Contribution
<p>The MRDT contributes to the affordable housing reserve through the allocation of the Online Accommodations Platform portion of the MRDT. \$225,000 has been allocated to the 5-unit supportive housing development project; \$630,000 has been allocated to support the Lot-13 affordable housing development project. \$125,000 of the \$225,000 was spent in 2023 with the remainder being contributed to the project upon completion. \$630,000 will be provided at the completion of the Lot 13 project, 33 affordable housing units. Anticipated to be spent in 2025 or 2026. MRDT funding for current cycle will be held for future affordable housing projects to be</p>

identified.
Housing Provider/Project Owners/Project Lead
The District of Ucluelet is the project lead for the 5-unit supportive housing development. First Light Developments are the project lead for the Lot-13 affordable housing development.
Funding Partner(s)
An application to the Community Housing Fund has been made for the development of a 5-unit supportive housing complex in partnership with the West Coast Resource Society. Applications to both CMHC and BC Housing have been made with respect to both the 5-unit supportive housing development and the Lot 13 affordable housing development.
Contribution from Funding Partner(s)
Contributions from funding partners is pending.
Estimated Completion Date
5-unit supportive housing development – 2025 (grant funding dependent) Lot 13 – affordable housing development – 2025/26
Estimated Number of Housing Units Completed
Currently the District is working with a developer towards the completion of affordable housing projects. Lot 13 has planned for 33 affordable units (completion date to be determined) and Minato Bay Development is proposing 10 affordable rental housing units. The District has made an application to the Community Housing Fund for a 5-unit affordable housing development.
Evidence of Consultation with Local Governments for Affordable Housing (if applicable)
n/a



REPORT TO COUNCIL

Council Meeting: December 7, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JAMES MACINTOSH, DIRECTOR OF ENGINEERING SERVICES

FILE NO: 1290-04

SUBJECT: PENINSULA ROAD CONSTRUCTION CONTRACT AUTHORIZATION

REPORT NO: 23- 156

ATTACHMENT(S): APPENDIX A – COUNCIL PROJECT LOG
APPENDIX B – CONSTRUCTION SCHEDULE (HIGH-LEVEL)

RECOMMENDATION(S):

THAT Council authorize the Mayor and Corporate Officer to execute a \$2,698,533, plus G.S.T. contract to Hazelwood Construction Services for the construction of the Peninsula Road Safety and Revitalization Project.

PROJECT OVERVIEW:

Improvements are being made to Peninsula Road to improve safety, connectivity, utility, and beautification. The complete project overview including schedule, storyboard, stakeholder engagements, and project designs is available on the project website: [Peninsula Road Safety and Revitalization](#).

BACKGROUND:

On August 8, 2023, Council endorsed the design for phase-1 to be advanced forward and directed staff to prepare a tender for construction services. Since that time, the designs have been completed, all permits received, tender documents prepared, and on October 16th, 2023, the District published an open invitation to BCBids to receive tenders. Five companies experienced in similar civil construction projects and local to Vancouver Island provided submissions. Each submission was reviewed and scored against predefined criteria, including their experience, understanding of the project, availability to meet the District's timelines, and price.

ANALYSIS OF OPTIONS:

TENDER

Of the five submissions received, Hazelwood Construction Services is the recommended contract winner. The company has grown over the past thirty years to become experts in the construction of civil projects on Vancouver Island. They have a local operation on the west coast with key

personnel available to assist with the completion of the District project. They've provided a substantial completion date of May 31, 2024. Their tender price of \$2,698,533, plus G.S.T. was the lowest of the five tenders received and within the District's available construction budget. Hazelwood has demonstrated their professionalism and quality of work with the completion of the District's Village Green Revitalization project as well as similar projects on the West Coast. Hazelwood has demonstrated a thorough understanding of the District's scope, timeline, budget, and expected quality of outcome, earning them the recommended winner of the construction contract.

CONSTRUCTION

The scope of construction work approved by Council in phase-1 of this project is limited to a segment between Seaplane Base Road and Bay Street – work outside of this defined area is out of scope. The construction work will execute demolition and installation of the design as approved and tendered. The work has an estimated duration of 20 weeks, beginning mid-January, achieving substantial completion by May 31, 2024.

A detailed construction schedule and traffic management plan identifying the areas of construction, dates, and affected people and businesses will be posted on the District website prior to construction. Communications will be a joint effort between the District, consultants, and contractors. The consultants have been completing community engagements and providing content to publish on the District website. The contractor will provide content outlining their schedule, detailing areas of disruption and any notice of delays, which the District will distribute using its regular online outlets. To further inform the community of upcoming activities, the contractor will use localized communication tools such as handouts and road signage.

UNRESOLVED ITEMS

The demolition phase of the project involves the removal and disposal of tons of earth with various levels of contamination. Due to recent changes to the Environmental Protection Act (the "Act") soils under Peninsula Road that would have previously been readily accepted by landfills now present a risk to the project. In November, the team conducted additional soil samples specifically testing for contaminated soils against the new criteria determined by the Act. The results indicate higher than acceptable naturally occurring metals in 50% of the planned removals. The findings are a significant liability to the project with worst-case disposal fees estimated at \$800,000.

The project team, including environmentalists from McElhanney, are working through the implications and potential solutions, which may affect the construction contract pending before Council. Staff have considered the contract implications and recommend proceeding with the authorization in its current form to move the project forward. Council can anticipate a report in the new year that outlines the contaminated soils mitigation strategy and any implications to the 2024 budget.

The grant deadline from the Canadian Communities Revitalization Fund is March 31, 2024; however, the submission received from Hazelwood has a planned substantial completion date of

May 31, 2024, two months after the contract completion date. The proposed overrun is due to the contractor's inability to purchase asphalt in the offseason, which on Vancouver Island is from November until March. District staff will inform the grant funders of this anticipated schedule overrun and request a two-month extension, which is believed reasonable given the project progress and circumstances.

The District and Ministry of Transportation and Infrastructure (MoTI) are continuing to advance discussions towards the resurfacing of Peninsula Road. To date, Council has heard of the strategy and quality benefits of dovetailing the boulevard project with resurfacing the highway. The Ministry has recently verified the allocation of capital in its 2024/2025 budget to pave a portion of the highway. MoTI's contract methodology for completing the work could include transferring capital to the District to have the project completed at the District-level. District staff are considering this approach and will likely have a report for Council's consideration in the new year.

A	Authorize the construction contract	<u>Pros</u>	<ul style="list-style-type: none"> The tender was successful in locating a competitive and best value submission from an experienced contractor to complete the project within the District's available budget, timeline (pending) and quality expectations. The District is highly satisfied with the professionalism, time, cost, quality, and site management, expertise, and communications after working with the contractor recently on the Village Green Revitalization Project.
		<u>Cons</u>	<ul style="list-style-type: none"> The contractor will achieve substantial completion by May 31, 2024, and the team must navigate an anticipated schedule overrun with the grant funder and project financing. <u>Uncertainty related to disposal of the contaminated soils.</u>
		<u>Implications</u>	<ul style="list-style-type: none"> Anticipated schedule overrun of 2 months. If approved, the total project budget/expenses would be \$3,613,000/\$3,321,533 with \$291,467 or 8% contingency. Contaminated soil mitigation strategy that could have cost implications.
B	Do not proceed with the tender	<u>Pros</u>	<ul style="list-style-type: none"> The project would be deferred or cancelled avoiding several months of construction disturbances on Peninsula Road.
		<u>Cons</u>	<ul style="list-style-type: none"> The grant from the Canadian Communities Revitalization Fund would be at high risk of default. The District has invested capital and two years of project resources which would be at risk of not materializing. The condition of Peninsula Road surface and subsurface utility would continue to deteriorate.
		<u>Implications</u>	<ul style="list-style-type: none"> Forfeiture of the \$750,000 Canadian Communities Revitalization Fund. Allocated District resources not optimized if project is deferred or cancelled.
		<u>Suggested Motion</u>	No motion required

POLICY OR LEGISLATIVE IMPACTS:

- Procurement and Disposal Policy.

NEXT STEPS

- Award the contract to Hazelwood Construction Services.
- In December, preparations for construction will begin, including mobilization to site, and communications to affected business and owners.

Respectfully submitted: James MacIntosh, Director of Engineering Services

APPENDIX A - Council Project Log

Project Summary

Project Title	Peninsula Road Safety and Revitalization																																																																										
Schedule	Grant deadline: March 31, 2024 Substantial completion: May 31, 2024																																																																										
Project Figures	<table border="0"> <tr> <td colspan="4">Total Sources</td> </tr> <tr> <td>Canadian Communities Revitalization Fund (CCRF)</td> <td>\$</td> <td></td> <td>750,000</td> </tr> <tr> <td>Gas Tax</td> <td>\$</td> <td></td> <td>1,000,000</td> </tr> <tr> <td>Resort Municipality Initiative (RMI)</td> <td>\$</td> <td></td> <td>140,000</td> </tr> <tr> <td>MoTI Contribution 1</td> <td>\$</td> <td></td> <td>100,000</td> </tr> <tr> <td>MoTI Contribution 2</td> <td>\$</td> <td></td> <td>500,000</td> </tr> <tr> <td>MoTI Contribution 3</td> <td>\$</td> <td></td> <td>-</td> </tr> <tr> <td>DoU Contribution 1</td> <td>\$</td> <td></td> <td>83,000</td> </tr> <tr> <td>DoU Contribution 2</td> <td>\$</td> <td></td> <td>1,040,000</td> </tr> <tr> <td colspan="2">Total Sources</td> <td>\$</td> <td>3,613,000</td> </tr> <tr> <td colspan="4">Total Expenses (G.S.T. excluded)</td> </tr> <tr> <td>Engineer contract 1 for boulevards (McElhanney)</td> <td>\$</td> <td></td> <td>330,000</td> </tr> <tr> <td>Engineer contract 2 for storm design (McElhanney)</td> <td>\$</td> <td></td> <td>183,000</td> </tr> <tr> <td>Engineer contract 3 for storm CA (McElhanney)</td> <td>\$</td> <td></td> <td>110,000</td> </tr> <tr> <td>Construction contract (Hazelwood)</td> <td>\$</td> <td></td> <td>2,698,533</td> </tr> <tr> <td colspan="2">Total Expenses</td> <td>\$</td> <td>3,321,533</td> </tr> <tr> <td colspan="4">Remaining</td> </tr> <tr> <td colspan="2">Remaining (Contingency)</td> <td>\$</td> <td>291,467</td> </tr> </table>			Total Sources				Canadian Communities Revitalization Fund (CCRF)	\$		750,000	Gas Tax	\$		1,000,000	Resort Municipality Initiative (RMI)	\$		140,000	MoTI Contribution 1	\$		100,000	MoTI Contribution 2	\$		500,000	MoTI Contribution 3	\$		-	DoU Contribution 1	\$		83,000	DoU Contribution 2	\$		1,040,000	Total Sources		\$	3,613,000	Total Expenses (G.S.T. excluded)				Engineer contract 1 for boulevards (McElhanney)	\$		330,000	Engineer contract 2 for storm design (McElhanney)	\$		183,000	Engineer contract 3 for storm CA (McElhanney)	\$		110,000	Construction contract (Hazelwood)	\$		2,698,533	Total Expenses		\$	3,321,533	Remaining				Remaining (Contingency)		\$	291,467
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Project Team	McElhanney (engineering) Lanarc (architecture)																																																																										

Council Report Minutes

August 8, 2023

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

Mr. MacIntosh presented this report.

In response to Council questions Mr. MacIntosh:

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

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

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

2023.2222. REGULAR *It was moved and seconded **THAT** Council allocate up to \$1,040,000 from the B.C. Growing Communities Fund (BCGCF) for construction of the storm system replacement.* CARRIED. Regular Council Meeting Minutes – August 8, 2023

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

2023.2224. REGULAR *It was moved and seconded **THAT** the meeting be recessed for five minutes.* CARRIED. The meeting was recessed at 6:01 PM and returned to session at 6:07 PM.

March 14, 2023

Peninsula Road Safety and Revitalization James MacIntosh, Director of Engineering Services

Mr. MacIntosh presented this report in conjunction with Sean O'Conner (contractor from McElhanney Construction Engineering Company) and Kate Evans (contractor from Lanarc).

- Mr. MacIntosh addressed project design iterations which account for public feedback and escalating costs, and outlined Council's options;
- Mr. O'Conner presented a video 3D rendering flythrough of the design for proposed safety and revitalization of Peninsula Road between Forbes Road and Main Street;
- Ms. Evans provided details about the project related to landscape architecture and

design iterations intended to enhance safety and project feasibility.

Mr. MacIntosh responded to Council questions related to the Ministry of Transportations and Infrastructure's timeline for the project. He noted that paving could be completed in 2024.

Mr. MacIntosh also addressed Council questions related to the quality of the planned work. Council emphasized the need for the works to be long-lasting and quality. Council also discussed the need to coordinate these works with the Storm Drain project and discussed concerns with escalating costs.

2023.2081. REGULAR It was moved and seconded THAT Council direct staff to proceed with the Peninsula Road Safety and Revitalization Project as presented in 23-32 staff report and report back to Council with project phasing options for consideration. CARRIED.

March 14, 2023

Contract Authorization for Peninsula Road Storm Water System Engineering James MacIntosh, Director of Engineering Services

Mr. MacIntosh presented this report, and reviewed Council's options.

Council discussed concerns related to the District's aging assets and infrastructure. The direct award of the contract was also discussed.

- 2023.2082.REGULAR It was moved and seconded THAT Council authorize the District to enter into a funding agreement for the provision of \$100,000 from the Ministry of Transportation and Infrastructure to fund their portion of the Peninsula Road storm water system engineering. CARRIED.
- 2023.2083.REGULAR It was moved and seconded THAT Council direct staff to include \$183,000 plus applicable taxes in the 2023 capital budget for Peninsula Road storm water system engineering with the District's portion of the engineering costs funded through the BC Growing Communities Fund. CARRIED.
- 2023.2084.REGULAR It was moved and seconded THAT Council authorize the award of a contract for \$183,000 plus all applicable taxes to McElhanney Engineering for the engineering services and design of the Peninsula Road storm water system. CARRIED.

May 31, 2022

Peninsula Road Safety and Revitalization Next Steps

James MacIntosh, Director of Engineering Services Mr. MacIntosh presented an overview of the project.

Kate Evans from Lanarc Consultants provided the Committee with a slideshow presentation detailing the project process, public engagement overview and highlights, and next steps. Mr. MacIntosh requested feedback from the Committee regarding the following key questions: 1. What are the Committee's key concerns, if any? The Committee discussed concerns such as parking, landscaping, pullouts for delivery trucks, keeping the existing trees and reducing gravel as much as possible including in private driveways that meet the roadway. 2. What does the Committee like most about conceptual design? The Committee highlighted the following things they like the most in the conceptual design as active transportation, sidewalks, accessibility, safety and beautification. 3. Does the Committee support and endorse the overall direction? The Committee is 100% in support of the overall direction of the project. 4. Is there anything the team has missed that needs to be discussed? The Committee expressed the importance of addressing the lack of parking in the town. They discussed the creation of an overall parking management plan for the community as a whole. A preliminary design will be brought to Council for an informational update in July 2022.

March 15, 2022

Contract Authorization for Peninsula Road Safety and Revitalization Project

James MacIntosh, Director of Engineering Services Mr. MacIntosh provided a summary of his report.

Councilor Hoar asked for clarification whether Option A would include the design of Larch Road in the overall design, thus making Larch Road "shovel ready" and available for staff to apply for the Active Transportation Grant that potentially has a Spring 2022 intake. Mr. MacIntosh confirmed that Councilor Hoar was seeing that clearly. 2022.2063.REGULAR *It was moved and seconded THAT Council approve Option A, to the Mayor and Corporate Officer to execute a contract between McElhanney and the District of Ucluelet for the design and construction management services of the Peninsula Road Safety and Revitalization Project in an amount of \$330,000 plus tax.* on Peninsula Road from Forbes Road to Main Street, is intended to make this roadway more inviting and comfortable for pedestrians, cyclists, and vehicles. The project would be financed through Gas Tax funds, RMI funding and grant funding. Staff are seeking authorization to apply for the BC Active Transportation Infrastructure Grant and Canadian Community Revitalization Funds. Mr. Greig outlined the District's initial approach to this project and noted that Staff are recommending that

Council change their approach to meet new funding opportunities. Under the new approach the project would not address the intersections of Bay Street and Peninsula Road, or Main Street and Peninsula Road to the extent previously proposed. Further improvements to these intersections could be future projects for the District of Ucluelet and Ministry of Transportation and Infrastructure. Regular Council Meeting Minutes – July 13, 2021.

The proposed project would involve the construction of new bicycle and pedestrian infrastructure, as well as boulevard green space along Peninsula Road and Larch Road. Council discussed the proposal and the possibility of continuing to lobby the Ministry of Transportation to fund the project as originally conceived. Council further discussed the importance of the proposed improvements along Larch Road.

August 18, 2020

In-camera meeting, no minutes: The purpose of this report is to confirm the direction of the design work to date and seek Council endorsement of next steps for the design, financing and construction of infrastructure improvements to the public realm in the Peninsula Road and Main Street corridor.

July 13, 2021

Endorsement of the 2023 Peninsula Road Safety and Beautification Project for Multiple Grant Applications

John Towgood, Planner Bruce Greig, Director of Community Planning, presented a PowerPoint presentation which outlined the 2023 Peninsula Road Safety and Beautification Project. This project involves significant improvements.



REPORT TO COUNCIL

Council Meeting: December 7th, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING **FILE NO:** RZ22-03
SUBJECT: 221 MINATO ROAD - PARK DEDICATION, LICENCE OF OCCUPATION AND COVENANT AMENDMENT
REPORT NO: 23- 155

ATTACHMENT(S): APPENDIX A – EXCERPTS OF REZONING PLANS
 APPENDIX B - TERMS OF REGISTERED S.219 COVENANT CB365207
 APPENDIX C – PARK AND ROAD DEDICATION - PLAN EPP129243
 APPENDIX D – PROPOSED LICENCE OF OCCUPATION – BRIDGE
 APPENDIX E – PROPOSED LICENCE OF OCCUPATION – DOCK ACCESS

RECOMMENDATION(S):

1. **THAT**, with regard to the development of the property at 221 Minato Road, Council authorize the following:
 - a. acceptance of the Park Land and Road dedication as shown on Plan EPP129243;
 - b. issuance of a Licence of Occupation for the existing bridge; and,
 - c. issuance of a Licence of Occupation to enable studies and surveys to assess the feasibility of creating a dock access, viewpoint or other pedestrian water access in an area of the new Park, as proposed.

2. **THAT** Council indicate that approval of the above is subject to the owners agreeing to amend the restrictive covenant CB365207 currently registered on the title of the land at 221 Minato Road to ensure that, prior to subdivision or development of the land, the property owners will remove objects and structures from the park area and leave the land in a clean state, including but not limited to:
 - a. greenhouse;
 - b. wood sheds;
 - c. deck platform and stairs; and,
 - d. any other manmade objects or materials.

BACKGROUND & DISCUSSION:

District of Ucluelet Zoning Amendment Bylaw No. 1312, 2022, was adopted on January 10, 2023, to rezone the property at 221 Minato Road for a 212-unit housing development. Adoption of the zoning was subject to Council requiring registration of a Section 219 restrictive covenant on the title of the subject property as outlined in [Staff Report No. 22-74](#) to ensure, as a matter of public interest, that the land uses, infrastructure, park dedication, trail construction, housing affordability and tenancies,

buildings, site works, and landscaping be developed as was proposed to the community. Key excerpts of the development plan (showing areas of park land and road dedication) are attached in **Appendix “A”**.

The restrictive covenant was deposited at the Victoria Land Title Office on November 20, 2022, and is registered on title under charge CB365207 (see **Appendix “B”**). Under clause 2(a) of the covenant, the owners committed to providing park land and road dedication. This step was delayed by potential changes in the partnership on the side of the owners. They have now submitted the surveyor’s plan for the park land and road dedication (see **Appendix “C”**) consistent with the commitment in the covenant.

The park dedication consists of a 30m strip of land adjacent to the marine shoreline, and a 15m strip either side of the stream. The 10m strip of road dedication would widen the Minato Road allowance to the standard 20m. A wider area is included anticipating space for a cul-de-sac at the end of the current improved portion of Minato Road. Beyond that point, the road dedication would allow for public pedestrian access toward Olsen Bay.

The owners have requested that the District grant two Licences of Occupation over areas of the land that would become public park, as was anticipated. The documents were drafted by the municipal solicitors for the following:

- over the existing bridge which connects two sides of the property (see **Figure 1**); and,
- over an area of land where they would like to explore the feasibility of creating public access to Olsen Bay (see **Figure 2**).

The licence for the bridge (**Appendix “D”**) would provide non-exclusive access and allow the owners to maintain and use the existing bridge. Further stages of the development approvals process will determine whether the bridge remains as it is, whether it becomes part of a public roadway, is modified or replaced, or some other option. The Licence covers the responsibilities of the owner regarding insurance, maintenance and liability.



Figure 1: views of existing Bridge licence area

The licence for the dock feasibility (**Appendix “E”**) would allow the owners to do archaeological, engineering, environmental and/or other studies in an area of park land adjacent to Olsen Bay, to determine the feasibility of creating improvements for a public access to the water. Whether such access would include structures such as stairs, boardwalk, dock or otherwise is not determined or approved by

the Licence. The Licence would simply enable the preparatory work for the owners to determine whether a constructed amenity would be part of their future proposals.



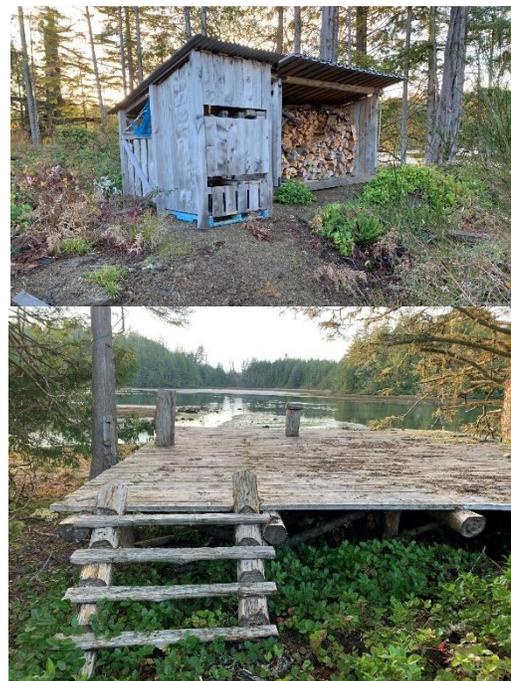
Figure 2: views of “dock” access Licence area

There are a few small structures left on the property from the previous owners, in areas that would be dedicated as municipal park land. Staff recommend that the restrictive covenant be modified to ensure these are removed prior to further stages of subdivision or development. This would avoid the cost to the District of removing and disposing of these structures, which are not suited to the purpose of public park land (see **Figure 3**).



Figure 3: structures within the area of park dedication.

(Note the deck platform and steps to the right: while they have a certain charm, they are not suited to public use.)



The park dedication - as was proposed with the rezoning of the 221 Minato Road property – transfers into public ownership the land adjacent to the marine shoreline of Olsen Bay and the stream corridor on the site. This would put in place a segment of the long-range Official Community Plan parks and trails network plan (see **Figure 4**). The park dedication also transfers to the District the long-term management of public access, and protection of the habitat within Olsen Bay.



Figure 4: excerpt from OCP Schedule C.

Significant areas of unauthorized tree clearance and disturbance were done by a previous owner of the property at 221 Minato Road, and the proposal to set aside the stream corridor and shoreline for public ownership and conservation is a very positive step to limiting future impacts in the area. Dedicating the park land and road areas at this time is strongly supported.

Staff expect that the new owners of the property will be bringing forward an updated development proposal in the very near future, and other aspects listed in the restrictive covenant to provide further details on access, flood risk, site servicing, environmental values, etc., will move forward as part of that process.

With each phase of development, the restrictive covenant commits the owner to constructing trails within the park areas to the satisfaction of the District. Staff expect that the phases and timing of the housing development will become clearer in the coming months. Regardless of the timing of development phases, once the park land is transferred to public ownership the District could pursue trail construction, habitat enhancement or other park operations at its discretion – all subject, of course, to Council priorities and budget considerations.

ANALYSIS OF OPTIONS

A	Accept the Park Land and Road dedication and authorize the Licences of Occupation.	<u>Pros</u>	<ul style="list-style-type: none"> The park and road dedication delivers on the community expectations from the rezoning process. The landowners delivering on their commitment to dedicate the road and park meets one of the conditions of the covenant, moving the future housing development one step forward. The dedication furthers the long-range vision for the parks and trails network adopted in the OCP.
		<u>Cons</u>	<ul style="list-style-type: none"> No negative consequences are anticipated.
		<u>Implications</u>	<ul style="list-style-type: none"> Acquiring new park land always comes with some degree of additional operations and maintenance. Areas of conservation and passive recreation add minor additional load (compared to park facilities such as sports fields). Future decisions to add new facilities such as trails would need to consider the maintenance impacts. This can be balanced with the pace of housing development and expansion of the tax base to support the core function of the Parks Department.
B	Defer consideration of the Park Land dedication [not recommended]	<u>Pros</u>	<ul style="list-style-type: none"> Unknown at this time.
		<u>Cons</u>	<ul style="list-style-type: none"> The community would forego the opportunity for potential trail connections, habitat protection and enhancement along this strip of Olsen Bay and the adjacent stream corridor.
		<u>Implications</u>	<ul style="list-style-type: none"> Unknown.
		<u>Suggested Wording</u>	THAT Council defer consideration of the park and road dedication at 221 Minato Road until (insert direction).

POLICY OR LEGISLATIVE IMPACTS:

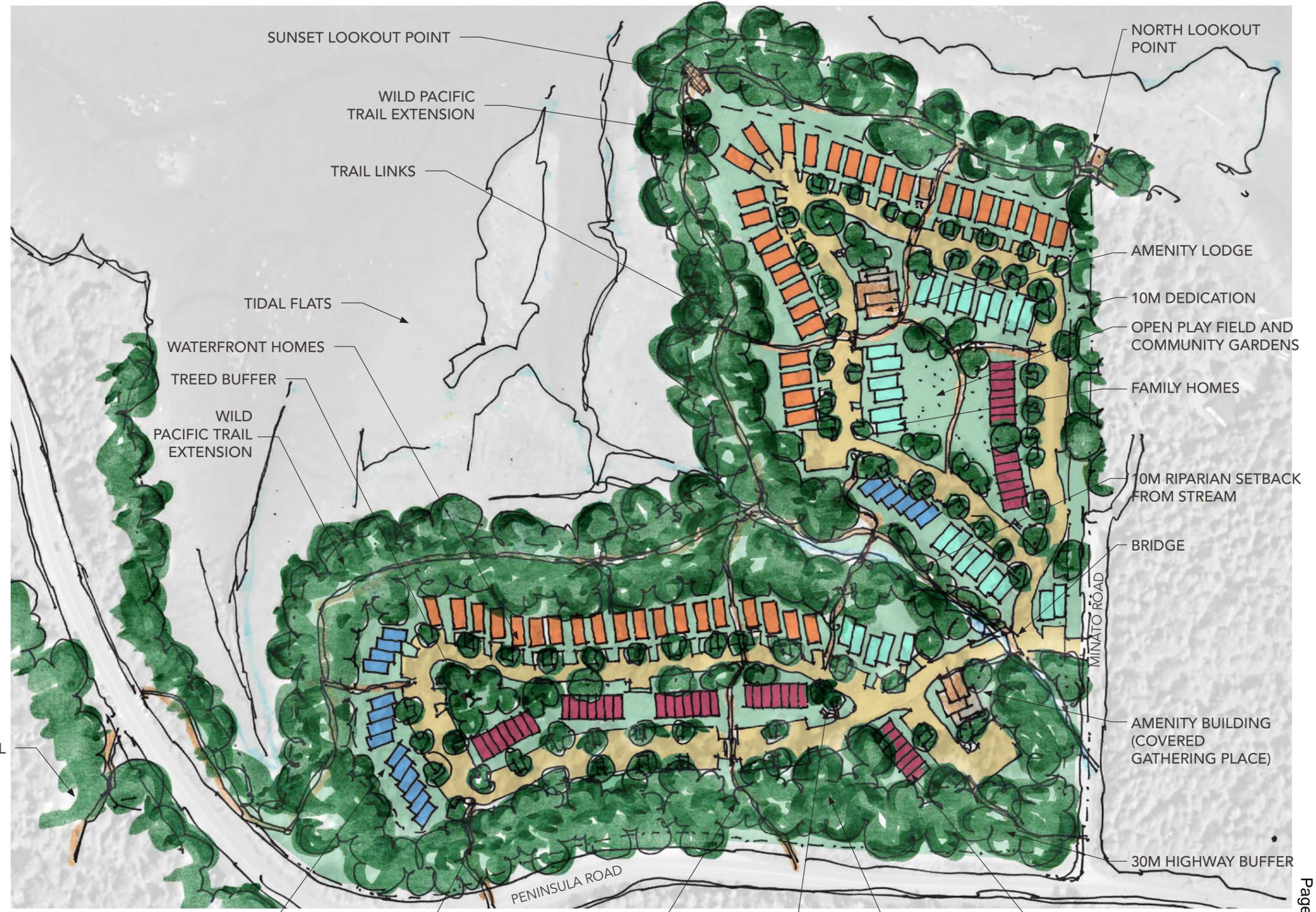
The proposed park and road dedication is consistent with the *Official Community Plan bylaw* and the restrictive covenant registered during the rezoning process.

Respectfully submitted:

BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING
DUANE LAWRENCE, CAO

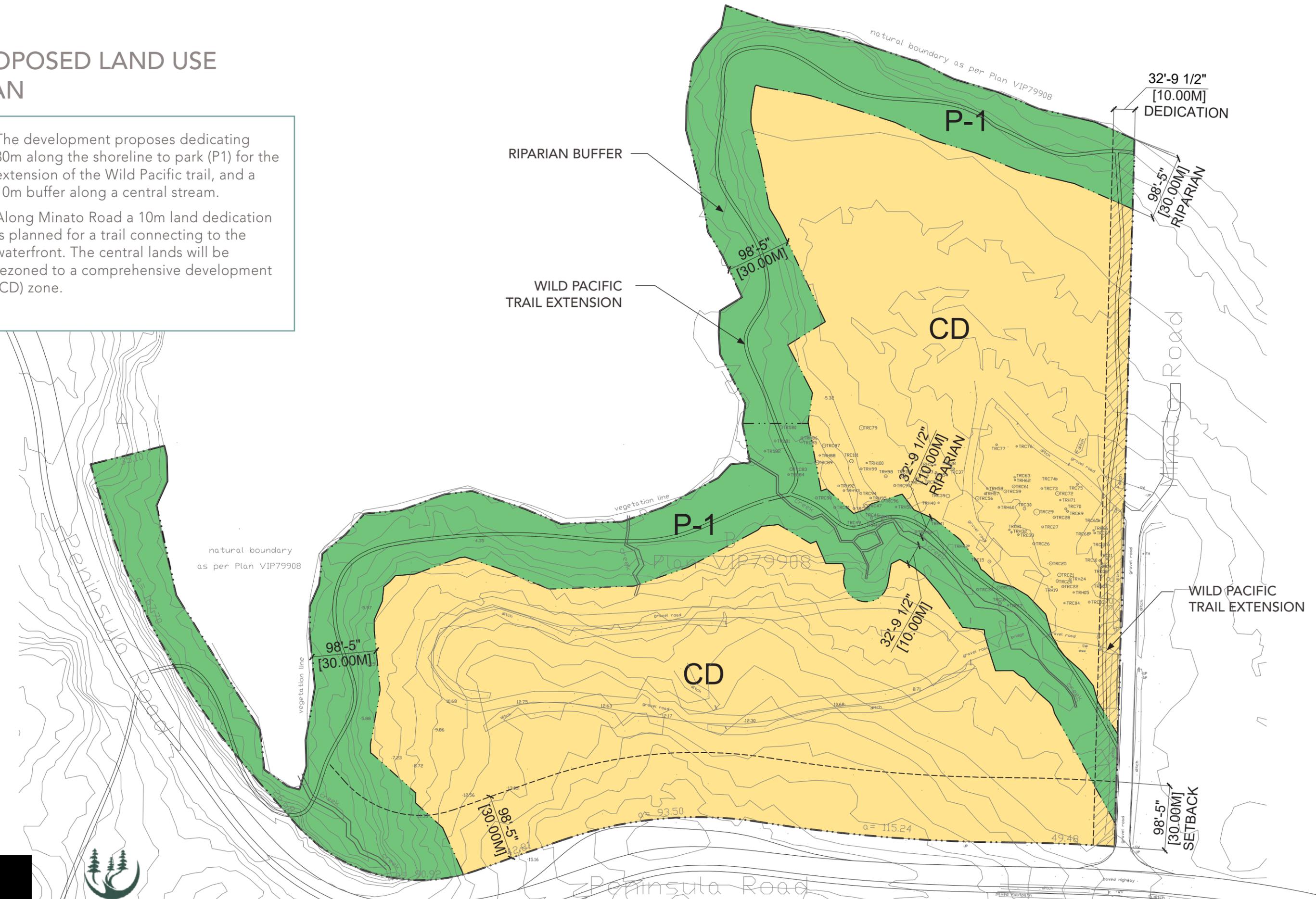
SITE PLAN

- LEGEND
- RENTAL HOUSING
 - FAMILY HOMES
 - STACKED TOWNHOMES
 - WATERFRONT HOMES
 - AMENITY



PROPOSED LAND USE PLAN

- The development proposes dedicating 30m along the shoreline to park (P1) for the extension of the Wild Pacific trail, and a 10m buffer along a central stream.
- Along Minato Road a 10m land dedication is planned for a trail connecting to the waterfront. The central lands will be rezoned to a comprehensive development (CD) zone.



TERMS OF INSTRUMENT – PART 2

COVENANT (Section 219 *Land Title Act*)

THIS COVENANT dated for reference the ___ day of _____, 2022 is

BETWEEN:

MINATO DEVELOPMENT CORP. (BC1281485)

2842 – 140 Street
Surrey BC V4P 2H9

(the “Grantor”)

AND:

DISTRICT OF UCLUELET

Box 999
200 Main Street
Ucluelet BC V0R 3A0

(the “District”)

WHEREAS:

- A. The Grantor is the registered owner of land located at 221 Minato Road in Ucluelet, British Columbia and more particularly described as:

PID: 026-487-764
Lot B District Lot 286 Clayoquot District Plan VIP79908

(the “Land”);

- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District, in respect of the use of land or buildings, or the building on land;
- C. The Grantor has applied to the District for a rezoning of the Land to permit the development of housing on the Land, and in connection with the Grantor’s application for rezoning the Grantor has offered grant this Covenant to the District;
- D. The Grantor wishes to grant this Covenant to the District to confirm it will not subdivide or develop the Land except generally in accordance with the development plan prepared in conjunction with the Grantor’s rezoning application and presented to the District Council and the public in connection with the application;

THIS COVENANT is evidence that in consideration of the payment of TWO DOLLARS (\$2.00) by the District to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), the Grantor covenants and agrees with the District, in accordance with section 219 of the *Land Title Act*, as follows:

Definitions

1. In this Covenant:

- (a) "Affordable Housing Units" means any of the housing units with price, occupancy or tenure restrictions in accordance with the Housing Agreements;
- (b) "Development Plan" means the drawing attached to this Agreement as Schedule A;
- (c) "Director" means the District's Director of Community Planning;
- (d) "Housing Agreements" means, collectively, the housing agreements and covenants to be registered in respect of housing units under s. 4 of this Agreement;
- (e) "Median Income" means the current median annual household income for all Ucluelet households, as published by Statistics Canada.

Restrictions on Use, Subdivision and Development of the Land

2. The Grantor will not alter, subdivide or develop the Land for any purpose, and although nothing in this covenant affects or limits the Grantor's right to apply for a subdivision or any permit from the District in relation to the Land, neither the District nor its approving officer shall be obliged to approve any alteration, subdivision or development of the Land, until and unless the Grantor has complied with all of the following conditions and requirements:

- (a) Before March 1st, 2023, or such later date as the District may agree to in its sole discretion, the Grantor must dedicate as park the areas shown outlined in black and labelled P-1 on the Development Plan, and must dedicate as road the area shown hatched and labelled "Road Dedication" and "Future Parking Area" on the Development Plan.
- (b) The Grantor must provide all of the following, in writing, to the District:
 - (i) an archaeological assessment of the site and the proposed development with recommendations for any mitigation measures, design changes and/or permitting requirements to protect archaeological and cultural resources;
 - (ii) an assessment by a Qualified Environmental Professional (QEP) of the ecological resources of the Lands and surrounding ecosystem, with recommendations for how the proposed development can avoid and/or mitigate impacts on terrestrial and marine ecosystems or enhance the existing ecological function of the site;
 - (iii) grading and rainwater management plans for the proposed development of the Lands (incorporating the recommendations of the QEP and landscape plans for the proposed development);
 - (iv) engineering analysis and design for safe vehicular and pedestrian access to the proposed residential development on the Lands in a location and configuration to the satisfaction of both the District and BC Ministry of Transportation and Infrastructure;

- (v) engineering analysis and design of off-site works and services required to ensure that District infrastructure will accommodate the impact of the proposed development on the Lands, including water, sanitary, roads and pathways;
 - (vi) proposed phasing and servicing plans, identifying thresholds for when infrastructure upgrades (including road access, water, sewer) would be necessary before additional housing units are constructed;
 - (vii) proposed layout and approach to subdivision (including all proposed elements of fee-simple, bare land strata, or building stratas) identifying proposed property boundaries and the location and extent of public and private infrastructure, facilities, roads, pathways, parks, open space, etc.;
 - (viii) more detailed plans for proposed road and open space design including plans for public / shared recreation and play infrastructure;
 - (ix) description of proposed green building measures including electrical vehicle charging at all units;
 - (x) engineering analysis of all aspects of the proposed development on the Lands located in areas identified as subject to tsunami flood hazard, according to District of Ucluelet Tsunami Risk Tolerance Interim Policy 8-5280-1.
- (c) The Grantor must provide to the District, and receive the Director's approval of, a detailed plan for the construction of gravel-surfaced pedestrian trails, viewing platforms, and associated infrastructure, to the District's Wild Pacific Trail standards, in the approximate alignment shown on the Development Plan (the "Trail Plan").
- (d) The Trail Plan must:
- (i) specify trail alignments that achieve the following objectives:
 - A. minimize impact on the natural environment
 - B. minimize pedestrian encroachment into the salt marsh and intertidal areas;
 - C. minimize tree removal;
 - D. maximize the experience by trail users;
 - E. fit the character of the existing municipal trail network;
 - (ii) include stairs, bridges, boardwalks, ramps, railings and other similar trail structures as reasonably necessary to achieve the above-noted objectives;
 - (iii) include view platform designs that are of a scale and quantity to allow future residents and trail users to enjoy the views (minimum 800 square feet, in two separate platforms);
 - (iv) include archaeological and environmental assessment and oversight as necessary during construction.

- (e) The Grantor must grant to the District and register on title to the Land, a housing agreement (or agreements) under s. 483 of the *Local Government Act* and a restrictive covenant (or covenants) under s. 219 of the *Land Title Act*, all to the satisfaction of the Director, to ensure the following:
- (i) At least ten rental housing units with rental rates restricted to ensure affordability for households earning a maximum of 80% of Median Income, with the following unit mix: four units with one bedroom, four units with two bedrooms, and two units with three bedrooms;
 - (ii) At least 88 rental housing units with rental rates restricted to ensure affordability for households earning between 80% and 100% of Median Income, with the following unit mix: 40% of the units with one bedroom, 40% of the units with two bedrooms, and 20% of the units with three bedrooms;
 - (iii) At least 67 houses or townhouses with rental or sale prices restricted to be affordable for households earning up to 130% of median income, with a mix of unit sizes.

and the Director may require the Grantor to include in the Housing Agreements additional terms and conditions respecting the timing and phasing of any development of the Lands, to ensure construction and occupancy of any Affordable Housing Units is reasonably proportionate to the subdivision of lots and/or issuance of building permits for other residential uses on the Lands and without limiting the Director's discretion under this section, the Grantor agrees that Affordable Housing Units must comprise at least 65% of housing units constructed in the first phase of development of the Lands.

3. If the Grantor wishes to construct a bridge in the area to be dedicated as park but marked "Licence of Occupation Area" the Grantor must first request from the District a licence for that purpose, and the District will grant the licence provided it requires the Grantor to maintain liability insurance in an amount satisfactory to the Director, acting reasonably, and to indemnify the District against any claims that might be made against the District as a result of the existence or use of the bridge, and provided further that the Grantor agrees to construct and operate the bridge in a manner that causes no disruption or minimal disruption to the public use of and right to pass through the dedicated park.
4. Despite any construction that may have been authorized after the Grantor has fulfilled its obligations under section 2 of this Agreement, the use or occupancy of any building on the Land is further restricted as follows:
 - (a) No building on the Land shall be used or occupied until and unless the Grantor has completed the construction of the portion of trail in the area labeled T-1 in the Development Plan, in accordance with the Trail Plan;
 - (b) No building on the areas of the Land labeled B, C and D on the Development Plan shall be used or occupied until and unless the Grantor has completed the construction of the portion of trail in the area labeled T-2 in the Development Plan, in accordance with the Trail Plan;

- (c) No building on the areas of the Land labeled E, F or G on the Development Plan shall be used or occupied until and unless the Grantor has completed the construction of the portion of trail in the area labeled T-3 on the Development Plan, in accordance with the Trail Plan.

Inspections

- 5. The District and any of its officers and employees may enter on the Land at all reasonable times, to inspect the Land for the purpose of ascertaining compliance with this Covenant.

Amendment

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

No Public Law Duty

- 7. Whenever in this Covenant the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Covenant only and will not be bound by any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise.

No Obligations on District

- 8. The rights given to the District by this Covenant are permissive only and nothing in this Covenant:
 - (a) imposes any duty of care or other legal duty of any kind on the District to the Grantor or to anyone else;
 - (b) obliges the District to enforce this Covenant, which is a policy matter within the sole discretion of the District; or
 - (c) obliges the District to perform any act, or to incur any expense for any of the purposes set out in this Covenant.

No Effect on Laws or Powers

- 9. This Covenant does not,
 - (a) affect or limit the discretion, rights or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (b) affect or limit any law or enactment relating to the use or subdivision of the Land; or
 - (c) relieve the Grantor from complying with any law or enactment, including in relation to the use or subdivision of the Land.

District's Right to Equitable Relief

10. The Grantor agrees that the District is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Grantor of this Covenant.

Covenant Runs With the Land

11. Every obligation and covenant of the Grantor in this Covenant constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Land and this Covenant burdens the Land and runs with it and binds the successors in title to the Land. For certainty, unless expressly stated otherwise, the term “Grantor” refers to the current and each future owner of the Land. This Covenant burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

Registration

12. The Grantor agrees to do everything necessary, at the Grantor’s expense, to ensure that this Covenant is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.

Waiver

13. An alleged waiver by the District of any breach of this Covenant by the Grantor is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver by the District of a breach by the Grantor of this Covenant does not operate as a waiver of any other breach of this Covenant.

Notice

14. Any notice to be given pursuant to this Covenant must be in writing and must be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Covenant and in the case of any subsequent owner, the address will be the address shown on the title to the Land in the Land Title Office.

If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Covenant must do so by delivery as provided in this section.

Either party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

Enurement

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

Joint and Several

16. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia) owns the Land, each of those persons will be jointly and severally liable for all of the obligations of the Grantor under this Covenant.

Further Acts

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

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

Schedule A

DRAFT 2022-05-30

LAND USE AREAS	
ZONE	AREA
A.	20,336.8 m ²
B.	5,765.7 m ²
C.	1,985.2 m ²
D.	8,860.2 m ²
E.	4,602.4 m ²
F.	12,062.4 m ²
G.	11,150.8 m ²
P-1	35,848.5 m ²
Total	100,612.0 m²



LICENSE – BRIDGE USE

THIS AGREEMENT dated for reference _____, 2023 is

BETWEEN:

DISTRICT OF UCLUELET

Box 999
200 Main Street
Ucluelet BC V0R 3A0

(the “**District**”)

AND:

MINATO DEVELOPMENT CORP.

2842 - 140 Street
Surrey, BC
V4P 2H9

(the “**Licensee**”)

WHEREAS:

- A. The lands located in the District of Ucluelet and shown on the sketch plan attached as Schedule A as “PARK” are dedicated as park and thus the soil and freehold thereof is vested in the District (the “**Lands**”);
- B. The Lands are bordered by lands owned by the Licensee, and the Licensee wishes to use the bridge over the Lands to allow it access between its parcels; and
- C. The District has agreed to grant the Licensee permission to use a portion of the Lands to operate, use and maintain the bridge (the “**Works**”) located on that portion of the Lands shown outlined in bold on the sketch plan attached as Schedule A (the “**License Area**”) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the payment of the License Fee (as hereinafter defined) from the Licensee to the District and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District, the District and the Licensee agree as follows:

1. **Grant of License**

- (a) The District hereby grants to the Licensee and its employees, agents, and contractors, a non-exclusive licence to enter, go, be on, pass, and repass, with or without vehicles, personal property, and equipment, upon, over, under, and across the License Area to:

- (i) repair, operate, maintain, and inspect the Works;
 - (ii) store personal property, including equipment, within the License Area, provided that the duration of the storage will be limited to the time necessary to complete the work for which it is needed; and
 - (iii) to permit the public, without specific invitation or authorization, to enter upon and use of the License Area and the Works as if the License Area were a roadway.
- (b) The Licensee agrees that the License Area will be used only for the purposes outlined in section 1(a) above.

2. **Term, Fee and Termination**

- (a) This Agreement will commence on the date this Agreement is fully executed (the “**Commencement Date**”) and will continue until terminated in accordance with this Agreement.
- (b) The Licensee will pay to the District a license fee of \$1.00 (the “**License Fee**”) on or before the Commencement Date.
- (c) This Agreement may be terminated as follows:
 - (i) by either party upon 60 days' written notice to the other party; and
 - (ii) by the District upon written notice to the Licensee if the Licensee breaches or fails to observe or perform any of its covenants or agreements under this Agreement and such breach is not cured by the Licensee within 30 days after delivery of written notice thereof from the District, or, if the Licensee determines that the cure of such breach or failure will reasonably require longer than 30 days, such longer period, that the District consents to in writing in its sole discretion prior to the expiry of the 30 day period, provided that the Licensee diligently and continuously proceeds to cure the breach or failure at all times.
- (d) Upon termination of this Agreement for any reason, the Licensee will, at its sole cost:
 - (i) repair any damage to the Works and the License Area caused by the Licensee's use and occupation thereof; and
 - (ii) restore the License Area, including the Works, and any other area affected by the Licensee's use of the License Area, to good condition.

3. **Compliance with Laws, Standard of Operation and Maintenance –**

- (a) The Licensee's use of the License Area will comply with all applicable District of Ucluelet bylaws, as well as any other instruments or enactments that regulate or impact the use of License Area, including, without limitation, any encumbrances on title to the Lands.
 - (b) Without limiting the generality of the foregoing, operation of the Works will comply with all applicable provincial and federal environmental laws, and the Licensee will be responsible for complying with such laws and all costs associated with doing so.
 - (c) The Licensee will operate the Works in a good and workmanlike manner and obtain all required governmental authorizations and permits and shall carry out the operation and maintenance of the Works in accordance with any such authorizations and permits and will maintain the Works in good condition.
4. **Licensee's Covenants** – The Licensee covenants and agrees with the District as follows:
- (a) to use the License Area only as set out in section 1(a) of this Agreement;
 - (b) to not unduly disrupt or interfere with:
 - (i) the use, enjoyment and safety of the License Area and the Lands by the District and all those invited by the District to use the License Area and the Lands; or
 - (ii) any rights or privileges of any third party to use or access the License Area or Lands;
 - (c) not to alter or modify the Lands in any way beyond the scope of the Works or undertake any construction or placement of any other structure or encroachment on the License Area;
 - (d) to keep the areas adjacent to the Works free and clear of obstructions at all times, exercising the greatest care in the use and occupation of the License Area;
 - (e) not to cause or permit anything that may be or become a nuisance or annoyance on the License Area to the owners or occupiers of adjoining lands or to the public;
 - (f) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Works, including without limitation all payments for work and materials, taxes thereon, and permits and license fees, and should the Licensee fail to pay and discharge any such costs described above, the District may do so at the cost of the Licensee, and the Licensee shall pay the District's costs of doing so forthwith plus a 15% administration fee upon receipt of invoice for same;
 - (g) not to allow any refuse, debris, garbage, waste, contaminants, pollutants, or other loose or objectionable material to accumulate or be deposited on the License Area, but rather to dispose of the same regularly and continuously.

5. **Lands Accepted "As Is"** – The Licensee accepts the License Area in an "as is" condition and any improvements made to the License Area by the Licensee at any time during the Term of this Agreement, to make the License Area suitable for the purposes of the Licensee hereunder, shall be at the risk, cost, and expense of the Licensee.
6. **Indemnity** – The Licensee will indemnify, defend, and save harmless the District from and against all liability, actions, damages, proceedings, costs, claims, demands, and expenses whatsoever (including the actual cost of solicitor's fees and litigation expenses) which the District may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation, or non-performance by the Licensee of any obligation hereunder to be observed or performed by the Licensee, any wrongful act or neglect of the Licensee on or about the License Area, any damage to property related to the Licensee's use and occupation of the License Area, or the death or injury to any person related to the Licensee's use and occupation of the License Area.
7. **Insurance Requirements** – The Licensee must, at its sole expense, obtain and maintain during the Term comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the Licensee's activities on the License Area under this Agreement, in an amount of not less than \$5,000,000.00 per occurrence.
8. **Insurance Policies** – All policies of insurance required to be taken out by the Licensee must be with companies satisfactory to the District and must:
 - (a) name the District as an additional insured;
 - (b) include that the District is protected notwithstanding any act, neglect, or misrepresentation by the Licensee which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission, or negligence of any third party which is not within the knowledge or control of the insureds;
 - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - (d) be primary and non-contributing with respect to any policies carried by the District and provide that any coverage carried by the District is in excess coverage;
 - (e) not be cancelled or materially altered without the insurer providing the District with 30 clear days written notice stating when such cancellation or alteration is to be effective;
 - (f) be maintained for a period of 12 months per occurrence;
 - (g) include a cross liability clause; and
 - (h) be on other terms acceptable to the District, acting reasonably.

9. **Insurance Certificates** – The Licensee must obtain all required insurance at its sole expense and must provide the District with certificates of insurance confirming the placement and maintenance of the insurance, concurrently with the execution of this Agreement and promptly after any request thereafter to do so by the District.
10. **District May Insure** – Upon the Licensee’s default the District may procure the insurance required under this Agreement in the name and at the expense of the Licensee.
11. **Builder’s Lien** –

- (a) The Licensee will, throughout the Term at its own cost and expense, cause any and all builders’ liens and other liens for labour, services, or materials alleged to have been furnished with respect to the License Area, which may be registered against or otherwise affect the Lands, to be paid, satisfied, released (including, without limitation, the release of all such liens from the interest of the District in the License Area), or vacated within 15 days after the District sends to the Licensee written notice by registered mail of any claim for any such lien.

Notwithstanding the foregoing, in the event of a bona fide dispute by the Licensee of the validity or correctness of any claim for any such lien the Licensee will not be bound by the foregoing, but will be entitled to defend against the claim in any proceedings brought in respect of the claim after first paying into court the amount claimed or sufficient security, and such costs as the court may direct, or the Licensee may provide, as security in respect of such claim, an irrevocable letter of credit, lodged with the District, for 120% of the full amount of any claim for any such lien, the amount of which letter of credit will be increased every six months to include interest on the claimed amount at the prime rate published by the Bank of Canada, calculated semi annually not in advance from the date any such claim is registered against or otherwise affects the License Area, continuing so long as the proceedings continue and which letter of credit will be on terms sufficient to protect the District’s interest in the License Area and in a form reasonably satisfactory to the District and will be issued by one of the chartered Banks of Canada; and, upon being entitled to do so, the Licensee will register all such documents as may be necessary to cancel such lien from the License Area, including the District’s interest in them.

- (b) The District will not be responsible for claims of builders liens filed by persons claiming through the Licensee or persons for whom the Licensee is in law responsible. The Licensee acknowledges and agrees that the improvements to be made to the License Area are made at the Licensee’s request solely for the benefit of the Licensee and those for whom the Licensee is in law responsible.
12. **Environmental Compliance** – The Licensee covenants and agrees with the District to:
- (a) use the License Area and maintain the Works in compliance with all Environmental Laws;

- (b) at the reasonable request of the District, obtain from time to time at the Licensee's cost a report from an independent consultant designated or approved by the District verifying compliance with Environmental Laws and this Agreement or the extent of any non-compliance;
- (c) except in compliance with Environmental Laws, not store, manufacture, dispose, treat, generate, use, transport, remediate, or release Environmental Contaminants on or from the License Area without notifying the District in writing and receiving prior written consent from the District, which consent may be unreasonably or arbitrarily withheld;
- (d) promptly remove any Environmental Contaminants from the License Area in a manner that conforms to Environmental Laws governing their removal; and
- (e) notify the District in writing of:
 - (i) any enforcement, clean up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Licensee, the License Area, or Works pursuant to any Environmental Laws;
 - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party against the Licensee, the License Area, or the Works relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Environmental Contaminants or any breach of the Environmental Laws; and
 - (iii) the discovery of any Environmental Contaminants or any occurrence or condition on the License Area or Works or any real property adjoining or in the vicinity of the License Area that could subject the Licensee, the License Area.

In this section 12, the following terms have the following meanings:

"Environmental Contaminants" means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, hazardous waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, mould, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws.

"Environmental Laws" means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants.

13. **Assignment** – The Licensee may not assign this Agreement or any of its rights hereunder.
14. **Notice** – Where any notice, request, direction, or other communication must be given or made by a party under this Agreement, it must be in writing and is effective if delivered in person, sent by registered mail addressed to the party for whom it is intended at the address set forth above in this Agreement, or sent by email, to the District at email address [REDACTED] or to the Licensee at email address [REDACTED], as the case may be. Any notice, request, direction, or other communication is deemed to have been given if delivered in person, when delivered; if by registered mail, when the postal receipt is acknowledged by the other party; and, if by email, when transmitted. The delivery address or email address of a party may be changed by notice in the manner set out in this provision.
15. **No Effect on Laws or Powers** – Nothing contained or implied herein shall prejudice or affect the rights and powers of the District in the exercise of its functions under any public or private statutes, bylaws, orders, and regulations, all of which may be fully and effectively exercised as if the Agreement has not been executed and delivered by the District.
16. **Enurement** – This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors, and assigns.
17. **Independent Parties** – The Licensee and all agents, servants, and workers of the Licensee are not and shall not be deemed to be agents, servants, or employees of the District.
18. **No Public Law Duty** – Whenever in this Agreement the District is required or entitled at its discretion to consider granting any consent or approval, or is entitled to exercise any option to determine any matter, or to take any action or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty of procedural fairness or principle of natural justice shall have any application.
19. **Waiver or Non-action** – Waiver by the District of any breach of any term, covenant, or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the District to take any action in respect of any breach of any term, covenant, or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant, or condition.
20. **Severance** – The invalidity of any particular provision of this Agreement shall not affect the validity of the remainder of this Agreement shall be construed as if it were omitted.
21. **Interpretation** – Wherever the singular or the masculine are used, the same shall be construed as meaning the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.
22. **Time of the Essence** – Time is of the essence of this Agreement.
23. **Laws of British Columbia** – This Agreement must be construed according to the laws of the Province of British Columbia.

Execution in Counterparts & Electronic Delivery - This Agreement may be executed in any number of counterparts and delivered by email, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by email shall also deliver to the other party an originally executed copy of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below:

THE DISTRICT OF UCLUELET by its' authorized signatories:

Signature

Name

Title

Date

Signature

Name

Title

Date

MINATO DEVELOPMENT CORP.
by its' authorized signatories:

Signature

Name

Title

Date

Signature

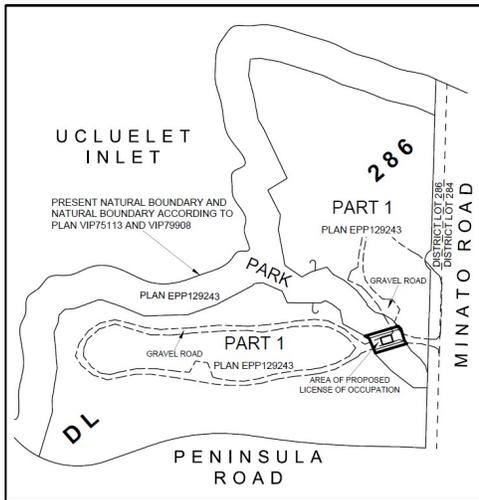
Name

Title

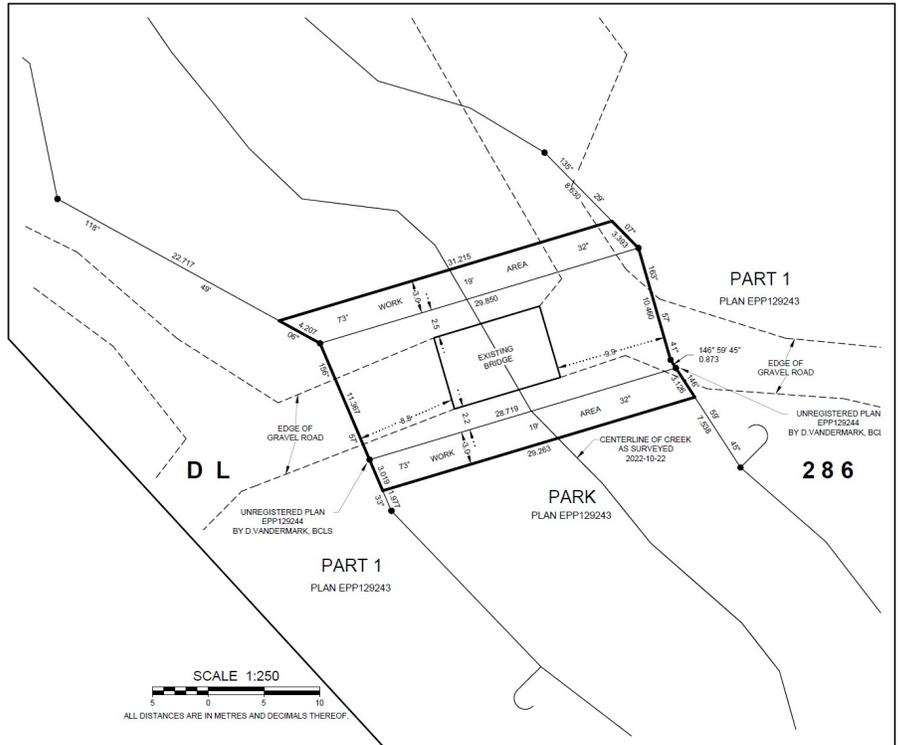
Date

Schedule A

License Area



KEY PLAN
SCALE 1:2500
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.



SKETCH PLAN OF PROPOSED LICENSE OF OCCUPATION OVER PART OF PARK, DISTRICT LOT 286, CLAYOQUOT DISTRICT, PLAN EPP129243.

ALBERNI-CLAYOQUOT REGIONAL DISTRICT
CIVIC ADDRESS: 221 MINATO ROAD
PID: 026-487-764
CLIENT: SALT WATER BUILDING CO.



SCALE AS NOTED

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.



DATE:	2023-10-27	BY:	TDM
REVISION:			

LEGEND:
● DENOTES STANDARD IRON POST FOUND

BOOK OF REFERENCE	
LEGAL DESCRIPTION	AREA
BRIDGE AREA	329.6 m ²
WORK AREA	178.6 m ²
TOTAL AREA	508.2 m²

DATUM:
GRID BEARINGS ARE DERIVED FROM PLAN EPP129243.
THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES, UNLESS OTHERWISE NOTED.

PROPERTY:
PROPERTY DIMENSIONS SHOWN ARE DERIVED FROM PLAN EPP129243.
OFFSETS TO PROPERTY LINES ARE NOT TO BE USED TO DEFINE BOUNDARIES.

REFER TO CURRENT CERTIFICATE(S) OF TITLE FOR ADDITIONAL, EXISTING OR PENDING CHARGES.

GENERAL:
THIS PLAN SHOWS THE LOCATION OF VISIBLE FEATURES ONLY, AND DOES NOT INDICATE BURIED SERVICES THAT MAY EXIST ON OR AROUND THE SUBJECT SITE.

FEATURES SHOWN WITHOUT DIMENSIONS SHOULD BE CONFIRMED WITH BENNETT LAND SURVEYING LTD.

NOTE:
BRIDGE AS SHOWN IS BASED ON FIELD SURVEY, DATED: 2021-10-25.
THIS PLAN HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF OUR CLIENT.
ALL RIGHTS RESERVED. NO PERSON MAY COPY, REPRODUCE, TRANSMIT OR ALTER THIS DOCUMENT IN WHOLE OR IN PART WITHOUT THE CONSENT OF BENNETT LAND SURVEYING LTD.
BENNETT LAND SURVEYING LTD. ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES THAT MAY BE SUFFERED BY A THIRD PARTY AS A RESULT OF ANY DECISIONS MADE, OR ACTIONS TAKEN BASED ON THIS DOCUMENT.

CERTIFIED CORRECT

Danu Vandermark
Digitally signed by Danu Vandermark FX6ACW
Date: 2023.10.27 15:49:59 -07'00'

FIELD SURVEY COMPLETED ON THE 23RD DAY OF MAY, 2023.
THIS DOCUMENT IS NOT VALID UNLESS ORIGINALLY SIGNED AND SEALED OR DIGITALLY CERTIFIED.

LICENSE AGREEMENT – FUTURE DOCK SITE

THIS AGREEMENT dated for reference _____, 2023 is

BETWEEN:

DISTRICT OF UCLUELET

Box 999
200 Main Street
Ucluelet BC V0R 3A0

(the “**District**”)

AND:

MINATO DEVELOPMENT CORP.

2842 - 140 Street
Surrey, BC
V4P 2H9

(the “**Licensee**”)

WHEREAS:

- A. The lands located in the District of Ucluelet and shown on the sketch plan attached as Schedule A as “PARK” are dedicated as park and thus the soil and freehold thereof is vested in the District (the “**Lands**”);
- B. The District has agreed to grant the Licensee permission to use a portion of the Lands to carry out the uses and activities (the “**Permitted Uses**”) described in Schedule A hereto in accordance with the terms and conditions of this Agreement; and
- C. The Licensee requires use of that portion of the Lands shown on the sketch attached as Schedule B (the “**License Area**”) for the purpose of carrying out the Permitted Uses.

NOW THEREFORE in consideration of the payment of the License Fee (as hereinafter defined) from the Licensee to the District and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District, the District and the Licensee agree as follows:

1. **Grant of License**

- (a) The District hereby grants to the Licensee and its employees, agents, and contractors, a non-exclusive licence to enter, go, be on, pass, and repass, with or without vehicles, personal property, and equipment, upon, over, under, and across the License Area for the sole purpose of carrying out the Permitted Uses.

- (b) The Licensee agrees that the License Area will be used only for the purpose carrying out the Permitted Uses.

2. **Term, Fee and Termination**

- (a) This Agreement will commence on the date this Agreement is fully executed (the “**Commencement Date**”) and will continue until terminated in accordance with this Agreement.
- (b) The Licensee will pay to the District a license fee of \$1.00 (the “**License Fee**”) on or before the Commencement Date.
- (c) This Agreement may be terminated as follows:
 - (i) by either party upon 60 days' written notice to the other party; and
 - (ii) by the District upon written notice to the Licensee if the Licensee breaches or fails to observe or perform any of its covenants or agreements under this Agreement and such breach is not cured by the Licensee within 30 days after delivery of written notice thereof from the District, or, if the Licensee determines that the cure of such breach or failure will reasonably require longer than 30 days, such longer period, that the District consents to in writing in its sole discretion prior to the expiry of the 30 day period, provided that the Licensee diligently and continuously proceeds to cure the breach or failure at all times.
- (d) Upon expiration of the Term or earlier termination of this Agreement for any reason, the Licensee will, at its sole cost:
 - (i) repair any damage to the License Area caused by the Licensee's use and occupation thereof; and
 - (ii) restore the License Area to good and clean condition acceptable to the District.

3. **Notifying District re: Test Pits–**

- (a) The Licensee will not dig, bore, or similarly disturb the soil within the License Area without a District staff member being present.
- (b) The Licensee will notify the District prior to performing any digging within the License Area of the dates it intends to perform such digging.
- (c) A District employee will attend the License Area on the dates the digging will take place, and the Licensee will inform the employee of the locations it intends to dig. The employee will approve the proposed locations or provide alternative locations,

and the Licensee will only be permitted to dig in the locations approved or proposed by the employee.

4. **Compliance with Laws, Standard of Operation and Maintenance –**

- (a) The Licensee's use of the License Area will comply with District of Ucluelet bylaws applicable to the use of the License Area, including, without limitation, any encumbrances on title to the License Area.
- (b) The Licensee carry out the Permitted Uses in a good and workmanlike manner and obtain all required governmental authorizations and permits and shall carry out the Permitted Uses in accordance with any such authorizations and permits.

5. **Licensee's Covenants –** The Licensee covenants and agrees with the District as follows:

- (a) to use the License Area only as set out in section 1(a) of this Agreement;
- (b) to not unduly disrupt or interfere with:
 - (i) the use, enjoyment and safety of the License Area and the Lands by the District and all those invited by the District to use the License Area and the Lands, including the public generally; or
 - (ii) any rights or privileges of any third party to use or access the License Area or Lands;
- (c) not to alter or modify the License Area in any way beyond what is necessary to undertake the Permitted Uses or undertake any construction or placement of any other structure or encroachment on the License Area without the District's prior written consent;
- (d) to keep the License Area free and clear of obstructions at all times, exercising the greatest care in the use and occupation of the License Area;
- (e) not to cause or permit anything that may be or become a nuisance or annoyance on the License Area to the owners or occupiers of adjoining lands or to the public;
- (f) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Permitted Uses of the License Area, including without limitation all payments for work and materials, taxes thereon, and permits and license fees, and should the Licensee fail to pay and discharge any such costs described above, the District may do so at the cost of the Licensee, and the Licensee shall pay the District's costs of doing so forthwith plus a 15% administration fee upon receipt of invoice for same; and

- (g) not to allow any refuse, debris, garbage, waste, contaminants, pollutants, or other loose or objectionable material to accumulate or be deposited on the License Area, but rather to dispose of the same regularly and continuously.
6. **Lands Accepted "As Is"** – The Licensee accepts the License Area in an "as is" condition and any improvements made to the License Area by the Licensee at any time during the Term of this Agreement, to make the Lands suitable for the purposes of the Licensee hereunder, shall be at the risk, cost, and expense of the Licensee.
7. **Indemnity** – The Licensee will indemnify, defend, and save harmless the District from and against all liability, actions, damages, proceedings, costs, claims, demands, and expenses whatsoever (including the actual cost of solicitor's fees and litigation expenses) which the District may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation, or non-performance by the Licensee of any obligation hereunder to be observed or performed by the Licensee, any wrongful act or neglect of the Licensee on or about the License Area, any damage to property related to the Licensee's use and occupation of the License Area, or the death or injury to any person related to the Licensee's use and occupation of the License Area.
8. **Insurance Requirements** – The Licensee must, at its sole expense, obtain and maintain during the Term comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the Licensee's activities on the License Area under this Agreement, in an amount of not less than \$5,000,000.00 per occurrence.
9. **Insurance Policies** – All policies of insurance required to be taken out by the Licensee must be with companies satisfactory to the District and must:
- (a) name the District as an additional insured;
 - (b) include that the District is protected notwithstanding any act, neglect, or misrepresentation by the Licensee which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission, or negligence of any third party which is not within the knowledge or control of the insureds;
 - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - (d) be primary and non-contributing with respect to any policies carried by the District and provide that any coverage carried by the District is in excess coverage;
 - (e) not be cancelled or materially altered without the insurer providing the District with 30 clear days written notice stating when such cancellation or alteration is to be effective;
 - (f) be maintained for a period of 12 months per occurrence;

- (g) include a cross liability clause; and
 - (h) be on other terms acceptable to the District, acting reasonably.
10. **Insurance Certificates** – The Licensee must obtain all required insurance at its sole expense and must provide the District with certificates of insurance confirming the placement and maintenance of the insurance, concurrently with the execution of this Agreement and promptly after any request thereafter to do so by the District.
11. **District May Insure** – Upon the Licensee’s default the District may procure the insurance required under this Agreement in the name and at the expense of the Licensee.
12. **Environmental Compliance** – The Licensee covenants and agrees with the District to:
- (a) use the License Area in compliance with all Environmental Laws;
 - (b) at the reasonable request of the District, obtain from time to time at the Licensee’s cost a report from an independent consultant designated or approved by the District verifying compliance with Environmental Laws and this Agreement or the extent of any non-compliance;
 - (c) except in compliance with Environmental Laws, not store, manufacture, dispose, treat, generate, use, transport, remediate, or release Environmental Contaminants on or from the License Area without notifying the District in writing and receiving prior written consent from the District, which consent may be unreasonably or arbitrarily withheld;
 - (d) promptly remove any Environmental Contaminants from the License Area in a manner that conforms to Environmental Laws governing their removal; and
 - (e) notify the District in writing of:
 - (i) any enforcement, clean up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Licensee or the License Area pursuant to any Environmental Laws;
 - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party against the Licensee or the License Area relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Environmental Contaminants or any breach of the Environmental Laws; and
 - (iii) the discovery of any Environmental Contaminants or any occurrence or condition on the License Area or any real property adjoining or in the vicinity of the License Area that could subject the Licensee, the License Area.

In this section 12, the following terms have the following meanings:

“Environmental Contaminants” means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, hazardous waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, mould, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws.

“Environmental Laws” means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants.

13. **Assignment and Sublicense** – The Licensee may not assign this Agreement or any of its rights hereunder or sublicense any part of the License Area.
14. **Notice** – Where any notice, request, direction, or other communication must be given or made by a party under this Agreement, it must be in writing and is effective if delivered in person, sent by registered mail addressed to the party for whom it is intended at the address set forth above in this Agreement, or sent by email, to the District at email address [REDACTED] or to the Licensee at email address [REDACTED], as the case may be. Any notice, request, direction, or other communication is deemed to have been given if delivered in person, when delivered; if by registered mail, when the postal receipt is acknowledged by the other party; and, if by email, when transmitted. The delivery address or email address of a party may be changed by notice in the manner set out in this provision.
15. **No Effect on Laws or Powers** – Nothing contained or implied herein shall prejudice or affect the rights and powers of the District in the exercise of its functions under any public or private statutes, bylaws, orders, and regulations, all of which may be fully and effectively exercised as if the Agreement has not been executed and delivered by the District.
16. **Enurement** – This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors, and assigns.
17. **Independent Parties** – The Licensee and all agents, servants, and workers of the Licensee are not and shall not be deemed to be agents, servants, or employees of the District.
18. **No Public Law Duty** – Whenever in this Agreement the District is required or entitled at its discretion to consider granting any consent or approval, or is entitled to exercise any option to determine any matter, or to take any action or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty of procedural fairness or principle of natural justice shall have any application.

19. **Waiver or Non-action** – Waiver by the District of any breach of any term, covenant, or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the District to take any action in respect of any breach of any term, covenant, or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant, or condition.
20. **Severance** – The invalidity of any particular provision of this Agreement shall not affect the validity of the remainder of this Agreement shall be construed as if it were omitted.
21. **Interpretation** – Wherever the singular or the masculine are used, the same shall be construed as meaning the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.
22. **Time of the Essence** – Time is of the essence of this Agreement.
23. **Laws of British Columbia** – This Agreement must be construed according to the laws of the Province of British Columbia.

Execution in Counterparts & Electronic Delivery - This Agreement may be executed in any number of counterparts and delivered by email, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by email shall also deliver to the other party an originally executed copy of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below:

DISTRICT OF UCLUELET by its' authorized signatories:

Signature

Name

Title

Date

Signature

Name

Title

Date

MINATO DEVELOPMENT CORP.
by its' authorized signatories:

Signature

Name

Title

Date

Signature

Name

Title

Date

SCHEDULE A

Works

1. **Permitted Activities to be Carried Out:**

- a) conduct non-destructive geotechnical, environmental and archaeological studies and related due diligence to analyse the impact and prove the feasibility of constructing a facility for viewing and perhaps launching paddleboards and kayaks;
- b) dig test pits to check soil stability; and
- c) carry out a heritage inspection pursuant to the *Heritage Conservation Act*, RSBC 1996, c 187.



REPORT TO COUNCIL

Council Meeting: December 7th, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING **FILE NO:** SD20-01; 2240-65 BCH

SUBJECT: LOT 13 – BC HOUSING PARTNERING AGREEMENTS **REPORT NO:** 23-160

ATTACHMENT(S): APPENDIX A – PARTNERING AGREEMENT BC HOUSING
APPENDIX B – PROJECT PARTNERING AGREEMENT LOT 13
APPENDIX C – LETTER BC HOUSING, MARCH 10, 2023
APPENDIX D – MASTER PARTNERING MOU BETWEEN UCLUELET & BC HOUSING

RECOMMENDATIONS:

1. **THAT** Council authorize execution of the *Affordable Home Ownership Program* Partnering Agreement between the District and the British Columbia Housing Management Commission for funding contribution in conjunction with the BC Housing *Affordable Home Ownership Program*.
2. **THAT** Council authorize execution of the Project Partnering Agreement for the 33-unit development at Lot 13 Marine Drive between the District, the British Columbia Housing Management Commission, ACMC Holdings Ltd. and Andrew Charles McLane.

BACKGROUND:

During the rezoning of Lot 13, District Lot 283, Clayoquot Land District, Plan VIP84686 (“**Lot 13**”) for a 33-unit small-lot affordable housing development, Council agreed to contribute \$320,000 to offset site servicing costs at the [March 17, 2020, regular meeting](#). That amount is equivalent to the Development Cost Charges (DCC’s) payable for a 33-unit small-lot subdivision. These funds have been allocated from the Affordable Housing Reserve. Subsequently, at its [April 28, 2020, regular meeting](#), Council adopted the rezoning and housing agreement bylaws. On [October 13, 2020](#), Council accepted a revised option to purchase, confirmed the duration that the funding offer would remain valid, and issued the Development Permit for the site development. At its [March 28, 2023](#), meeting Council committed a further contribution of \$330,000 from the Affordable Housing reserve to support the development by offsetting costs of mitigating tsunami flood risk on the site. In May, the project received approval from the Board of the British Columbia Housing Management Commission (a.k.a., “**BC Housing**”).

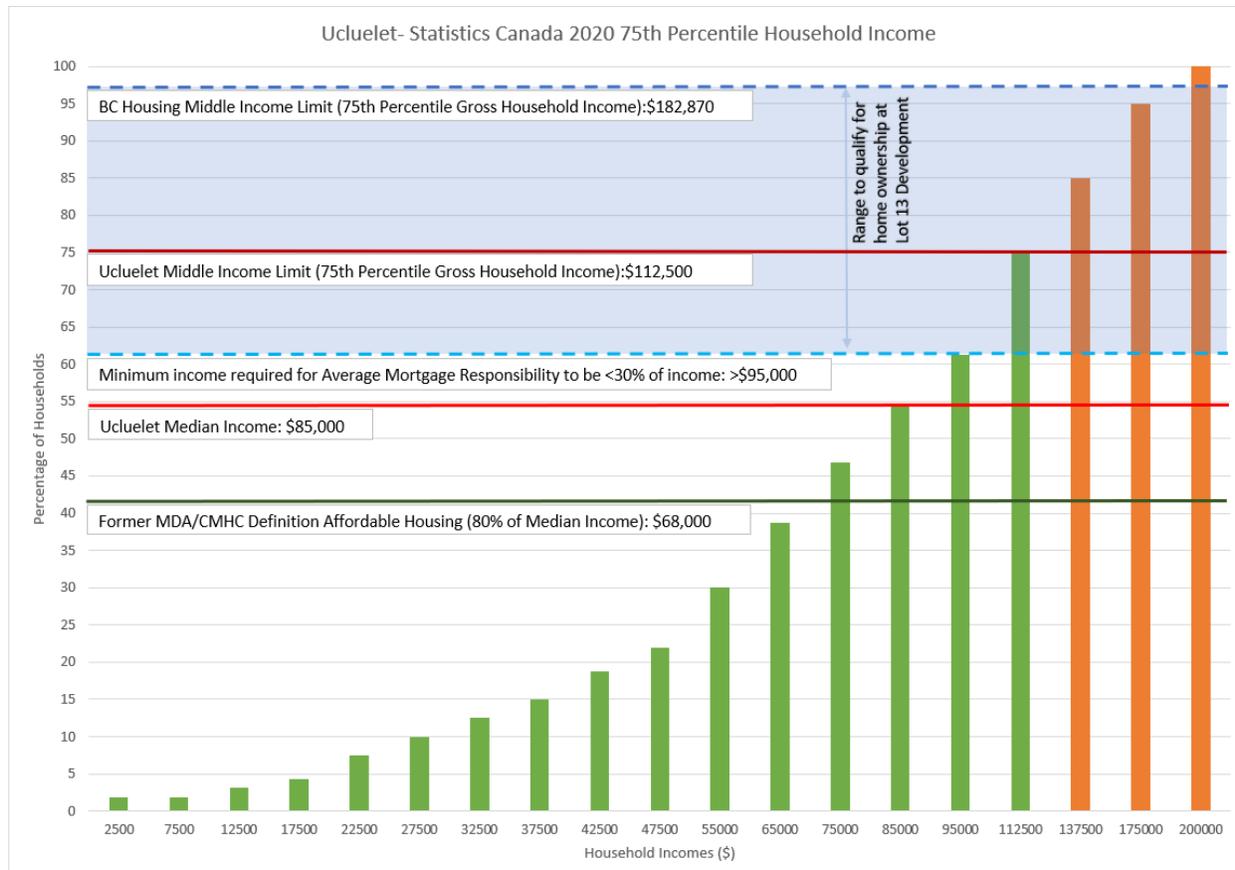
BC Housing is providing financing for the Lot 13 development through its Affordable Home Ownership Program (AHOP). The AHOP program includes a partnering agreement between BC Housing and the District (see **Appendix “A”**), whereby cost savings and/or contributions by the

municipality to make the development affordable are matched by BC Housing in the form of an interest-free second mortgage on the 22 AHOP lots for purchase (the other 11 lots are for affordable rentals under a housing agreement, also with construction financing from BC Housing). Should the units one day sell out of the AHOP program then the contributions by the District, the developer and BC Housing would be returned to the municipal Affordable Housing Reserve fund. In other words, under the project agreement with BC Housing, the funds stay committed to affordable housing within the community.



BC Housing has confirmed how the amount of the District’s \$650,000 funding support would be leveraged into \$1.1 million of reduced housing costs for residents under the AHOP final project partnering agreement (see letter outlining the project in **Appendix “C”**). The program reduces the purchase price of the homes between \$42,500 and \$65,000 for eligible purchasers. See **Appendix “B”** for details of the project partnering agreement, particularly schedule III (allocation of benefits to the AHOP homes) and schedule VI (definition of eligible purchasers).

The program aims to provide an entry to home ownership for middle incomes in Ucluelet. The following graph was provided by BC Housing. Note the numbers in the final project partnering agreement are slightly different due to updated income statistics:



The price paid by an eligible purchaser of an AHOP unit ranges from \$382,500 to \$440,000. The maximum gross household income for eligible purchasers is \$119,272.

Discussion:

The municipal solicitors prepared the draft Partnering Agreement and staff provided it to BC Housing for review in July. The District received the draft Project Partnering Agreement from BC Housing on November 8th. Both agreements have now been reviewed by the lawyers for the District, BC Housing and the Developer.

The District’s commitment to the financial contribution to BC Housing – once occupancy is obtained for the last of the 33 houses – would remain valid until September 1st, 2025. This reflects the Council motion authorizing the funding. Should the project timeline require extending the date, the Developer would need to seek Council approval ahead of time.

Financial Implications:

In the 2023 Budget, Council committed \$650,000 from the municipal Affordable Housing Reserve, funded through the Online Accommodation Platforms (OAP) portion of the Municipal & Regional District Tax Program (MRDT), to support the Lot 13 housing development. The attached agreements formalize the mechanism for this support and further the development proceeding to construction and completion.

AHOP Partnering Agreement

The is agreement, dated for reference August 1, 2023, is between:

District of Ucluelet
(the “**District**”)

AND

British Columbia Housing Management Commission
(“**BC Housing**”)

WHEREAS:

- A. The District on April 28, 2020, adopted a zoning amendment bylaw to authorize subdivision and the development of 33 modular homes (the “**Modular Homes**”) on land more particularly described as Lot 13, District Lot 283, Clayoquot District Plan VIP84686 (the “**Land**”), including 22 modular homes for individual purchase and owner occupancy, and 11 modular homes for rental tenure only;
- B. BC Housing considers the development of 22 modular homes on the Land (individually an “**AHOP Home**” and together the “**AHOP Homes**”) for sale to eligible middle-income purchasers is consistent with its Affordable Home Ownership Program;
- C. BC Housing will loan money to Eligible Purchasers (defined below) to purchase AHOP Homes, with the loans to be interest free, with no obligation to repay for up to 25 years, but secured by the registration of a mortgage (individually an “**AHOP Mortgage**” and together the “**AHOP Mortgages**”);
- D. The District has agreed to pay \$650,000 to BC Housing to make the AHOP Homes more affordable for Eligible Purchasers;
- E. BC Housing has agreed to pay to the District any amount it receives as repayment of an AHOP Mortgage, for deposit into an affordable housing reserve fund to be established by the District.

THEREFORE, the District and BC Housing agree as follows:

1. In this agreement:

“**Eligible Purchaser**” means a person or persons who:

- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 24 months;
- (ii) has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and

Protected Areas in the region, or a person who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;

- (iii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world;
- (iv) has a gross annual household income meeting the requirements of the Affordable Home Ownership Program administered by BC Housing, and not exceeding \$119,272; and,
- (v) is participating in the Affordable Home Ownership Program administered by BC Housing and who intends to occupy an AHOP Home as a principal residence for at least 5 years after the day he, she or they become the registered owner of that AHOP Home.

“Eligible Reserve Fund” means a reserve fund established under section 188 of the *Community Charter*, for the purpose of providing or maintaining, or improving access to, affordable rental or ownership housing within the District of Ucluelet;

“Substantially Complete” means, in relation to the construction of a modular home on the Land, that the modular home has been constructed in accordance with the BC Building Code and any building permit issued by the District, and is eligible for or has been granted an occupancy permit or final inspection, where either of those things is required by any applicable building bylaw of the District.

2. **Payment to BC Housing** – Within 30 days of the date that the construction of the Modular Homes on the Land is Substantially Complete, BC Housing may provide notice in writing to the District and the District will, within 10 business days of the receipt of that notice, pay \$650,000 to BC Housing (the **“District Payment”**), however, if the following conditions have not occurred on or before September 1, 2025, or such later date as may be approved by the District’s council, in its sole discretion, the District may demand return of the District Payment from BC Housing:
 - (a) the construction of the Modular Homes on the Land is Substantially Complete;
 - (b) AHOP Mortgages securing loans with a total amount of at least \$1,101,000, have been registered against title to the AHOP Homes.
3. **Payments to District** – If any portion of a loan secured by an AHOP Mortgage is repaid to BC Housing, then BC Housing shall transfer to the District the entire amount paid to BC Housing (including any adjustments made to account for an increase or decrease in the market value of the AHOP Home that was taken as security for the loan), no later than December 31st of the year in which BC Housing receives the payment, provided that:

- (a) BC Housing may deduct an administration fee of up to 2% of any amount to be paid to the District; and,
 - (b) the District will deposit any amount it receives from BC Housing into an Eligible Reserve Fund, and if the District has no Eligible Reserve Fund on the date a payment is due BC Housing may withhold payment until the District does have an Eligible Reserve Fund.
4. **Reporting to District** – Within 45 days of receipt of written request from the District, BC Housing will provide the District with a Participating Mortgage Report. If no designated modular homes are sold in the preceding calendar year BC Housing will confirm same in writing and a Participating Mortgage Report will not be required. For this paragraph, “**Participating Mortgage Report**” means a written report, to be provided by BC Housing to the District, by not later than March 1st in each year in which a BC Housing Participating Mortgage remains registered against a Designated Modular Homes that identifies all Participating Mortgage Proceeds collected in the previous calendar year. For this paragraph, “**Participating Mortgage Proceeds**” means any amounts collected by BC Housing from the repayment of a BC Housing participating mortgage by an eligible purchaser.
 5. **Entire Agreement** – The District and BC Housing agree that this Agreement is the entire agreement between them with respect to its subject matter.
 6. **Binding on Successors** – This Agreement enures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.
 7. **Powers Preserved** – Nothing in this agreement affects or modifies the District’s exercise of any of its statutory powers or discretion in respect of the Land or the subdivision or development of the Land.
 8. **Notice** – Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax, or e-mail to the parties at their respective addresses set out on the first page of the Agreement, or to such other address or fax number of which notice has been given as provided in this section. Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax is to be considered given on the day it is sent if that day is a business day, and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

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

DISTRICT OF UCLUELET

by its authorized signatories:

Mayor:

Date : _____

Administrator:

Date : _____

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

by its authorized signatories:

Name:

Date: _____

Name:

Date: _____

PROJECT PARTNERING AGREEMENT



LOT 13, MARINE DRIVE, UCLUELET, BC

AMONG

**ACMC HOLDINGS LTD.
(THE "DEVELOPER")**

AND

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
("BC HOUSING")**

AND

**DISTRICT OF UCLUELET
(THE "DISTRICT")**

AND

ANDREW CHARLES MCLANE

**THE DEVELOPER'S INDEMNIFIER
(THE "INDEMNIFIER")**

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Lot **Error! Bookmark not defined.**

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PROJECT PARTNERSHIP AGREEMENT

THIS AGREEMENT is dated for reference the 1st day of August, 2023 (the "**Reference Date**").

AMONG:

ACMC Holdings Ltd.
584 Beach Road
Qualicum Beach BC V9K 1K7
(the "**Developer**")

British Columbia Housing Management Commission
1701 – 4555 Kingsway,
Burnaby BC V5H 4V8
(the "**BC Housing**")

and

District of Ucluelet
200 Main Street, PO Box 999
Ucluelet, BC V0R 3A0
(the "**District**")

and

Andrew Charles McLane
584 Beach Road
Qualicum Beach BC V9K 1K7
(the "**Indemnifier**")

WHEREAS the parties have agreed to enter into this Project Partnering Agreement so that the Building can be constructed on the Land and Designated Modular Homes can be sold to Eligible Purchasers;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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ARTICLE 1 INTERPRETATION

1.1 DEFINITIONS

The following terms have the following meanings unless the subject matter or context otherwise requires:

"BC Housing Benefits Mortgage" means the mortgage in favour of BC Housing in the form attached hereto as Schedule "I";

"BC Housing Participating Mortgage" means the mortgage and security in favour of BC Housing in the form attached hereto as Schedule "II";

"Benefits" means those benefits listed in Schedule "III" attached hereto;

"Benefits Amount" means the amount set out in section 3.1;

"Contract of Purchase and Sale" means the contract of purchase and sale attached hereto as Schedule "IV";

"Construction Mortgage" has the meaning ascribed to that term in section 3.3;

"Designated Modular Homes" means those modular homes listed in Schedule "V" attached hereto, located on the Lands;

"DPI Mortgage" has the meaning ascribed to that term in section 3.3;

"Eligible Purchasers" means those persons who meet all of the requirements set out in Schedule "VI" attached hereto;

"Housing Reserve Fund" means a fund maintained and managed by the District from which grants are distributed to eligible projects to support the development and retention of affordable housing units;

"Lands" means those lands described in Schedule "VII" attached hereto;

"Modular Homes" means the 33 modular homes to be constructed by the Developer on the Lands;

"Non-Designated Modular Homes" means those modular homes listed in Schedule "VIII" attached hereto, located on the Lands;

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"Participating Mortgage Proceeds" means any amounts collected by BC Housing from the repayment of a BC Housing Participating Mortgage by an Eligible Purchaser;

"Participating Mortgage Report" means a written report, to be provided by BC Housing to the District, by not later than March 1st in each year in which a BC Housing Participating Mortgage remains registered against a Designated Modular Home that identifies all Participating Mortgage Proceeds collected in the previous calendar year;

"Project" means the construction and strata titling of the Building together with all related matters;

"Purchase Prices" means the purchase prices for the Designated Modular Homes listed in Schedule "V" attached hereto;

"Section 219 Covenant" means the covenant in favour of BC Housing in the form attached hereto as Schedule "IX";

"Subdivision Plan" means the plan of subdivision to be filed in the Victoria Land Title Office creating 33 lots as described in Schedule "VII".

1.2 SCHEDULES

The following are the Schedules to this Agreement each of which is an integral part of this Agreement:

- Schedule I – BC Housing Benefits Mortgage
- Schedule II – BC Housing Participating Mortgage
- Schedule III – Allocation of the Benefits Amount
- Schedule IV – Intentionally Deleted
- Schedule V – Designated Modular Homes
- Schedule VI – Eligible Purchasers
- Schedule VII – Lands and Subdivision Plan
- Schedule VIII – Non-Designated Modular Homes
- Schedule IX – Section 219 Covenant

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ARTICLE 2
DEVELOPER'S AND INDEMNIFIER'S REPRESENTATIONS AND WARRANTIES

2.1 DEVELOPER'S AND INDEMNIFIER'S REPRESENTATIONS AND WARRANTIES

The Developer and the Indemnifier, respectively, represents and warrants to each of BC Housing and the District as representations and warranties that are true at the Reference Date and will be true throughout the term of this Agreement that:

- (a) the Developer and the Indemnifier, respectively, is an existing corporation under the laws of British Columbia and is qualified to and has full power, authority and capacity to enter into this Agreement and carry out the transactions contemplated herein;
- (b) all necessary action of the Developer and the Indemnifier, respectively, has been taken to authorize and approve the execution and delivery of this Agreement and the performance and observance of its obligations under this Agreement;
- (c) there is no action or proceeding pending or, to its knowledge threatened against the Developer or the Indemnifier, respectively, before any court, arbiter, arbitration panel, administrative tribunal or agency which, if decided adversely to it, might affect its ability to perform its obligations hereunder; and
- (d) no consent or approval of or registration, declaration or filing with any governmental commission, board or other regulatory body is required for the execution or delivery of this Agreement by the Developer or the Indemnifier, respectively, the validity or enforceability of this Agreement against it, or the performance by it of its obligations hereunder, other than registration of the Section 219 Covenant in the Land Title Office in Victoria, British Columbia.

ARTICLE 3
BENEFITS

3.1 BENEFITS AMOUNT

The Benefits described in Schedule "III" have a value of \$1,150,000.

3.2 ALLOCATION OF THE BENEFITS AMOUNT

The Benefits Amount is allocated among the Designated Modular Homes as set forth in Schedule "III".

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3.3 BC HOUSING BENEFITS MORTGAGE

- (a) The Benefits Amount will be secured by the BC Housing Benefits Mortgage which will be registered against the title to the Lands as a third financial charge, subject only to a first financial charge in favour of the lender providing construction financing for the Project (the "**Construction Mortgage**") and a second financial charge in favour of the deposit protection insurer for the Project (the "**DPI Mortgage**"), prior to the commencement of the construction of the Building. Should the BC Housing Benefits Mortgage be registered prior to the Construction Mortgage or the DPI Mortgage then BC Housing agrees that it will enter into priority agreements with regards to either or both of the Construction Mortgage or the DPI Mortgage provided that the terms and conditions of any such priority agreement are subject to review and approval by BC Housing and their legal counsel.
- (b) In the event that BC Housing or their legal counsel do not approve the terms of priority agreements regarding the Construction Mortgage or the DPI Mortgage, then the Developer will have the option of placing the entire Benefits Amount in trust with BC Housing's legal counsel with such amount to be held and paid out upon trust conditions and undertakings consistent with the Developer's obligations pursuant to the terms of this Agreement and the BC Housing Benefits Mortgage. Upon confirmation of such funds being placed in trust and such undertakings being provided, then the BC Housing Benefits Mortgage shall be discharged from title to the Lands.

3.4 PARTIAL DISCHARGE OF THE BC HOUSING BENEFITS MORTGAGE

Upon the registration of BC Housing's Participating Mortgage against the title to a Designated Modular Home and upon BC Housing receiving an amount equal to the Benefit Amount allocated to such Designated Modular Homes as specified in Schedule "III", BC Housing will register a partial discharge of the BC Housing Benefits Mortgage against the title to that Designated Modular Home.

ARTICLE 4 BC HOUSING SECTION 219 COVENANT

4.1 SECTION 219 COVENANT

The Developer will grant BC Housing and the District the Section 219 Covenant which will be registered against the title to the Lands prior to the commencement of the construction of the Building.

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4.2 PARTIAL DISCHARGE OF THE SECTION 219 COVENANT – DESIGNATED MODULAR HOMES

Upon the registration of the BC Housing Participating Mortgage against the title to a Designated Modular Home, and upon BC Housing receiving an amount equal to the Benefit Amount allocated to such Designated Modular Home as specified in Schedule "III", BC Housing will prepare, execute and, at the cost of the Developer, register, and the District will execute, a partial discharge of its Section 219 Covenant against the title to that Designated Modular Home.

4.3 PARTIAL DISCHARGE OF THE SECTION 219 COVENANT – NON-DESIGNATED MODULAR HOME

Upon the registration of the strata plan creating the Non-Designated Modular Homes, BC Housing will prepare, execute and, at the cost of the Developer, register, and the District will execute, discharges of the Section 219 Covenant against the titles to the Non-Designated Modular Homes.

ARTICLE 5 DEVELOPMENT

5.1 CONSTRUCTION OF BUILDING

The Developer will exercise the skill and judgement of a competent developer in fulfilling the following duties:

- (a) the acquisition of all licenses, permits, and approvals that are necessary in order to complete the Project;
- (b) the preparation of the plans and specifications for the construction of the Modular Homes;
- (c) the preparation of a schedule for the construction of the Modular Homes; and
- (d) filing the Subdivision Plan to create the Designated Modular Homes lots and Non-Designated Modular Homes lots.

ARTICLE 6 SALE OF DESIGNATED MODULAR HOMES TO ELIGIBLE PURCHASERS

6.1 SALE OF DESIGNATED MODULAR HOMES

The Developer will only sell the Designated Modular Home to Eligible Purchasers using the Contract of Purchase and Sale and only for the Purchase Prices. The Purchase Prices may be reduced only with the prior written consent of BC Housing. The Developer acknowledges and

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agrees that any reduction in the Purchase Price of a Designated Modular Home will not result in a decrease to the Benefits Amount as set forth in Schedule "III" for such Designated Modular Home.

6.2 BC HOUSING PARTICIPATING MORTGAGE

BC Housing will provide each Eligible Purchaser with a BC Housing Participating Mortgage which will be registered against the title to each Designated Modular Home at the time the title to the Designated Modular Home is transferred to each Eligible Purchaser.

6.3 REPAYMENT OF BC HOUSING BENEFITS MORTGAGE

The principal amount (the "**Principal Amount**") secured by the BC Housing Participating Mortgage will be advanced to the purchaser of a Designated Modular Home at the time of the completion of the purchase of a Designated Modular Home. The Principal Amount advanced to the purchaser will be shown as a credit on the purchaser's statement of adjustments. The Principal Amount will then be paid by the purchaser of a Designated Modular Home to the Developer on account of the Purchase Price for the Designated Modular Home. The Developer will forthwith pay the Principal Amount to BC Housing to be applied by BC Housing against the outstanding balance due on account of the Benefits Amount secured by the BC Housing Benefits Mortgage. Upon receipt of the Principal Amount, BC Housing will prepare and register a partial discharge of the BC Housing Benefits Mortgage against the title to the Designated Modular Home. The foregoing transactions may be made by "book entries" without the necessity of having the Principal Amount being paid to the purchaser of a Designated Modular Home and then paid to the Developer.

ARTICLE 7 NON-DESIGNATED MODULAR HOMES

7.1 DISCHARGE OF BC HOUSING BENEFITS MORTGAGE

Upon the registration of the Subdivision Plan and confirmation of construction of the Modular Homes creating the Non-Designated Modular Homes, BC Housing will, at the cost of the Developer, register discharges of the BC Housing Benefits Mortgage against the titles to the Non-Designated Modular Homes.

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ARTICLE 8
SALE OF DESIGNATED MODULAR HOMES BY ELIGIBLE PURCHASERS TO
THIRD PARTIES

8.1 REPAYMENT PROCEEDS OF BC HOUSING PARTICIPATING MORTGAGES

BC Housing covenants and agrees with the District that:

- (a) upon the sale of a Designated Modular Home by an Eligible Purchaser to a third party purchaser it will hold all amounts received pursuant to the BC Housing Participating Mortgage registered against said Designated Modular Home in trust for the District's Housing Reserve Fund;
- (b) by not later than the 1st day of March in each year in which a BC Housing Participating Mortgage remains registered against a Designated Modular Home, unless BC Housing and the District otherwise agree in writing, it will provide the District with a Participating Mortgage Report. If no Designated Modular Homes are sold in the preceding calendar year BC Housing will confirm same in writing and a Participating Mortgage Report will not be required; and
- (c) together with the Participating Mortgage Report, it will pay to the District all Participating Mortgage Proceeds collected in the previous calendar year, less a fee equal to two per cent (2%) of the Participating Mortgage Proceeds collected in the previous calendar year to cover BC Housing's administration costs.

The District covenants and agrees with BC Housing that, unless BC Housing and the District otherwise agree in writing, it will deposit all Participating Mortgage Proceeds in the District's Housing Reserve Fund and will only use Participating Mortgage Proceeds for the purposes of the District's Housing Reserve Fund.

ARTICLE 9
BC HOUSING CONDITION

9.1 CONDITION

The obligations of BC Housing contained in this Agreement are subject to the written approval of this Agreement by BC Housing's Executive Committee and its Board of Commissioners being obtained within thirty (30) days of BC Housing signing this Agreement.

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ARTICLE 10 TERMINATION

10.1 TERMINATION OF AGREEMENT

If, at any time after the first anniversary of the Reference Date, the parties, each acting in good faith, have not obtained the approvals or consents required to permit the construction of the Building, then either the Developer or BC Housing may withdraw from the Project by giving written notice to the other, and the obligations of the parties under this Agreement will be at an end.

ARTICLE 11 INDEMNITY

11.1 OBLIGATIONS OF THE INDEMNIFIER

In consideration of BC Housing and the District entering into this Agreement with the Developer, to which the Indemnifier is related, the Indemnifier will indemnify BC Housing and the District against any default of the Developer of its obligations contained in this Agreement and in the agreements attached hereto as Schedules.

ARTICLE 12 MISCELLANEOUS

12.1 TIME

Time will be of the essence of this Agreement.

12.2 NO WAIVER

No failure or delay on the part of a party in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right.

12.3 FURTHER ASSURANCES

Each of the parties will from time to time and upon reasonable request execute and deliver all such further assurances, acts, and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements, and provisions contained in this Agreement.

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12.4 NOTICES

Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered or emailed to the parties at those addresses or email addresses that are provided by each of the parties to the other parties.

12.5 ASSIGNMENT

Neither BC Housing nor the Developer may assign its interest in this Agreement without the prior written consent of the other, which consent may not be unreasonably or arbitrarily withheld.

12.6 NO PARTNERSHIP

Notwithstanding that this Agreement is referred to as a "Project Partnering Agreement", nothing in this Agreement nor in the relationship of the parties established by this Agreement shall be construed as creating a partnership among the parties.

12.7 CONFIDENTIALITY

The parties shall not disclose the existence, contents, or effect of this Agreement without the prior written consent of the other parties, except that the parties may disclose the same to its employees, lenders, and advisors, and such other persons as may reasonably be required so as to complete the transactions contemplated herein or in connection with carrying out their respective obligations hereunder.

12.8 PUBLIC COMMUNICATIONS

All public communications relating to the BC Housing Benefits Mortgage, the BC Housing Participating Mortgage, or the BC Housing Affordable Home Ownership Program must receive the prior written approval of BC Housing. The Developer agrees that it will provide BC Housing with copies of all other communications and marketing material related to the Project prior to the release of said communications or materials to the public for information purposes only.

12.9 JOINT AND SEVERAL

If this Agreement is executed by two or more parties comprising the Developer, all covenants and liabilities entered into or imposed upon the Developer shall be deemed to be joint and several obligations of each of such party.

12.10 BINDING EFFECT

This Agreement will enure to the benefit of and will be binding upon the successors and permitted assigns of the parties, as applicable.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates set out below:

**ACMC DEVELOPMENTS LTD.
(THE DEVELOPER)**

By: _____
(Authorized Signatory)

Date: _____

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

By: _____
(Authorized Signatory)

Date: _____

DISTRICT OF UCLUELET

By: _____
(Authorized Signatory)

Date: _____

**ANDREW CHARLES McLANE
(THE INDEMNIFIER)**

By: _____
(Authorized Signatory)

Date: _____

SCHEDULE "I"
BC HOUSING BENEFITS MORTGAGE

FORM E
Schedule

5. PAYMENT PROVISIONS:

(b) Interest Rate: No Interest

(l) Balance Due Date:

*Three (3) months after the issuance of an occupancy permit by the District of Ucluelet for the Modular Homes or any portion thereof (an “Occupancy Permit”), this Mortgage will convert to a demand loan, payable by the Mortgagor to the Mortgagee upon two (2) months' notice from the Mortgagee to the Mortgagor, and notwithstanding anything else herein contained, if the District of Ucluelet does not issue an Occupancy Permit by **December 31, 2025** then the amounts secured by this Mortgage shall be due and payable on **February 1, 2026**.*

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

1. Covenant EX125879 (modified by FB49737, FB439221 and CA8610812).
2. Covenant FB154804.
3. Covenant FB154853.
4. Statutory Building Scheme FB154882.
5. Easement FB238771.
6. Option to Purchase CA8610814.
7. Covenant CA8610815.

EXPRESS MORTGAGE TERMS - PART 2

PURSUANT TO THE LAND TRANSFER FORM ACT, PART 3

1. Interpretation

Definitions

- 1.1 Where used herein or in any amendment hereto, unless the context otherwise requires, each of the underlined words and phrases set out below shall have the following meanings ascribed thereto:
- 1.1.1 "Modular Homes" means the 33 modular homes constructed on the Lands;
 - 1.1.2 "Canadian Dollars" and "CDN\$" each mean lawful currency of Canada in immediately available funds;
 - 1.1.3 "Covenantor" means the Person or Persons, if any, who execute this Mortgage as "Covenantor" and their respective heirs, personal representatives, successors or permitted assigns, as the case may be;
 - 1.1.4 "Indebtedness" has the meaning given in item 5(a) of the Mortgage Form;
 - 1.1.5 "Lands" means the entire right, title and interest of the Mortgagor in and to the lands and premises described as the "Parcel Identifier(s) and Legal Description(s) of the Mortgaged Land" in item 2 of the Mortgage Form together with all buildings and improvements thereon and all appurtenances thereto;
 - 1.1.6 "Mortgage" means the Mortgage Form and these express mortgage terms, read together;
 - 1.1.7 "Mortgagee" means the party described as Lender(s) Mortgagee(s) in item 4 of the Mortgage Form;
 - 1.1.8 "Mortgage Form" means the document prescribed by Regulation under the Land Title Act (British Columbia) as Form B and attached as Part 1 of this Mortgage, and includes all schedules to such document;
 - 1.1.9 "Mortgage Rate" means the interest rate per annum referred to in item 5 (b) of the Mortgage form, calculated and compounded annually not in advance, both before and after maturity, default and judgement;
 - 1.1.10 "Mortgagor" means the person or persons who have signed the Mortgage Form as Mortgagor(s) as described in item 3 of the Mortgage Form;

- 1.1.11 “Permitted Encumbrances” means the encumbrances, if any, described in item 11 of the Mortgage Form and any other encumbrances permitted by the Project Partnering Agreement;
- 1.1.12 “Person” includes any individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a joint venture or other entity;
- 1.1.13 "Project Partnering agreement" means the agreement referred to in item 5(a) of the Mortgage Form;
- 1.1.14 “Receiver” means a receiver, receiver-manager or receiver and manager of the Lands appointed under Section 4.1.30 of this Mortgage; and
- 1.1.15 “Taxes” means all taxes, rates, duties and assessments levied on the Lands and all penalties and interest payable in connection therewith.

Included Words

- 1.2 Wherever the singular, masculine or body politic or corporate are used herein, the plural, feminine, masculine or the body politic or corporate shall be deemed to be included where the context so requires.

Headings

- 1.3 The headings to the parts and sections of these standard mortgage terms are inserted for convenience only and shall not affect the construction hereof.

References

- 1.4 Unless otherwise stated, a reference herein to a numbered or lettered part or section refers to the part or section having that part or section number or letter in these express mortgage terms or the Mortgage Form, and a reference to these mortgage terms means these express mortgage terms including any schedules or amendments hereto.

2. Property Charged

To secure the repayment of the Indebtedness, interest thereon and other monies owing hereunder and the performance of the Mortgagor’s covenants contained in the Project Partnering Agreement, the Mortgagor does hereby grant and mortgage unto the Mortgagee, its successors and assigns ALL AND SINGULAR the Lands, to have and to hold the Lands unto and to the use of the Mortgagee, forever, subject to the redemption provision set out in Section 3 hereof.

3. Redemption Provision

- 3.1 PROVIDED this Mortgage shall be void upon:

3.1.1 payment by the Mortgagor to the Mortgagee, of:

- (a) the Indebtedness at the date of payment hereunder;
- (b) interest on the Indebtedness;
- (c) all other sums to which the Mortgagee may be entitled by virtue of this Mortgage, as and when such sums shall become due and payable together with interest thereon at the applicable Mortgage Rate, calculated as set out herein; and

3.1.2 observance and performance of all covenants, provisions and conditions with respect to the Indebtedness whether contained in this Mortgage or otherwise;

and the Mortgagor releases to the Mortgagee all of the Mortgagor's claim upon the Lands, subject to the foregoing redemption provision.

- 3.2 If the Mortgagor fails to pay when due the monies hereby secured or any part thereof those monies shall bear compound interest at the applicable Mortgage Rate both before and after default to be computed annually.
- 3.3 All payments to the Mortgagee shall be made at the office of the Mortgagee set out in the Mortgage Form or such other place that the Mortgagee may designate.
- 3.4 Until the entirety of the Indebtedness has been paid in full, the Mortgagor shall not have any right of subrogation to the Mortgagee or to the securities held by the Mortgagee, including, without limitation, this Mortgage, and none of the provisions hereof shall be in any way diminished or affected on account of any act or failure to act on the part of the Mortgagee which would prevent subrogation from operating in favour of the Mortgagor. The Mortgagee, in its sole discretion as it sees fit, without in any way prejudicing or affecting the rights of the Mortgagee hereunder, may appropriate any monies received to any portion of the Indebtedness, whether then due or to become due, and may revoke or alter any such appropriation.

4. General Covenants

- 4.1 The Mortgagor covenants and agrees with the Mortgagee that:
 - 4.1.1 the Mortgagor has the right to mortgage and charge the Lands in favour of the Mortgagee on the covenants, agreements, conditions and provisions contained in this Mortgage, and the Mortgagor shall observe these covenants, agreements, conditions and provisions;
 - 4.1.2 the preparation, execution or registration of this Mortgage shall not in any way bind the Mortgagee to advance any monies to the Mortgagor or any other person;
 - 4.1.3 the charge created by this Mortgage shall take effect immediately upon the execution of this Mortgage;
 - 4.1.4 the Mortgagor has title to the Lands subject only to the Permitted Encumbrances;

- 4.1.5 on default hereunder, the Mortgagee shall have quiet possession of the Lands free from all encumbrances, other than the Permitted Encumbrances, provided that until default hereunder the Mortgagor shall have quiet possession of the Lands;
- 4.1.6 the Mortgagor has done no act nor been guilty of any omission or laches whereby the rights of the Mortgagor in the Lands have become in any way impaired or invalid;
- 4.1.7 the Mortgagor shall promptly comply with all restrictive covenants and all federal, provincial, state or local statutes, regulations, by-laws and ordinances affecting the Lands, now or hereafter in effect;
- 4.1.8 the Mortgagor shall execute such further assurances of the Lands that may be required by the Mortgagee;
- 4.1.9 the Mortgagor shall pay to the Mortgagee the outstanding amounts set out in Sections 3.1.1(a), 3.1.1(b) and 3.1.1(c) of this Mortgage when due under the Project Partnering Agreement;
- 4.1.10 the Mortgagor shall immediately pay and discharge or diligently pursue steps to cause to be paid and discharged:
- (a) all Taxes when due, and shall furnish the Mortgagee with receipts for those payments;
 - (b) all liens, charges, and encumbrances which rank or could rank in priority to this Mortgage, other than the Permitted Encumbrances;
 - (c) all amounts falling due under any Permitted Encumbrances; and
 - (d) all costs, charges, expenses, and legal fees (between solicitor and his own client) which may be incurred by the Mortgagee in:
 - (i) taking, recovering, and keeping possession of the Lands; and
 - (ii) all proceedings taken in connection with or to realize the monies hereby secured;
- 4.1.11 if the Mortgagor fails to make any payments under the preceding section the Mortgagee may, but shall not be obligated to, make those payments and the amounts thereof:
- (a) shall be a charge on the Lands in favour of the Mortgagee in priority to all claims arising subsequent to this Mortgage;
 - (b) shall be payable by the Mortgagor immediately with interest at the Mortgage Rate until paid; and

- (c) shall with interest at the Mortgage Rate be added to the monies hereby secured;

4.1.12 if the Mortgagee pays and satisfies, on behalf of the Mortgagor, the whole or any part of any Taxes, rates, duties, assessments, liens, charges, or encumbrances now or hereafter existing or claimed in respect of the Lands, the Mortgagee shall be entitled to all the equities and securities of the person or persons so paid and is hereby authorized to retain any discharge thereof without registration for so long as it may see fit to do so;

4.1.13 the Mortgagor shall:

- (a) insure and keep insured against loss or damage by fire and other insurable risks and perils the improvements now and hereafter on the Lands for an amount not less than their full insurable value; and
- (b) place the required insurance with loss payable to the Mortgagee in priority to every person except the holder of any Permitted Encumbrance;

4.1.14 if the Mortgagor fails to properly insure, as required by Section 4.1.13, the Mortgagee may, but shall not be obligated to, effect such insurance as it sees fit, acting reasonably, which may be solely for the benefit of the Mortgagee, with no duty to account for the proceeds thereof, and the costs of that insurance:

- (a) shall be a charge on the Lands in favour of the Mortgagee in priority to all claims arising subsequent to this Mortgage;
- (b) shall be payable by the Mortgagor immediately with interest at the Mortgage Rate until paid; and
- (c) shall with interest at the Mortgage Rate be added to the monies hereby secured as if those costs, charges and expenses had originally formed part of the Indebtedness;

4.1.15 if the whole or any part of the improvements now and hereafter on the Lands are damaged or destroyed the Mortgagor shall immediately notify the Mortgagee in writing, and shall furnish at its own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance proceeds to the extent of payments due under the Project Partnering Agreement;

4.1.16 all improvements now and hereafter on the Lands including, but not limiting the generality of the foregoing, all buildings, fences, heating, plumbing, air conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows and storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto, are and shall, in addition to other fixtures thereon, be and become fixtures and an accession to the freehold and a part of the Lands as between

the parties hereto and shall be a portion of the security for the monies hereby secured;

- 4.1.17 the Mortgagor shall not permit waste to be committed or suffered on the Lands and shall maintain or cause to be maintained the improvements now and hereafter on the Lands in good order and repair to the satisfaction of the Mortgagee;
- 4.1.18 the Mortgagor will pay all Indebtedness when due by it and all other amounts owing under the Project Partnering Agreement and this Mortgage;
- 4.1.19 the Mortgagor will provide the Mortgagee with prompt written notice of any event which constitutes, or which, with notice, lapse of time, or both, would constitute a default under the Project Partnering Agreement or this Mortgage;
- 4.1.20 the Mortgagor will permit the Mortgagee or its representatives, from time to time, to visit and inspect the Lands and examine and obtain copies of the Mortgagor's records relating to the Lands only and discuss the Mortgagor's affairs relating to the Lands only with the auditors, counsel and other professional advisers of the Mortgagor;
- 4.1.21 the Mortgagor will have all liens discharged immediately from title to the Lands at its own cost and expense and from its own resources;
- 4.1.22 the Mortgagor shall not:
- (a) permit any legal proceedings to continue which in any way affect the title to the Lands;
 - (b) grant any further mortgage, charge or other encumbrance on the Lands in priority to this Mortgage other than Permitted Encumbrances; or
 - (c) commit any breach or default of any Permitted Encumbrances.
- 4.1.23 upon:
- (a) default of payment of any Indebtedness, or any payment of interest thereon, pursuant to and in accordance with the Project Partnering Agreement or otherwise that is not remedied within 14 days after the Mortgagor has received written notice thereof;
 - (b) default of payment of any other monies owing under this Mortgage when payable, or default under any other term of this Mortgage, that is not remedied within 30 days after the Mortgagor has received written notice thereof (or such longer period as may reasonably be required to remedy the default if agreed to by the Mortgagee in its reasonable discretion);
 - (c) default under any Permitted Encumbrance that is not remedied within 30 days after the Mortgagor has received written notice thereof (or such longer

period as may be reasonably be required to remedy the default if agreed to by the Mortgagee in its reasonable discretion);

- (d) it being discovered that any material statement in this Mortgage is untrue;
- (e) the Mortgagor or any Covenantor becoming insolvent or there being instituted against the Mortgagor or any Covenantor any type of insolvency proceeding under the Bankruptcy and Insolvency Act (Canada) or otherwise;
- (f) the Mortgagor or any Covenantor making an assignment for the benefit of creditors, or making a proposal under or otherwise taking advantage of the Bankruptcy and Insolvency Act (Canada) or the Companies Creditors' Arrangement Act (Canada) or similar legislation in any jurisdiction, or having a bankruptcy petition presented against the Mortgagor or any Covenantor;
- (g) a receiver or trustee being appointed for the Mortgagor or any Covenantor or for any of the assets of the Mortgagor or any Covenantor;
- (h) if either the Mortgagor or any Covenantor is a corporation, an order being made or an effective resolution being passed for the winding up of the Mortgagor or any Covenantor;
- (i) the Mortgagor or any Covenantor committing or threatening to commit any act of bankruptcy under the Bankruptcy and Insolvency Act (Canada);
- (j) the Mortgagor or any Covenantor ceasing or threatening to cease to carry on a major part of the respective businesses carried on by them at the date of this Mortgage;
- (k) the Lands or any part thereof being expropriated under the provisions of any law of Canada or any province thereof; or
- (l) any breach of Section 4.1.22,

then an event of default shall have occurred hereunder and, at the sole discretion of the Mortgagee and notwithstanding the other provisions of this Mortgage, all monies hereby secured shall immediately become due and be paid, and the Mortgagee may, without notice, take possession of the Lands and sell the Lands or any part thereof by public auction or private sale for the price that can reasonably be obtained therefor, and on terms as to credit and otherwise and with the conditions of sale and stipulations as to title or evidence of title or otherwise that the Mortgagee in its sole discretion deems fit, and in the event of a sale under this Section 4.1.23, Sections 4.1.24 to 4.1.29 inclusive shall apply;

4.1.24 in the event of any sale on credit or for part cash and part credit, the Mortgagee shall not be accountable for or charged with any monies until actually received;

- 4.1.25 the Mortgagee may rescind or vary any contract of sale and may buy and re-sell the Lands or any part thereof without being answerable for any loss occasioned thereby unless the Mortgagee has previously approved such contract of sale;
- 4.1.26 no purchaser shall be bound to inquire into the legality, regularity or propriety of any sale or be affected by notice of any irregularity or impropriety;
- 4.1.27 no lack or default or want of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale;
- 4.1.28 the Mortgagee may take sale proceedings hereunder, notwithstanding that other proceedings, have been taken or are then pending;
- 4.1.29 the proceeds of any sale hereunder shall be applied:
- (a) FIRSTLY: in payment to the Mortgagee on account of any costs, charges, and expenses (on a solicitor and client basis) attending that sale or incurred in taking, recovering, or keeping possession of the Lands or by reason of non-payment or procuring of the monies hereby secured;
 - (b) SECONDLY: in payment to the Mortgagee on account of the Indebtedness up to the maximum amount plus interest thereon as set out above;
 - (c) THIRDLY: in payment to the Mortgagee on account of any other monies secured hereby or owing under this Mortgage; and
 - (d) FOURTHLY: in payment to the Mortgagor of any surplus, provided that if any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver sees fit in the circumstances;
- 4.1.30 upon the occurrence of any one or more of the events set out in Section 4.1.23, the Mortgagee may from time to time appoint by writing a Receiver of the Lands, with or without bond, and may from time to time remove the Receiver and appoint another in its stead;
- 4.1.31 any Receiver appointed hereunder shall by virtue of that appointment be the agent of the Mortgagor and shall have the following powers:
- (a) to take possession of the Lands and for that purpose to enter into and upon any buildings and premises wheresoever and whatsoever and for that purpose to do any and take any proceedings in the name of the Mortgagor or otherwise as the Receiver may see fit;
 - (b) to carry on or concur in carrying on the business of the Mortgagor on the Lands, including the development thereof, and to employ and discharge agents, workmen, accountants, and others upon the terms and for the salaries, wages, or remuneration that the Receiver shall think proper and to

repair and keep in repair the Lands and to do all necessary acts and things for the carrying on of the business of the Mortgagor on the Lands and the protection of the Lands;

- (c) to cease carrying on the business of the Mortgagor on the Lands and to sell or lease or concur in selling or leasing any or all of the Lands, or any part thereof, and to carry any sale or lease into effect by conveying in the name of or on behalf of the Mortgagor or otherwise, and any sale may be made from time to time as to the whole or any part or parts of the Lands. To this end, the Receiver may:
 - (i) make any stipulations as to title or conveyance or commencement of title or otherwise which the Receiver shall see fit;
 - (ii) enter into or rescind or vary any contracts for the sale of any part of the Lands and may re-sell any of the Lands; and
 - (iii) sell any of the Lands on terms of credit or part cash and part credit or otherwise that shall appear to be most advantageous and at the prices that can reasonably be obtained,

and in the event of a sale on credit, neither the Receiver nor the Mortgagee shall be accountable for or charged with any monies until actually received;
- (d) to make any arrangement or compromise which the Receiver may think expedient in the interest of the Mortgagee and to consent to any modification or change in or omission from the provisions of this Mortgage;
- (e) to exchange any part or parts of the Lands for any other property which the Receiver determines to be suitable for the purposes of the Mortgagor and upon the terms that the Receiver shall see fit and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- (f) to borrow money to carry on the business, if any, of the Mortgagor on the Lands, including the development thereof, or to maintain the whole or any part of the Lands in the amounts that the Receiver may from time to time see fit and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under those certificates shall be a charge on the Lands in priority to this Mortgage;
- (g) to execute and prosecute all suits, proceedings, and actions which the Receiver in his sole discretion may see fit for the proper protection of the Lands, to defend all suits, proceedings, and actions against the Mortgagor or the Receiver, to appear in and conduct the prosecution and defence of

any suit, proceeding, or action then pending or thereafter instituted and to appeal any suit, proceeding, or action;

- (h) to execute and deliver to the purchaser of any part or parts of the Lands, good and sufficient deeds, the Receiver hereby being constituted the irrevocable attorney of the Mortgagor for the purpose of making a sale and executing a deed, and any disposition made as set out in Section 4.1.31(c) or 4.1.31(e) shall be a perpetual bar both in law and equity against the Mortgagor, and all other persons claiming an interest in the Lands or any part or parts thereof by, from, through, or under the Mortgagor and the proceeds of any sale shall be distributed in the manner set out in Section 4.1.32,

and it is agreed that no purchaser at any sale purporting to be made under these powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which any sale shall have been made, or otherwise as to the propriety of any sale or regularity of its proceedings, or be affected by notice that no default has been made or continues, or notice given, or that the sale is otherwise unnecessary, improper, or irregular; and notwithstanding any impropriety or irregularity or notice thereof to that purchaser, the sale as regards that purchaser shall be deemed to be within these powers and be valid accordingly and the remedy (if any) of the Mortgagor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any sale, shall be in damages only;

4.1.32 the net profits of the business of the Mortgagor on the Lands and the net proceeds of any sale of the Lands or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this Mortgage:

- (a) FIRSTLY, in payment to the Receiver on account of all costs, charges, and expenses of and incidental to the appointment of the Receiver and the exercise by the Receiver of all or any of the powers set out in the previous section including the reasonable remuneration of the Receiver and all amounts properly payable by it;
- (b) SECONDLY, in payment to the Receiver and the Mortgagee, as the case may be, on account of all costs, charges, and expenses payable hereunder, including the legal fees of the Receiver and of the Mortgagee on a solicitor and client basis;
- (c) THIRDLY, in payment to the Mortgagee on account of the Indebtedness plus interest thereon as set out above;
- (d) FOURTHLY, in payment to the Mortgagee on account of any other monies remaining unpaid hereunder; and

- (e) FIFTHLY, in payment to the Mortgagor of any surplus, provided that if any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver sees fit in the circumstances;
- 4.1.33 the appointment of any Receiver hereunder shall not render the Mortgagee a mortgagee in possession;
- 4.1.34 the Mortgagee shall not be liable to the Receiver for its remuneration, costs, charges, or expenses and the Receiver shall not be liable for any loss, howsoever arising, unless that loss shall be caused by the gross negligence or willful default of the Receiver and the Mortgagor shall be solely responsible for the acts, defaults, and remuneration of the Receiver;
- 4.1.35 the taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of those covenants or affect the Mortgagee's right to interest at the Mortgage Rate and at the times herein provided and any judgment may provide that interest thereon be computed at the Mortgage Rate until that judgment shall have been fully paid and satisfied;
- 4.1.36 all remedies stipulated for the Mortgagee herein shall be in addition to and not restrictive of the remedies of a mortgagee at law and in equity;
- 4.1.37 each remedy of the Mortgagee may be enforced in priority to or concurrently with or subsequent to any other remedy or remedies of the Mortgagee;
- 4.1.38 the Mortgagee may realize upon various securities and the parts thereof in any order that the Mortgagee may determine and any realization upon any security or securities shall not bar realization upon any other security or securities;
- 4.1.39 any demand, notice, or court process may be effectively given to or served upon the Mortgagor by the Mortgagee:
- (a) by leaving the demand, notice, or court process with an adult person on the Lands, if occupied, or placing it on some portion thereof, if unoccupied;
 - (b) by mailing that demand, notice, or court process by prepaid post to the Mortgagor at the Mortgagor's address set out in the Mortgage Form or at any other address that may be given in writing by the Mortgagor to the Mortgagee;
 - (c) if the Mortgagor is a corporation, by mailing any demand, notice, or court process to the Mortgagor at its registered office; or
 - (d) by publishing the demand, notice, or court process twice in a newspaper published or circulating in the county or district in which the Lands are situate,

and to the Mortgagee by the Mortgagor by mailing any notice by prepaid registered mail to the Mortgagee at the Mortgagee's address set out in the Mortgage Form or to any other address that may be given by the Mortgagee to the Mortgagor;

- 4.1.40 subject to the discharge or partial discharge of this Mortgage as provided in the Project Partnering Agreement, every part into which the Lands are or may hereafter be divided does and shall stand charged with the whole of the monies hereby secured and no person shall have any right to require the monies hereby secured to be apportioned on or in respect of these parts, but the Mortgagee may release any part or parts of the Lands, with or without sufficient consideration, without thereby releasing the Mortgagor from this Mortgage;
- 4.1.41 no sale or other dealing by the Mortgagor with the equity of redemption in the Lands shall in any way change the liability of the Mortgagor or any Covenantor or in any way alter the rights of the Mortgagee as against the Mortgagor or any Covenantor or any other person liable for payment of the monies secured by this Mortgage;
- 4.1.42 if this Mortgage is redeemed by the Mortgagor, it shall be cancelled and shall not be re-issued but:
- (a) any partial payment made by any Covenantor or by the Mortgagor to the Mortgagee; or
 - (b) any ceasing by any Covenantor or the Mortgagor to be indebted to the Mortgagee;

shall be deemed not to be a redemption or cancellation pro tanto or otherwise and this Mortgage shall remain valid security for any subsequent Indebtedness until the Mortgagee has delivered a registrable discharge of this Mortgage to the Mortgagor;

- 4.1.43 any and all payments made by any Covenantor, the Mortgagor or others in respect of the Indebtedness or the other monies hereby secured, and any monies or other proceeds realized from any securities held as security for the Indebtedness (including this Mortgage) may be applied, and re applied, notwithstanding any previous application, on the part or parts of the Indebtedness or the other monies hereby secured as the Mortgagee may see fit;
- 4.1.44 no apparent change in the state of the account of any Covenantor or the Mortgagor with the Mortgagee, by reason of monies deposited or bills of exchange, promissory notes, or other commercial paper discounted or given in renewal, substitution, or alteration of the bills, notes, and paper from time to time held by the Mortgagee or otherwise, shall be deemed to be repayment on account of the Indebtedness or interest or the other monies secured by this Mortgage or any part thereof or call for or require the application of any cash deposits or proceeds as payments on account

of the Indebtedness or the other monies secured by this Mortgage or any part thereof, or in any way affect the security of this Mortgage, unless an authorized employee of the Mortgagee shall give a receipt to the Mortgagor to that effect;

- 4.1.45 every certificate signed by an authorized employee of the Mortgagee purporting to show, at any particular time, the amount of the Indebtedness or any other amount due and payable under this Mortgage shall be prima facie evidence as against the Mortgagor of such amount or rate;
- 4.1.46 any discretion, option, decision or opinion hereunder on the part of the Mortgagee shall be sufficiently exercised or formed if exercised or formed by, or subsequently ratified, by a director or an executive officer of the Mortgagee or any officer or agent appointed by the Mortgagee for such purpose;
- 4.1.47 this Mortgage shall not nor shall anything contained in this Mortgage operate so as to create any merger, rebate, or discharge of any debt owing to the Mortgagee or of any lien, bond, promissory note, bill of exchange, or other security held by or which may hereafter be held by the Mortgagee from any Covenantor or the Mortgagor or from any other person or persons whomsoever, and this Mortgage shall not in any way prejudicially affect any security held or which may hereafter be held by the Mortgagee for the Indebtedness or the other monies hereby secured or any part or parts thereof or the liability of any endorser or any other person upon any lien, bond, promissory note, bill of exchange, or other security or any contract or any renewal or renewals thereof held by the Mortgagee for or on account of the Indebtedness or the other monies hereby secured or any part or parts thereof, nor shall the remedies of the Mortgagee in respect thereof be merged, prejudiced or delayed in any manner whatsoever by the taking of this Mortgage;
- 4.1.48 the Mortgagee may grant time, renewals, extensions, indulgences, releases, and discharges to, may take securities from, and give them and any and all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with any Covenantor and the Mortgagor and all other persons and securities that the Mortgagee may see fit without prejudicing the rights of the Mortgagee under this Mortgage;
- 4.1.49 if the provisions of any section of this Mortgage shall be held to be unenforceable or otherwise invalid, that holding shall not in any way affect the enforceability or validity of the remaining sections of this Mortgage;
- 4.1.50 all amounts payable to the Mortgagee hereunder shall be made without deduction, compensation, set-off, or counterclaim;
- 4.1.51 if this Mortgage is executed by two or more parties comprising the Mortgagor, all covenants and liabilities entered into or imposed upon the Mortgagor shall be deemed to be joint and several obligations of each of such parties;

- 4.1.52 all covenants and liabilities entered into or imposed hereunder upon the Mortgagor shall enure to the benefit of and be binding upon the Mortgagor and the heirs, executors, administrators, and assigns of the Mortgagor (and if the Mortgagor is a corporation, its successors and assigns). All rights, advantages, privileges, immunities, powers, and things hereby secured to the Mortgagee, shall be equally secured to and exercisable by its successors and assigns. Provided that the Mortgagor is not in default of its obligations secured by this Mortgage, the Mortgagee will not assign this Mortgage;
- 4.1.53 the common law right of consolidation is retained and preserved, and the Mortgagee may, in its sole discretion, invoke the right to consolidate at any applicable time, and for the purposes hereof, Section 31 of the Property Law Act (British Columbia) and any other statutory provision abolishing, or purporting to abolish the right of consolidation, is hereby expressly excluded;
- 4.1.54 time shall be of the essence hereof;
- 4.1.55 the Mortgagor will provide written notice to the Mortgagee immediately upon the Mortgagor becoming aware that the Lands or any adjacent property is being or has been contaminated with regulated, hazardous or toxic substances. The Mortgagor will not permit any activities on the Lands which directly or indirectly could result in the Lands or any other property being contaminated with regulated, hazardous or toxic substances. For the purposes of this Mortgage, the term “regulated, hazardous or toxic substances” means any substance, defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial or local statute, regulation or ordinance now or hereafter in effect, or any substance or materials, the use or disposition of which is regulated by any such statute, regulation or ordinance; and
- 4.1.56 the Mortgagor shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal or cleanup of regulated, hazardous or toxic substances in, on, or under the Lands or in, on, or under any adjacent property that becomes contaminated with regulated, hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the Lands, or incorporated in any improvements thereon. The Mortgagee may, but shall not be obligated to, enter upon the Lands and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Mortgagor shall reimburse the Mortgagee on demand for the full amount of all costs and expenses incurred by the Mortgagee in connection with such compliance activities and such costs and expenses:
- (a) shall be a charge on the Lands in favour of the Mortgagee in priority to all claims subsequent to this Mortgage;

- (b) shall be payable by the Mortgagor immediately with interest at the Mortgage Rate until paid;
- (c) shall with interest at the Mortgage Rate be added to the monies hereby secured; and

4.1.57 before commencing any application to court seeking an order for the reorganization of the Mortgagor's financial affairs (whether or not such order is sought pursuant to the provisions of the Companies' Creditors Arrangement Act) in any manner which could limit or restrict the Mortgagee's rights and remedies under this Mortgage, the Mortgagor will give not less than 10 days' notice of such application to the Mortgagee.

5. Notice of Priority

5.1 In respect to the priority to be given this Mortgage:

5.1.1 the Mortgagor shall not be at liberty to, and the Mortgagor hereby covenants to not create or suffer to be created, any mortgage, charge, lien, or encumbrance upon the Lands ranking or capable of ranking in priority to or pari passu with this Mortgage except for the Permitted Encumbrances; and

5.1.2 this provision being a term of this Mortgage, shall be notice within the meaning of Section 27(1)(b) of the Land Title Act (British Columbia) to every person dealing with the Lands that any mortgage, charge, lien, or encumbrance upon the Lands which is registered subsequently to this Mortgage shall be subject to and rank in priority after the right, title, and interest of the Mortgagee under this Mortgage in all respects as if:

- (a) this Mortgage had been executed, delivered, and registered;
- (b) all monies hereby secured had been advanced; and
- (c) demand had been made for repayment of the Indebtedness,

before the execution, delivery, or registration of any subsequently registered mortgage, charge, lien, or encumbrance or the advance of any part of the monies thereby secured and any mortgage, charge, lien, or encumbrance upon the Lands shall so provide but the omission of that provision shall not prejudice the priority of this Mortgage.

6. Power of Attorney

6.1 The Mortgagor hereby irrevocably constitutes and appoints the Mortgagee (with full power of substitution) and any manager, acting manager or account manager of the Mortgagee for the time being as its true and lawful attorney to (in the name of the Mortgagor, or otherwise) exercise, do, or perform any act, right, power, duty or obligation whatsoever that the Mortgagor now has or may have in connection with, arising out of, or relating to this

Mortgage, and without limiting any of the foregoing, if the Mortgagor is a non-resident person for the purpose of the Income Tax Act (Canada) (the “Tax Act”), upon an actual or proposed disposition of the Lands, to send to the Minister of National Revenue, within the time limits set out in the Tax Act for such purposes, a notice in accordance with Section 116(1) or (3) (or any replacement or similar section) of the Tax Act, as applicable, setting forth:

- 6.1.1 the name and address of the person to whom the Lands have been disposed or proposed to be disposed;
 - 6.1.2 a description of the Lands sufficient to identify them;
 - 6.1.3 the estimated or actual amount of the proceeds of disposition to be received or actually received for the Lands; and
 - 6.1.4 the amount of the adjusted cost base to the Mortgagor of the Lands at the time of the sending of the notice.
- 6.2 The power of attorney conferred by this Section shall continue notwithstanding any mental infirmity of the Mortgagor.
 - 6.3 The Mortgagor will provide the Mortgagee with the adjusted cost base and such other information for the Lands as and when requested by the Mortgagee.
 - 6.4 The Mortgagee will not under any circumstances be liable to the Mortgagor or any other person with respect to any act done or any filings made by the Mortgagee pursuant to this Section.
 - 6.5 The Mortgagee may make advances and re-advances to the Mortgagor or any Covenantor in one or more sums at any future date or dates and this Mortgage shall be deemed to be taken as security for the ultimate balance of the Indebtedness and interest thereon at the Mortgage Rate including, without limitation, any part of the Indebtedness arising from current and running accounts between the Mortgagor or any Covenantor and the Mortgagee represented by advances and re-advances by the Mortgagee to the Mortgagor or any Covenantor, at the time of demand hereunder, together with interest thereon at the Mortgage Rate and other monies hereby secured.

7. Covenantor

This paragraph applies if this Mortgage has been executed by a “Covenantor” and if so, the Covenantor for the sum of TEN DOLLARS (\$10.00) of lawful money of Canada and other good and valuable consideration now paid by the Mortgagee to the Covenantor (the receipt and sufficiency of which is hereby acknowledged), hereby covenants, promises and agrees to and with the Mortgagee as a principal debtor and not as a surety:

- 7.1 to duly and punctually pay the Indebtedness, interest and all other moneys from time to time owing on the security of this Mortgage and to observe and perform or cause to be observed and performed all the covenants, agreements, terms, provisos, stipulations, and

conditions herein contained on the part of the Mortgagor to be observed and performed and to indemnify, protect and save harmless the Mortgagee from all loss, costs and damage in respect of this Mortgage and every matter and thing herein contained;

- 7.2 that no release or releases of any portion or portions of the Lands and no indulgence shown by the Mortgagee in respect of any default by the Mortgagor which may arise under this Mortgage and no extension or extensions granted by the Mortgagee to the Mortgagor for payment of the moneys hereby secured, or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Mortgagor, nor any variation in or departure from the provisions of this Mortgage including but not limited to any variation or increase of the Mortgage Rate or any extension of the term of payment of the moneys secured hereunder, nor any taking of further security from the Mortgagor nor any other dealings between the Mortgagee and the Mortgagor, shall in any way prejudice the Mortgagee or modify, alter, vary or affect the liability of the Covenantor in any way under this covenant, which shall continue and be binding on the Covenantor, as well after as before default under, judgment upon, or maturity of this Mortgage, until the Indebtedness, interest and other moneys owing hereunder are fully paid and satisfied;
- 7.3 that the Mortgagee shall not be bound to exhaust its recourse against the Mortgagor or any other person before enforcing its rights against the Covenantor;
- 7.4 that any failure on the part of the Mortgagee to perfect, maintain or enforce its rights, whether due to default, negligence or otherwise on the part of the Mortgagee, with respect to this Mortgage, or any other security granted to the Mortgagee relating to the within mortgage or the moneys secured hereby, shall not prejudice the Mortgagee with respect to its rights pursuant to this covenant and shall not discharge or limit or lessen the liability of the Covenantor pursuant to the terms hereof;
- 7.5 that the release of any person or persons comprising the Covenantor from his or her or its liability hereunder, in whole or in part, shall not affect the liability of any person or persons remaining as Covenantor above, which liability shall in each instance remain unimpaired and still in full force and effect as if each person being so released had not been party to this Mortgage; and
- 7.6 that the Mortgagee may vary any agreement or arrangement with any or all of the persons comprising the Covenantor and grant extensions of time to or otherwise deal with the Covenantor without any consent on the part of the Mortgagor.

In witness whereof and to acknowledge their acceptance of and agreement to be bound by the forgoing express mortgage terms, each of the Persons comprising the Mortgagor and Covenantor has executed the Mortgage Form on the respective dates indicated opposite their names in item 12 thereof.

SCHEDULE "II"
BC HOUSING PARTICIPATING MORTGAGE

LAND TITLE ACT
FORM E
SCHEDULE

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form, or General Instrument form.

5. PAYMENT PROVISIONS:

(l) Balance Due Date: ● *[25 years from the date of registration]*

10. ADDITIONAL OR MODIFIED TERMS:

Original Purchase Price of the Land is ●

Agreed Percentage ● is ●

See Filed Standard Mortgage Terms filed under DF●

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage and any applicable Assignment of Rents in favour of the first Mortgage as filed in the Land Title Office on the same day immediately preceding the registration of this mortgage.

END OF DOCUMENT

STANDARD MORTGAGE TERMS

Filed by: British Columbia Housing Management Commission

Address: 1701 – 4555 Kingsway
Burnaby, BC V5H 4V8

Reference Date: ◆

Mortgage Part 2

This set of standard mortgage terms will be deemed to be included in and form part of every mortgage, which incorporates these standard mortgage terms, by an election in the Mortgage Form. The Mortgage is made pursuant to the *Land Transfer Form Act*, R.S.B.C. 1996.

SECTION 1 DEFINITIONS

1.1 IN THESE STANDARD MORTGAGE TERMS:

- (a) “**Agreed Percentage**” means the percentage specified in item 10 of the Mortgage Form, which was determined prior to the Purchase Date as follows:

$$\text{Principal Amount} \div \text{Original Purchase Price} = \text{Agreed Percentage}$$

- (b) “**Appreciation Amount**” means the amount calculated in accordance with paragraphs 1, 2 and 3 of Schedule “A” attached hereto;
- (c) “**Balance Due Date**” means the date specified in item 5 on page 3 of the Mortgage Form;
- (d) “**Borrower**” means the person or persons named in item 3 on page 1 of the Mortgage Form as a borrower;
- (e) “**Borrower’s Address**” means the postal address of the Borrower specified in item 3 on page 1 of the Mortgage Form or the most recent address stipulated by a written notice given under these standard mortgage terms by the Borrower to the Lender;
- (f) “**Court**” means a court or judge having jurisdiction in any matter arising out of the Mortgage;
- (g) “**Default**” includes each of the events of default specified in SECTION 12 and any

other event of default specified in these standard mortgage terms;

- (h) **“Indebtedness”** means all monies due and payable under the Mortgage, including the Principal Amount and the Appreciation Amount;
- (i) **“Land”** means the land described in item 2 on page 1 of the Mortgage Form, including all buildings, improvements and fixtures that are now or later attached to the Land;
- (j) **“Lender”** means British Columbia Housing Management Commission together with the District of Ucluelet;
- (k) **“Lender’s Address”** means the postal address of the Lender specified in item 4 on page 1 of the Mortgage Form or the most recent address stipulated in a written notice given under these standard mortgage terms by the Lender to the Borrower;
- (l) **“Maturity Date”** means the earlier of the Balance Due Date, the date on which the Lender lawfully demands payment of the Indebtedness or the date that the Borrower elects to prepay the Principal Amount in accordance with these standard mortgage terms;
- (m) **“Mortgage”** means together the Mortgage Form and these standard mortgage terms;
- (n) **“Mortgage Form”** means the Form B provided for under the Land Title (Transfer Forms) Regulations signed by the Borrower and all schedules, including the Form E, and addenda thereto;
- (o) **“Original Purchase Price of the Land”** means the amount specified in item 10 of the Mortgage Form;
- (p) **“Permitted Encumbrances”** means the prior encumbrances listed in item 11 of the Mortgage Form;
- (q) **“Place of Payment”** means the address specified in item 5(k) on page 1 of the Mortgage Form or any other place stipulated by a written notice given by the Lender to the Borrower under the Mortgage;
- (r) **“Principal Amount”** means the amount of money specified in item 5(a) on page 1 of the Mortgage Form together with all money that is later added to the Principal Amount under these standard mortgage terms;
- (s) **“Principal Residence”** means the home that is designated (and is eligible to be

designated) as the owner's principal residence for tax purposes, and where all persons registered on title live permanently for at least 6 months per year in a self-contained unit with access to all living facilities at all times to conduct their daily activities (such as: cooking, sleeping and receiving mail) and is the residential address used by the persons registered on title on documentation including but not limited to identification, vehicle registration and income tax returns;

- (t) **"Prior Charge"** includes any charge, lien, mortgage, or claim against the Borrower or the Land which at any time has priority over the Mortgage, or in respect of which priority is claimed;
- (u) **"Purchase Date"** means the date that the Form A Transfer conveying the Land to the Borrower is tendered for registration at the appropriate Land Title Office;
- (v) **"Taxes"** includes all taxes, rates or assessments of every kind which are payable in connection with the Mortgage or the Land or its use and occupation;
- (w) **"Term"** means that period of time commencing on the Purchase Date and ending on the Balance Due Date; and
- (x) **"Value of the Land"** means the amount calculated in the manner set out in paragraph 4 of Schedule "A" attached hereto.

SECTION 2 PURPOSE OF MORTGAGE

2.1 It is acknowledged that:

- (a) the Mortgage does not require the Borrower to make any payments on account of the Principal Amount until the Maturity Date nor pay interest on the Indebtedness, which will assist the Borrower in purchasing the Borrower's first home; and
- (b) the rights and remedies of the Lender contained in the Mortgage are fair and reasonable given the purpose of the Mortgage and are to be interpreted and enforced in accordance with the plain language contained in the Mortgage

SECTION 3 GRANT OF MORTGAGE

3.1 The Borrower grants and mortgages the Land to the Lender as security for the payment of the Indebtedness and for the performance of the Borrower's covenants and agreements

under the terms of the Mortgage.

**SECTION 4
APPRECIATION AMOUNT**

- 4.1 The Appreciation Amount will be calculated in accordance with Schedule “A” attached hereto and will be paid on the Maturity Date.

**SECTION 5
NO INTEREST**

- 5.1 The Indebtedness will not bear interest nor will the Appreciation Amount be construed as interest.

**SECTION 6
REPAYMENT OF INDEBTEDNESS**

- 6.1 The Indebtedness is secured by the Mortgage and will become due and be payable on the Maturity Date; provided that:
- (a) if the Value of the Land is not sufficient to pay the Indebtedness in full, after the repayment of amounts secured by Prior Charges, the Borrower will not be personally obligated to pay the balance of the Indebtedness; and
 - (b) if the Value of the Land is less than the Original Purchase Price of the Land and the Borrower has equity in the Land which would allow the Indebtedness to be paid in full or in part, the Indebtedness will be reduced in accordance with the calculation set out in Schedule "B".

**SECTION 7
PREPAYMENT**

- 7.1 The Borrower has the right to prepay all, but not less than all, of the Indebtedness at any time upon giving the Lender thirty (30) days written notice.

**SECTION 8
BORROWER’S REPRESENTATIONS AND WARRANTIES**

- 8.1 The Borrower represents and warrants to the Lender that on the Purchase Date:
- (a) the Borrower will be the sole legal and beneficial owner of the Land;
 - (b) the Borrower will have good and marketable title in fee simple to the Land, subject only to the Permitted Encumbrances; and

- (c) the Borrower will have the right to convey and mortgage the Land to the Lender subject only to the Permitted Encumbrances.

SECTION 9 BORROWER'S COVENANTS

9.1 The Borrower covenants with the Lender that:

- (a) the Borrower will comply with all the covenants, terms and conditions contained in the Mortgage and any Prior Charge;
- (b) the Borrower will pay Taxes when due and on request, will deliver to the Lender receipts for payment of Taxes and all notices or statements with respect to Taxes;
- (c) from the Purchase Date to the fifth anniversary of the Purchase Date, the Borrower will use and occupy the Land as the Borrower's Principal Residence;
- (d) the Borrower will not use or permit the Land to be used for illegal purposes;
- (e) every building and improvement on the Land and their use shall at all times comply with all municipal, civic and provincial building, zoning and siting bylaws and every order of a fire marshal or health inspector;
- (f) the Borrower will keep the Land in good condition and repair and will make all repairs to the Land reasonably required by the Lender;
- (g) the Borrower will not do anything that will result in the Value of the Land being decreased;
- (h) the Borrower will advise the Lender in accordance with section 7, of any transfer or agreement to transfer ownership of the Land, and will furnish the Lender with any additional information in connection with such transfer as the Lender may request;
- (i) the Borrower will pay to the Lender when requested to do so all expenses and costs incurred by the Lender to protect the Lender's security and right to be paid the Indebtedness as provided for in the Mortgage. These expenses and costs include the payment of legal fees and disbursements on an indemnity basis and the cost of the time and services of the Lender and the Lender's employees and agents, relating to:
 - (i) enforcing the terms of the Mortgage including the Borrower's obligations under the Mortgage; and

- (ii) collecting and attempting to collect the Indebtedness;
- (j) the Borrower will sign such other documents that the Lender reasonably requires to ensure that payment of the Indebtedness is secured by the terms of the Mortgage;
- (k) upon receiving a written request from the Lender, the Borrower will provide the Lender with confirmation, in writing, as to whether the Borrower is in compliance with the Borrower's obligations contained in these standard charge terms together with supporting documentation to evidence such compliance; and
- (l) the Borrower releases to the Lender all of the Borrower's claims to the Land subject to the Borrower's right to obtain a discharge of the Mortgage upon the Borrower fulfilling the Borrower's obligations under the Mortgage.

SECTION 10 ENVIRONMENTAL

- 10.1 The Borrower will at all times comply with all applicable laws, regulations and orders of all governing authorities relating to environmental, health and safety matters.
- 10.2 If the Land is found to contain any urea-formaldehyde foam insulation, asbestos, or other hazardous or noxious substance, the removal of such substance will be the Borrower's responsibility and will be done at the Borrower's expense.
- 10.3 The Borrower will indemnify and save the Lender harmless from all costs and expenses of any kind, including legal fees and disbursements on an indemnity basis, to which the Lender is put as a result of a breach of the Borrower's covenants contained in SECTIONS 10.1 and 10.2.

SECTION 11 LENDER'S COVENANT

- 11.1 The Lender covenants with the Borrower to execute within a reasonable time, at the Borrower's cost, a discharge of the Mortgage and any other document given to secure repayment of the Indebtedness when the Borrower has performed all the Borrower's covenants and agreements contained in the Mortgage and the Indebtedness has been paid in full. The Lender will register the discharge at the Borrower's cost.

SECTION 12 DEFAULT

- 12.1 It will be a Default under the Mortgage if:
 - (a) the Borrower makes any false statement in connection with the Borrower's

application to be approved by the Lender for the purposes of the Mortgage or in connection with the Borrower's covenant contained in SECTION 9.1(c)

- (b) the Borrower breaches or threatens to breach any covenant or agreement contained in the Mortgage;
- (c) the Borrower does not pay to the Lender the Indebtedness in accordance with the terms and conditions of the Mortgage;
- (d) the Borrower becomes bankrupt or insolvent;

the Borrower does not discharge any claim of lien or judgement registered against the title to the Land in the Land Title Office within thirty (30) days of its registration;

- (e) save and except as provided by SECTION 17.2, the Borrower further encumbers the Land without the express written consent of the Lender;
- (f) the Borrower requests and receives an advance under a Prior Charge that is not insured by mortgage loan insurance;
- (g) the Borrower defaults under a Prior Charge;
- (h) the Borrower does not reside in the Land, as the Borrower's Principal Residence, between the Purchase Date and the fifth anniversary of the Purchase Date; or
- (i) the Borrower conveys all or a part its interest in of the Land other than as permitted under SECTION 17.2.

SECTION 13 ACCELERATION

- 13.1 The Indebtedness will, at the Lender's option, immediately become due and be payable, if:
- (a) a Default occurs; or
 - (b) the Land or any part of the Land is expropriated.

SECTION 14 LENDER'S REMEDIES

- 14.1 Subject to the proviso contained in SECTION 6, if the Indebtedness becomes due and payable, the Lender may, at the Lender's option, and in any order that the Lender chooses, do any one or more of the following:

- (a) demand payment of the Indebtedness;
 - (b) take all legal proceedings to collect the Indebtedness and to enforce all the Borrower's covenants and agreements contained in the Mortgage, and, without limiting the foregoing, to claim and enforce all rights and remedies available to the Lender at law or in equity. The Borrower acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Borrower under this Mortgage;
 - (c) apply to the Court for an order that the Land be sold on terms approved by the Court; and
 - (d) apply to the Court to foreclose the interest of the Borrower in the Land, and any successor in title to the Land, so that when the Court makes its final order of foreclosure, the interest of the Borrower in the Land and any successor in title to the Land will be absolutely vested in and belong to the Lender or other person ordered by the Court.
- 14.2 The Lender may cure in whole or in part any Default under the Mortgage and any default under a Prior Charge or pay any money expressed to be due under a claim of lien and pay Taxes when due and any money so paid by the Lender will be included in the Indebtedness and will be paid by the Borrower to the Lender on demand.
- 14.3 No waiver or failure to enforce any of the Lender's rights under the Mortgage will prejudice the rights of the Lender to enforce such rights on any future occasion.

SECTION 15 CONDOMINIUM PROVISIONS

- 15.1 If the Land is or becomes a strata lot created under the *Strata Property Act*, S.B.C. 1998, c. 43, the following provisions will apply:
- (a) the Borrower will pay when due all money owing to the strata corporation;
 - (b) the Borrower will comply with, observe and perform all of the provisions of the *Strata Property Act* and the by-laws, rules and regulations of the strata corporation;
 - (c) subject to the rights of a prior financial chargeholder, the Borrower grants to the Lender the Borrower's power to vote at all meetings of the strata corporation so far as the *Strata Property Act* permits, but if the Lender does not exercise such power, the Borrower may do so;

- (d) at the request of the Lender, the Borrower will deliver promptly to the Lender a copy of every document to which the Borrower is entitled under the *Strata Property Act* or the by-laws of the strata corporation;
- (e) at the request of the Lender, the Borrower will instruct the strata corporation to release any records or other documents of the strata corporation that the Borrower is entitled to inspect or obtain, to the Lender; and
- (f) if the strata corporation transfers, charges or adds to its common property or amends its by-laws without the consent of the Lender and if, in the opinion of the Lender, the Value of the Land is thereby reduced, the Indebtedness will become due on demand by the Lender.

SECTION 16 LEASEHOLD INTEREST

- 16.1 If the Borrower's interest in the Land is a leasehold interest, then the grant and mortgage herein will be construed as a grant and mortgage of the unexpired term of the lease, less the last day of the term of the lease, the representations and warranties contained in SECTION 8 of these standard mortgage terms will not apply and the provisions of SECTION 16.2 will apply instead.
- 16.2 The Borrower represents and warrants to the Lender that on the Purchase Date:
- (a) the lease will be a good, valid and subsisting lease and has not been surrendered, forfeited, amended, or become void or voidable and the rents and covenants reserved under the lease will have been duly paid and performed by the Borrower;
 - (b) the Borrower will be the sole tenant of the Land;
 - (c) the Borrower will have the right to charge and sublet the Borrower's leasehold interest in the Land to the Lender in the manner provided in the Mortgage and, if required, has obtained the landlord's consent to the Mortgage; and
 - (d) neither the Borrower nor any other person will have made, done, or suffered any act to encumber the lease or any part thereof, save and except as provided in the Permitted Encumbrances.
- 16.3 The Borrower covenants with the Lender that during the Term, the Borrower will not amend or surrender the lease without the written consent of the Lender and will pay the rent reserved by the lease and perform and observe the covenants, provisos, and conditions contained in the lease on the Borrower's part to be performed and observed.

**SECTION 17
PRIORITY**

- 17.1 The Mortgage has priority over all other mortgages, charges, liens or claims which are registered against the title to the Land subsequent to the date of registration of the Mortgage notwithstanding the respective date of the execution or delivery of the Mortgage or the execution, delivery or advance of funds under such other mortgages, charges, liens or claims.
- 17.2 The Lender will grant priority to a new first mortgage provided that the new first mortgage is granted by the Borrower as a result of the refinancing of a prior financial charge that is a Permitted Encumbrance, the unamortized portion of the principal secured by the new first mortgage is not increased and the remaining terms of the new first mortgage do not adversely impact the security granted to the Lender under the Mortgage.

**SECTION 18
INDEMNITIES**

- 18.1 Any indemnity provided by the Borrower in the Mortgage will survive the Term and will continue to be in full force and effect subject to any legislation limiting the Lender's right to pursue a claim under the indemnity.

**SECTION 19
GENERAL PROVISIONS**

- 19.1 The Lender will not be responsible to maintain or preserve the Land or to account for any money not actually received by the Lender.
- 19.2 Nothing done by the Lender nor any provision of the Mortgage will make the Lender a “mortgagee in possession”.
- 19.3 A sale of the Land by the Borrower does not relieve the Borrower from performing all of the Borrower’s obligations under the Mortgage.
- 19.4 If all or any part of the Land is expropriated then all compensation or payments made for such expropriation, subject to payments due under a Permitted Encumbrance, will be paid to the Lender towards payment of the Indebtedness and the Borrower assigns the right to receive such compensation or payments to the lender.
- 19.5 If any of the terms of the Mortgage are found to be invalid or unenforceable in whole or in part then such invalid or unenforceable provision, covenant or agreement or part thereof will be severed from and not affect the validity or enforceability of the remainder of the Mortgage.

- 19.6 Any notice to be given by one party to the other may be given by delivery or by regular mail to the Borrower's Address or the Lender's Address as the case may be and such notice, if given by mail, will, in the absence of a threatened or actual postal disruption, be deemed to have been received five (5) days after mailing provided that the notice is mailed, postage prepaid, within British Columbia. In the event of a threatened or actual postal disruption any notice will be given by delivery to the party to whom it is to be given and the notice will be deemed to have been received on the day it is delivered.
- 19.7 Any reference in the Mortgage to a statute will include any successor statute and any amendments and regulations in force from time to time.
- 19.8 Time is of the essence of the Mortgage.
- 19.9 If the Borrower is comprised of two or more persons then all covenants of the Borrower will be joint and several.
- 19.10 The use of the singular or either gender in the Mortgage will include the plural, other gender, body corporate or body politic, where appropriate.
- 19.11 The Mortgage will be binding on the Borrower and on the Borrower's Executors, administrators, assigns and successors in title.
- 19.12 The Lender may assign the Mortgage without the consent of the Borrower and the Borrower irrevocably agrees that the Lender may collect, use and disclose all personal information included in or relevant to the Mortgage, including credit and Default information, with respect to the Borrower in connection with such assignment or collection or enforcement proceedings in respect of the Mortgage.

SECTION 20 NO PARTNERSHIP

- 20.1 Nothing contained in the Mortgage will create any relationship between the Lender and the Borrower other than that of a lender and a borrower, and the Lender does not in any way or for any purpose become a partner with the Borrower, or a joint venturer or a member of a joint or common enterprise with the Borrower, nor is the relationship of principal and agent created by the entering into of the Mortgage.

Schedule "A"
Calculation of the Appreciation Amount

1. The Appreciation Amount is to be calculated as follows:

$$\begin{aligned} & (\text{Value of the Land as at the Maturity Date} - \text{Original Purchase Price of the Land}) \times \text{Agreed} \\ & \qquad \qquad \qquad \text{Percentage} \\ & = \text{Appreciation Amount} \end{aligned}$$

2. The following is an example of the calculation of the Appreciation Amount:

EXAMPLE:	
Original Purchase Price of the Land:	\$500,000
Value of the Land as at the Maturity Date:	\$600,000
Agreed Percentage:	10%
Appreciation Amount:	(\$600,000 - \$500,000) x 10% = \$10,000
Indebtedness:	
Principal:	\$50,000
Appreciation Amount:	<u>\$10,000</u>
Total Indebtedness:	<u>\$60,000</u>

3. In order for the Appreciation Amount to be payable, the Value of the Land as at the Maturity Date must be greater than the Original Purchase Price of the Land.
4. The Value of the Land as at the Maturity Date will be determined as follows:
- (a) if the Maturity Date occurs because the Borrower elects to pre-pay the Mortgage, the Value of the Land will be the assessed value shown on the most recent Property Assessment Notice for the Land issued by the BC Assessment Authority, or at the option of the Lender, the Value of the Land will be determined by a licensed real estate appraiser, selected by the Lender and at the Lender's cost, who will provide an opinion (the "**Fair Market Value Opinion**") as to the Value of the Land as at the date the Borrower elects to pre-pay the Mortgage;
 - (b) if the Maturity Date occurs because the Land is being sold, other than pursuant to SECTION 14.1(c), the Value of the Land will be the greater of the sale price of the Land or the assessed value shown on the most recent Property Assessment

Notice issued by the BC Assessment Authority for the Land; and

- (c) if the Maturity Date occurs and the Lender initiates proceedings pursuant to SECTION 14.1(c) then the Value of the Land will be the value determined by the Court.

Schedule "B"**Calculation of the Reduction of Indebtedness in the Event that the Value of the Land is less than the Original Purchase Price of the Land**

1. The reduction in the Indebtedness is to be calculated as follows:

$$\frac{(\text{Original Purchase Price of the Land} - \text{Value of the Land as at the Maturity Date}) \times \text{Agreed Percentage}}{1} = \text{Reduction Amount}$$

2. The following is an example of the calculation of the Reduction Amount:

EXAMPLE:	
Original Purchase Price of the Land:	\$500,000
Value of the Land as at the Maturity Date:	\$400,000
Agreed Percentage:	10%
Reduction Amount:	(\$500,000 – \$400,000) x 10% = \$10,000
Indebtedness:	
Principal:	\$50,000
Reduction Amount:	<u>\$10,000</u>
Total Indebtedness:	<u>\$40,000</u>

3. In order for the Reduction Amount to be applicable, the Original Purchase Price of the Land must be greater than the Value of the Land as at the Maturity Date.
4. The Value of the Land as at the Maturity Date will be determined as follows:
- (a) if the Maturity Date occurs because the Borrower elects to pre-pay the Mortgage, the Value of the Land will be the assessed value shown on the most recent Property Assessment Notice for the Land issued by the BC Assessment Authority, or at the option of the Lender, the Value of the Land will be determined by a licensed real estate appraiser, selected by the Lender and at the Lender's cost, who will provide an opinion (the "**Fair Market Value Opinion**") as to the Value of the Land as at the date the Borrower elects to pre-pay the Mortgage;
 - (b) if the Maturity Date occurs because the Land is being sold, other than pursuant to SECTION 14.1(c), the Value of the Land will be the greater of the sale price of

the Land or the assessed value shown on the most recent Property Assessment Notice issued by the BC Assessment Authority for the Land; and

- (c) if the Maturity Date occurs and the Lender initiates proceedings pursuant to SECTION 14.1(c) then the Value of the Land will be the value determined by the Court.

END OF DOCUMENT

SCHEDULE "III"
ALLOCATION OF THE BENEFITS AMOUNT

Estimated original District contribution	\$ 320,000.00
Additional District contribution	\$ 330,000.00
Estimated developer cash contribution	\$ 416,200.00
Estimated BC Housing interest savings	<u>\$ 83,800.00</u>
Total Estimated Costs	<u>\$ 1,150,000.00</u>

UNIT	ESTIMATED PURCHASE PRICE	ESTIMATED BENEFIT AMOUNT
1	\$ 500,000.00	\$ 440,000.00
2	\$ 435,000.00	\$ 382,500.00
3	\$ 485,000.00	\$ 430,000.00
4	\$ 485,000.00	\$ 430,000.00
5	\$ 485,000.00	\$ 436,500.00
6	\$ 490,000.00	\$ 441,000.00
7	\$ 425,000.00	\$ 382,500.00
10	\$ 425,000.00	\$ 382,500.00
13	\$ 425,000.00	\$ 382,500.00
14	\$ 475,000.00	\$ 425,000.00
17	\$ 435,000.00	\$ 382,500.00
18	\$ 435,000.00	\$ 382,500.00

20	\$ 435,000.00	\$ 382,500.00
22	\$ 485,000.00	\$ 430,000.00
24	\$ 485,000.00	\$ 430,000.00
25	\$ 435,000.00	\$ 382,500.00
26	\$ 435,000.00	\$ 382,500.00
27	\$ 435,000.00	\$ 382,500.00
28	\$ 435,000.00	\$ 382,500.00
30	\$ 485,000.00	\$ 430,000.00
32	\$ 490,000.00	\$ 430,000.00
33	\$ 490,000.00	\$ 430,000.00

SCHEDULE "IV"
INTENTIONALLY DELETED

SCHEDULE "V"
DESIGNATED MODULAR HOMES
AND
PURCHASE PRICES

UNIT	ESTIMATED PURCHASE PRICE
1	\$ 500,000.00
2	\$ 435,000.00
3	\$ 485,000.00
4	\$ 485,000.00
5	\$ 485,000.00
6	\$ 490,000.00
7	\$ 425,000.00
10	\$ 425,000.00
13	\$ 425,000.00
14	\$ 475,000.00
17	\$ 435,000.00
18	\$ 435,000.00
20	\$ 435,000.00
22	\$ 485,000.00
24	\$ 485,000.00
25	\$ 435,000.00
26	\$ 435,000.00

27	\$ 435,000.00
28	\$ 435,000.00
30	\$ 485,000.00
32	\$ 490,000.00
33	\$ 490,000.00

SCHEDULE "VI"
ELIGIBLE PURCHASERS

“Eligible Purchaser” means a person or persons who:

- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 24 months;
- (ii) has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a person who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the Employment and Assistance for Persons with Disabilities Act;
- (iii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world;
- (iv) has a gross annual household income meeting the requirements of the Affordable Home Ownership Program administered by BC Housing, and not exceeding \$119,272; and,
- (v) is participating in the Affordable Home Ownership Program administered by BC Housing and who intends to occupy an AHOP Home as a principal residence for at least 5 years after the day he, she or they become the registered owner of that AHOP Home.

SCHEDULE "VII"
LANDS

Those lands civically known as ●, Ucluelet, BC and having a legal description of PID: ●, (Legal Description)

SCHEDULE "VIII"
NON-DESIGNATED MODULAR HOMES

LOTS
8
9
11
12
15
16
19
21
23
29
31

SCHEDULE "IX"
AHOP – SECTION 219 COVENANT

**AHOP
SECTION 219 COVENANT**

**EXPRESS CHARGE TERMS
TERMS OF INSTRUMENT – PART 2**

WHEREAS:

- A. The Commission, on behalf of His Majesty the King in Right of the Province of British Columbia, provides, or assists in providing, housing for persons with limited incomes and/or for persons with special housing requirements;
- B. The Transferor wishes to develop the Improvements on the Land so that the Designated Modular Homes can be sold to Eligible Purchasers, and wishes to obtain the Transferee's assistance in carrying out this objective;
- C. The Transferor has acknowledged to the Transferee that:
- (i) the Transferor is entering into this Agreement to benefit the public interest;
 - (ii) the provision of affordable housing is in the public interest and is more important than the fact that the Property may be kept out of commerce;
 - (iii) the Transferor is willing to give to the Transferee whatever covenants, restrictions, assurances, rights, and remedies as are agreed to by both parties to ensure that the foregoing objectives are carried out so that the Designated Modular Homes are sold to Eligible Purchasers; and
 - (iv) the rights and remedies of the Transferee hereunder or under any contract pertaining to the Property to which the Transferee is a party, are fair and reasonable and ought never to be construed as containing terms which are considered a penalty or forfeiture;
- D. Section 219 of the *Land Title Act* of British Columbia provides, amongst other things, that a covenant, whether of a negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land may be registered as a charge against title to that land, in favour of a Crown agency and in favour of the District;
- E. The Commission is a Crown agency pursuant to Section 10 of the *Ministry of Lands, Parks and Housing Act* of British Columbia but may, on behalf of the Government of the Province of British Columbia, carry out its duties and functions in its own name; and
- F. The Transferor has agreed to enter into this Agreement to ensure that the Property is used only for the objectives stated in paragraph C of these recitals.

THEREFORE in consideration of the premises and of the mutual covenants contained herein, and in further consideration of the sum of \$1.00 now paid by each party to the other, the receipt and sufficiency of which each party hereby acknowledges.

SECTION 1
INTERPRETATION

1.1 **Definitions.** In this Agreement:

- (a) “Agreement” means the General Instrument Part 1 and these Express Charge Terms under Part 2;
- (b) “Commission” means the British Columbia Housing Management Commission, or its successors in function;
- (c) “Covenant” means the Section 219 Covenant set out in Section 4.1 herein;
- (d) "Designated Modular Homes" means those modular homes listed on Schedule "A" attached hereto;
- (e) "District" means the District of Ucluelet;
- (f) "Eligible Purchasers" means individuals who meet the eligibility criteria set out in Schedule "C" attached hereto;
- (g) “General Instrument Part 1” means Part 1 of the General Instrument as prescribed by the Land Title (Transfer Forms) Regulation, as amended;
- (h) “Improvements” means those improvements, structures, buildings, fixtures, equipment and systems which now exist, or which will be constructed on the Land;
- (i) “Interest in the Property” means the Transferor’s registered and beneficial right, title and estate in and to the Property;
- (j) “Land” means that certain parcel or those certain parcels of land, or any part thereof, described in Item 2 of the General Instrument Part 1;
- (k) “Landlord” means the landlord named in the Lease if the Interest in the Property is a leasehold interest;
- (l) “Lease” means the lease of the Property granted to the Transferor by the Landlord if the Interest in the Property is a leasehold interest;
- (m) “Permitted Encumbrances” means those charges or encumbrances set forth in Schedule “B” and any other encumbrances from time to time approved in writing by the Commission;
- (n) “Person” means any association, society, corporation, individual, joint-stock company, joint venture, partnership, trustee, administrator, legal representative, unincorporated organization, or Statutory Authority;
- (o) “Property” means the Land and Improvements;

- (p) "Second Mortgage" means a mortgage to be granted by a Eligible Purchaser in favour of the Commission upon the Eligible Purchaser becoming the registered owner of a Designated Modular Home;
- (q) "Statutory Authority" means any federal, provincial, regional, municipal, or other government or authorized agency, department or ministry thereof, which has jurisdiction with respect to any matter referred to in this Agreement;
- (r) "Transferee" means the Commission together with the District; and
- (s) "Transferor" means the Person named in the General Instrument Part 1 as Transferor.
- 1.2 **Time**. Time will be of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. If a time is specified in this Agreement for observing or performing any obligation, such time will be then local Vancouver, British Columbia time.
- 1.3 **Governing Law**. This Agreement will be governed by and construed and enforced in accordance with the laws of British Columbia, and the laws of Canada applicable therein.
- 1.4 **References**. In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- 1.5 **Construction**. The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit, or aid in the construction of any provision contained in this Agreement. In all cases, the language in this Agreement will be construed simply, according to its fair meaning, and not strictly for or against either party.
- 1.6 **No Limitation**. The word "including" when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items whether or not non-limiting language such as "without limitation" or "but not limited to" or words of similar import are used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
- 1.7 **Validity of Provisions**. If a Court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement which will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein and such other provisions will be enforceable to the fullest extent permitted at law or in equity.
- 1.8 **No Waiver**. Failure by either party to exercise any of its rights, powers or remedies hereunder, or its delay to do so, shall not constitute a waiver of those rights, powers or remedies unless such waiver is in writing. No waiver made with respect to a particular

right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

- 1.9 **Statutes**. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect, and to any statute or regulation that may be passed that have the effect of supplementing or superceding such statute or regulation.
- 1.10 **Remedies**. Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement. No reference to nor exercise of any specific right or remedy under this Agreement or at law or in equity by either party will prejudice, limit or preclude that party from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or remedy, but either party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Transferor acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Transferor under this Agreement.
- 1.11 **Schedules**. The following schedules are attached to and form part of this Agreement:
- | | |
|--------------|--------------------------------|
| Schedule "A" | Designated Modular Homes |
| Schedule "B" | Permitted Encumbrances |
| Schedule "C" | Eligible Purchasers – Criteria |

SECTION 2

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE TRANSFEROR

- 2.1 **Representations and Warranties of the Transferor**. Regardless of any independent investigations that the Transferee may cause to be made, the Transferor represents and warrants to the Transferee as follows:
- (a) the Transferor is a Company duly organized, validly existing and in good standing under the laws of British Columbia;
 - (b) the Transferor is not a non-resident of Canada within the meaning of the *Income Tax Act* of Canada;
 - (c) the Transferor has sufficient power, authority and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized by all necessary proceedings; and
 - (d) the execution of this Agreement by the Transferor will not constitute a breach by the Transferor of any statute, regulation or its constating documents, or of any agreement to which it is a party, or by which it is bound;

- (e) the Transferor has good and marketable title to the Interest in the Property, free and clear of all liens, encumbrances, charges, encroachments, defects in title, equities or claims, except for Permitted Encumbrances;
- (f) if the Interest in the Land is a leasehold interest, the Lease is in good standing and the Transferor has observed or performed all its obligations under the Lease as required by the Lease.

2.2 **Covenants of the Transferor.** The Transferor covenants and agrees with the Transferee as follows:

- (a) the representations and warranties contained in Section 2.1 will be true and correct on the date of this Agreement and will remain true and correct throughout the term of this Agreement;
- (b) the Transferor shall act reasonably and cooperate with the Transferee at all times and shall provide information reasonably required by the Transferee without delay; and
- (c) the Transferor shall not, without the Transferee's prior written consent, transfer, mortgage, charge or otherwise encumber the Property, except by the Permitted Encumbrances

SECTION 3

SECTION 219 COVENANT

3.1 **Restriction on Use.** The Transferor hereby covenants with the Transferee, pursuant to Section 219 of the *Land Title Act* of British Columbia, with the intent that this Section 219 Covenant will be registered as a charge against the Interest in the Property and the burden of which will run with the Interest in the Property, and will also bind the Transferor contractually, during such time as the Transferor has an Interest in the Property, that the Transferor will only sell the Designated Modular Homes to Eligible Purchasers pursuant to a contract of purchase and sale that has been approved by the Transferee:

SECTION 4

INDEMNITY

4.1 **Indemnity.** The Transferor will indemnify and save harmless the Transferee and the Government of the Province of British Columbia and each of their ministers, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, causes of action, damages, losses, deficiencies, costs, liabilities and expenses which may be made or brought against the Transferee or the Government of the Province of British Columbia, or which the Commission or the Government of the Province of British Columbia may suffer or incur as a result of, in respect of, or arising out of:

- (a) any non-performance or non-fulfillment of any covenant on the part of the Transferor contained in this Agreement;
- (b) any misrepresentation, inaccuracy or breach of any representation or warranty made by the Transferor contained in this Agreement;
- (c) any other act or omission of the Transferor or its officers, directors, employees, agents, contractors or other persons for whom the Transferor is at law responsible;
or
- (d) the Transferee remedying any default by the Transferor in observing or performing its obligations under this Agreement or enforcing the obligations of the Transferor under this Agreement.

This indemnity forms an integral part of the Covenant.

- 4.2 **Release.** The Transferor releases the Transferee and the Government of the Province of British Columbia, and each of their ministers, officers, directors, employees and agents and their heirs, executors, administrators, personal representatives, successors and assigns absolutely and forever, from any claims the Transferor may have against all or any of them for costs, expenses, or damages the Transferor may suffer, incur, or be put to arising out of or in connection with the terms contained in this Agreement and, from all claims arising out of advice or direction respecting the use, development, operation or lease of the Property given to the Transferor by any of them.

SECTION 5

G. GENERAL PROVISIONS

- 5.1 **Notices.** Unless otherwise specified:

- a) each notice to the Transferor must be given in writing and delivered, personally, or by courier to the Transferor as follows:

ACMC Holdings Ltd.
#326 – 198 East Island Highway
PO Box 1867
Parksville, BC V9P 2H6

Attention: Andrew Charles McLane

or to any other address or person that the Transferor designates;

- b) each notice to the District must be given in writing and delivered, personally, or by courier to the District as follows:

District of Ucluelet
200 Main Street, PO Box 999
Ucluelet, BC V0R 3A0

Attention: ◆

or to any other address or person that the District designates;

- c) each notice to the Commission must be given in writing and delivered personally or by courier to the Commission, Attention: Manager Real Estate Services, at the address shown as the registered office of the Commission in the records maintained by the British Columbia Registrar of Companies as of the date upon which the notice is sent, or to any other address or person that the Commission designates. Any notice, if delivered personally or by courier, will be deemed to have been given when actually received.
- 5.2 **Fees.** Each of the Transferor, the Commission and the District will pay its own legal fees.
- 5.3 **Enuring Effect.** This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the Transferor and the Transferee.
- 5.4 **Discharge.** The Transferor or an Eligible Purchaser may require that the Transferee execute and deliver to the Transferor or Eligible Purchaser a partial release in registrable form of this Covenant upon the Eligible Purchaser becoming the registered owner of a Designated Modular Home and the Second Mortgage has been registered as a charge against the title to the Designated Modular Home.
- 5.5 **Modification or Amendment.** Except as expressly provided in this Agreement, no amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each person that is a party to this Agreement at the time of the amendment, supplement, restatement or termination.
- 5.6 **Counterparts.** This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered is an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto acknowledge that the parties have duly executed this Agreement by signing on the Form C and Form D, constituting pages 1 and 2 hereof.

SCHEDULE "A"**DESIGNATED MODULAR HOMES**

STRATA LOT
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SCHEDULE “B”

PERMITTED ENCUMBRANCES

LEGAL NOTATIONS

Permit under Part 14 of the *Local Government Act*, See CA8615567

Permit under Part 14 of the *Local Government Act*, See CA8615573

CHARGES & ENCUMBRANCES - EXISTING

Covenant EX125879 (modified by FB49737, FB439221 and CA8610812)

Covenant FB154804

Covenant FB154853

Statutory Building Scheme FB154882

Easement FB238771

Option to Purchase CA8610814

Covenant CA8610815

SCHEDULE “C”**ELIGIBLE PURCHASERS**

“Eligible Purchaser” means a person or persons who:

- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 24 months;
- (ii) has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a person who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the Employment and Assistance for Persons with Disabilities Act;
- (iii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world;
- (iv) has a gross annual household income meeting the requirements of the Affordable Home Ownership Program administered by BC Housing, and not exceeding \$119,272; and,
- (v) is participating in the Affordable Home Ownership Program administered by BC Housing and who intends to occupy an AHOP Home as a principal residence for at least 5 years after the day he, she or they become the registered owner of that AHOP Home.



March 10, 2023

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

Attn: Marilyn McEwen, Mayor, and Bruce Greig, Manager of Community Planning
Re: Lot 13, Ucluelet

Dear Mr Marilyn McEwen and Bruce Greig,

The HousingHub, a newly established division of BC Housing, was created to fulfil a new mandate – to supply housing for the middle-income household. As part of this initiative, the HousingHub seeks to utilize partnerships with the development community and Developers to create projects that serve the needs of the middle-income households in communities across our province. In particular, the HousingHub's Affordable Home Ownership Program aims to increase the supply and range of affordable housing options in the independent range of the Housing Continuum.

In mid 2019, Andrew McLane, Personal Real Estate Corporation approached the HousingHub to explore the opportunity to develop Lot 13, Ucluelet with a partnership. The development would create approximately 33 individual rental and ownership units on the site and would have a positive impact in the community for a new supply option for rental and affordable ownership housing. After careful analyses and review of the opportunity, we found that the development meets the overall program intent, goal, principles, target population and core elements of the HousingHub.

We understand that the affordable home ownership aspect of the project will not be possible without partnership with District of Ucluelet and their acceptance of concessions and look to the District to provide direction and clarity on the process over the next few months given the costly nature of holding land.

In the current state of the project, the HousingHub has reviewed information from the District as well as the Developer to initially summarize the following proposed financial contributions to the Affordable Home Ownership Program. The figures below have changed slightly from the first iteration as the Developer has lowered the price points for unit sales, resulting in lower income ranges required to be eligible to purchase units.

Table 1: Estimated AHOP 2nd mortgage breakdown. Please note all estimated contributions and 2nd mortgage value is subject to change depending on the final project metrics and has only been provided for discussion purposes only. The HousingHub is not able to guarantee any of these contributions or the value of the 2nd mortgages at this time and the final amount may differ from noted in the above table.

Estimated Original Municipal contribution:	\$320,000
Additional Municipal contribution request:	\$330,000
Estimated Developer cash contribution:	\$367,200
Estimated BC Housing interest savings:	\$83,800
Total estimated contributions and 2nd mortgage value:	\$1,101,000

Table 2: Estimated AHOP Unit Price Points. Please note that depending on the municipal and HousingHub approvals as well as entering into legal agreements with the Developer, the information contained in the above Table is for discussion purposes only and the final amounts may differ from noted in the above table.

Unit Type	Number of Units	Average Market Value	Average AHOP 2 nd Mortgage Value	Average Purchaser 1 st Mortgage Responsibility (After min 5% down payment)	Average Purchaser Income Required
2 BR	12	\$ 437,083	\$ 45,625	\$ 369,604	\$ 88,101
3 BR	10	\$ 486,500	\$ 55,350	\$ 406,825	\$ 96,974

This letter confirms that the HousingHub is interested in participating in the proposed affordable ownership-based housing at the addresses listed above with Andrew McLane. However BC Housing's final participation is contingent on the final negotiated business deal for the inclusion of affordable home ownership on being approved by our Executive Committee. The development dually accomplishes objectives set by Andrew McLane and the HousingHub while more importantly, benefiting future residents with the creation of new ownership units.

We value this potential partnership and see this as a positive response in alleviating the pressures faced in the neighbourhood with respect to affordable housing and additional supply for middle income households in Ucluelet.

Yours truly,



Raymond Kwong
 Provincial Director, HousingHub
 BC Housing



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

THIS MEMORANDUM OF UNDERSTANDING is dated for reference: June 10, 2020

BETWEEN

DISTRICT OF UCLUELET
200 Main Street, Ucluelet, British Columbia V0R 3A0

(the "District")

AND

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
Suite #1701 - 4555 Kingsway, Burnaby, British Columbia V5H 4V8

("BC Housing")

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

BC Housing AHOP Master Partnering MOU

MOU

PART 1 – INTRODUCTION

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

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

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

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

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

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

PART 2 – GOALS

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

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

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

PART 3 – OUTLINE OF THE AFFORDABLE HOME OWNERSHIP PROGRAM

The Developments will be constructed by developers and the approved number of AHOP Homes will be made available for sale to middle income households who meet Program eligibility

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

² As defined in the Affordable Home Ownership Program Framework.

BC Housing AHOP Master Partnering MOU

requirements, as described in the Program framework ("**Eligible Purchasers**"). Initial sale of all AHOP Homes in the Developments will be limited to Eligible Purchasers.

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

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

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

PART 4 – ROLES AND RESPONSIBILITIES

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

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

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

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

PART 5 – INVESTMENT OF AHOP MORTGAGE PROCEEDS

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

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

BC Housing AHOP Master Partnering MOU

investment of AHOP Mortgage proceeds and the permitted use and objectives associated with the designated fund.

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

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

PART 6 – MUNICIPAL APPROVALS

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

PART 7 – PUBLIC CONSULTATION

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

PART 8 – COMMUNICATION

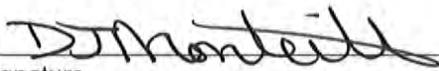
BC Housing and the District will jointly agree on all major communications activities and materials relating to the subject matter of this MOU and any Developments resulting from it.

BC Housing AHOP Master Partnering MOU

DISTRICT OF UCLUELET

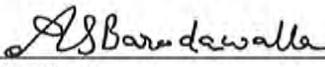
Per its authorized signatories


 Signature _____ Date Signed June 24, 2020
Mark Boyesen, CAO
 Print Name and Title _____


 Signature _____ Date Signed June 24, 2020
DONNA MONTEITH, CFO
 Print Name and Title _____

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Per its authorized signatories


 Signature _____ Date Signed June 24th 2020
 Vice President, Corporate Services & CFO
 Print Name and Title _____


 Signature _____ Date Signed June 24, 2020
 Vice President, Development and Asset Strategies
 Print Name and Title _____



REPORT TO COUNCIL

Council Meeting: December 7th, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

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

SUBJECT: THE CABINS AT TERRACE BEACH – LICENCE OF OCCUPATION FOR TRAIL/OCCUPANCY AND S.219 COVENANT **REPORT NO:** 23- 158

ATTACHMENT(S): APPENDIX A – EXCERPT S.219 COVENANT CA9320013
APPENDIX B – SUBDIVISION PLAN EPP117265
APPENDIX C – SRW PLAN EPP117266

RECOMMENDATION:

THAT Council authorize the District of Ucluelet’s Corporate Officer to execute a Licence of Occupation with the Province of British Columbia for that portion of the Terrace Beach trail overlapping the area of Crown Land which intersects the trail Statutory Right-of-Way EPP117266.

BACKGROUND:

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

Council received a report on [September 5, 2023](#), addressing the covenant on the old, closed Peninsula Road parcel where new guest cabins are under construction. At that time Council authorized that occupancy be granted for the first 10 of 12 cabins under construction on the property.

Discussion:

Construction of the cabins is almost complete. The owners have prepared and signed the subdivision plans to consolidate the parcels, and provide the statutory rights-of-way, as agreed to in the restrictive covenant. The documents are ready for registration with the Land Title Office

but doing so requires assent by the Province to allow the pathway Statutory Right of Way (SRW) to overlap a portion of Crown land – the bed of a watercourse that was returned to the Crown as part of defining the natural boundary during the subdivision of the neighbouring lot in 1997.

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

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

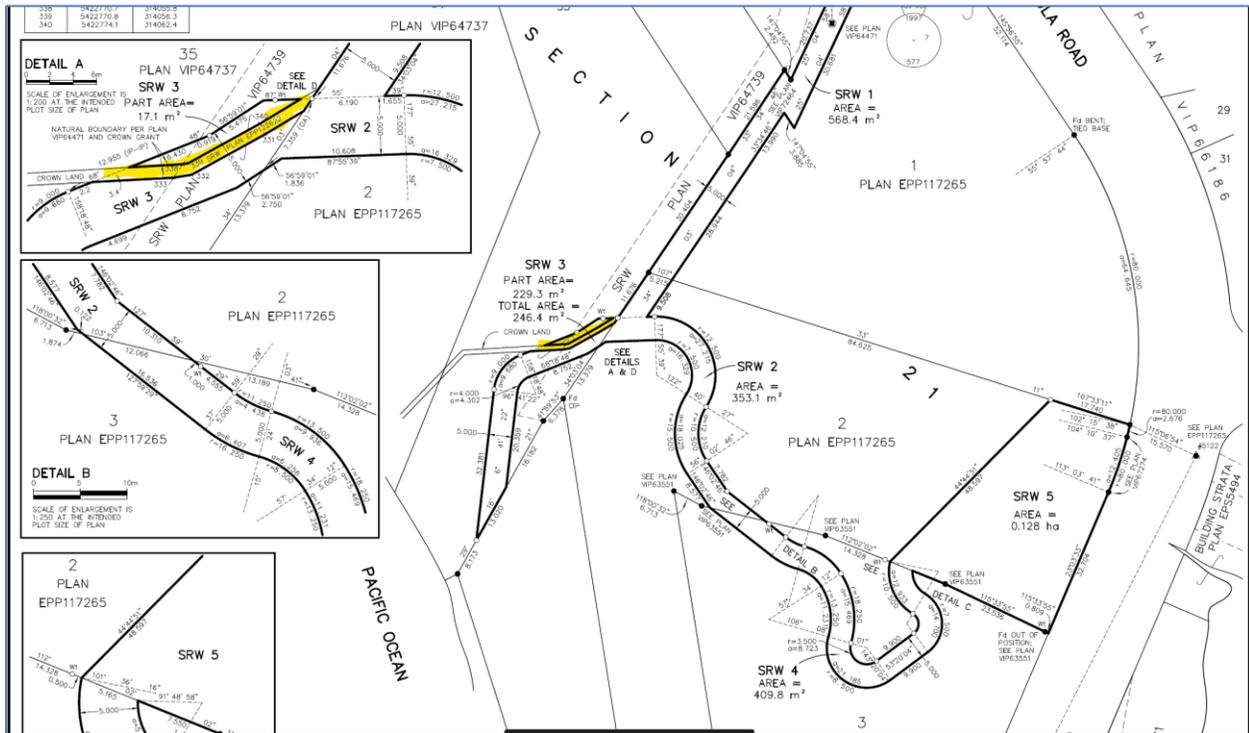


Figure 1: excerpt from survey plan. Area highlighted in yellow would be the area of the proposed Licence of Occupation from the Province.

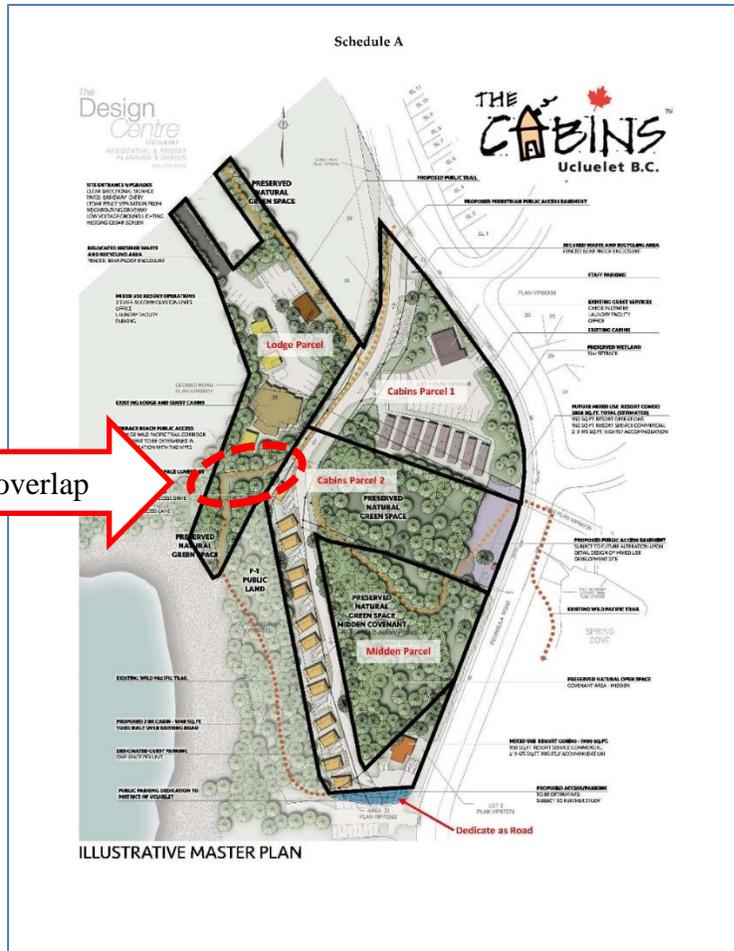


Figure 2: trail section overlapping Crown watercourse

On April 24, 2023, staff submitted Crown Land Tenure Application #100414641 to the Province to authorize the SRW to overlap the subject sliver of Crown land. Earlier this month we learned that the Province would require a staking notice to be completed for the application. On November 15th the notice was posted; a 30-day period needs to pass allowing for public comment before the Province can render a decision on the file (i.e., after December 14, 2023).

Provincial staff have advised that a Licence of Occupation over the portion of Crown Land would be a shorter approval path than if the Province were to grant a Statutory Right-of-Way to the District for the public pathway. Staff have confirmed that the Licence would satisfy the Land Title Survey Authority and would therefore enable registration of the subdivision (as shown in **Appendix "B"**). The subdivision includes registration of the pathway SRW in plan EPP117266 over the private lands (see **Appendix "C"**). Registration of the subdivision and SRW would enable the owners to satisfy all conditions as listed in section 4 of the restrictive covenant (see **Appendix "A"**). Once those conditions are met, the owners could seek occupancy of the final cabins.

There is no substantive difference to the District to operate and maintain a public trail on Crown land, whether it were under a Licence of Occupation or a Statutory Right-of-Way. In both cases the District is responsible for the maintenance and liability of maintaining the public pathway.

As staff have noted previously, the owners have followed through to deliver what was promised; the delay in obtaining assent from the Crown was not foreseen and is not within the control of the property owners. At the staff and Council level, a degree of flexibility has been recognized with occupancy being granted for 10 of the 12 cabins. Staff understand that the final cabins will be ready for occupancy in mid January.

Staff are therefore recommending that Council adopt the motion at the outset of this report, authorizing the Corporate Officer to execute the Licence as soon as it is provided by the Province. This would expedite:

- a. the registration of the subdivision;
- b. the registration of the trail SRW over the private lands;
- c. the transfer of the new Lot 3 to the Yuułu?if?at? Government; and,
- d. occupancy of the final cabins.

ANALYSIS OF OPTIONS:

A	Authorize staff to execute a Licence of Occupation from the Province of BC for a portion of the Terrace Beach trail.	<u>Pros</u>	<ul style="list-style-type: none"> • Would enable the owners to complete occupancy of the guest cabins and proceed with their business. • Would expedite the registration of the subdivision, and the transfer of the "Midden Parcel" (Lot 3) to the Yuułu?if?at? Government.
		<u>Cons</u>	<ul style="list-style-type: none"> • None identified
		<u>Implications</u>	<ul style="list-style-type: none"> • The Licence would be for \$1, and the District could maintain the public trail in the same way as under a SRW. • Once the provincial Licence is issued, the subdivision and SRW would be registered with the Land Title Survey Authority.
B	Not provide authorization for the Licence.	<u>Pros</u>	<ul style="list-style-type: none"> • Unknown
		<u>Cons</u>	<ul style="list-style-type: none"> • Would delay the process of registering the subdivision and SRW. • Would delay the owners' use of the buildings that they have invested in constructing to expand their business, causing financial hardship.
		<u>Implications</u>	<ul style="list-style-type: none"> • Staff time and potential legal costs.
		<u>Suggested Motion</u>	No action is required.

NEXT STEPS:

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

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

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

Amendments to Development Plans

SUBDIVISION PLAN OF LOT 3, PLAN VP67274, EXCEPT PLAN EPP107312; LOT 4, PLAN VP67274; LOT 1, PLAN VP66548, EXCEPT THAT PART IN PLAN VP70592; ALL OF SECTION 21, CLAYOQUOT DISTRICT; THAT PART OF SECTION 21, CLAYOQUOT DISTRICT SHOWN AS AREA B ON PLAN VP70592; THAT PART OF SECTION 21, CLAYOQUOT DISTRICT SHOWN AS AREAS C AND D ON PLAN VP70592, EXCEPT PLAN EPP107312; THAT PART OF SECTION 21, CLAYOQUOT DISTRICT INCLUDED WITHIN PLAN VP69014, ADJACENT AND FRONTING LOT 35, PLAN VP64737, LYING SOUTH OF A LINE AND SAID LINE PRODUCED AND EXTENDED FROM THE MOST SOUTHERLY NORTHEASTERN BOUNDARY OF SAID LOT 35 HAVING A BEARING OF 145 DEGREES 00'00"; THAT PART OF SECTION 21 CLAYOQUOT DISTRICT INCLUDED WITHIN PLAN VP69014, ADJACENT AND FRONTING LOT 37, PLAN VP64737, LYING SOUTH OF A LINE PRODUCED AND EXTENDED FROM THE NORTHEASTERN BOUNDARY OF SAID LOT 37, HAVING A BEARING OF 145 DEGREES 00'00" AND LYING NORTH OF A LINE PRODUCED AND EXTENDED FROM THE MOST SOUTHERLY SOUTHWESTERN BOUNDARY OF SAID LOT 37 HAVING A BEARING OF 145 DEGREES 00'00"; AND THAT PART OF SECTION 21, CLAYOQUOT DISTRICT INCLUDED WITHIN PLAN VP69014, ADJACENT AND FRONTING LOT 1, PLAN VP66186, LYING NORTH OF A LINE AND SAID LINE PRODUCED AND EXTENDED FROM THE SOUTHWESTERN BOUNDARY OF SAID LOT 1 HAVING A BEARING OF 295 DEGREES 40'23"

BCGS 92C.093

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

THE FINISHED FLOOR SIZE OF THE PLAN IS 844 PLAN IN METRES (2769 FT) AS SHOWN WHEN ADJUSTED AT AN ENLARGEMENT OF 1:200

GRID BEARINGS ARE DERIVED FROM UNIVERSAL COORDINATE SYSTEM OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 (13° WEST LONGITUDE)

THIS PLAN IS A PRELIMINARY PLAN AND ESTIMATED ACCURACY AND PRECISION ARE GIVEN OF FACTUAL RESOURCES ONLY. THE PLAN IS NOT TO BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE APPROVAL OF THE DISTRICT ENGINEER.

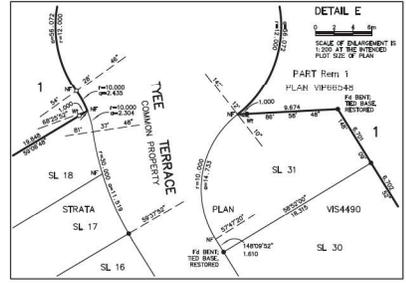
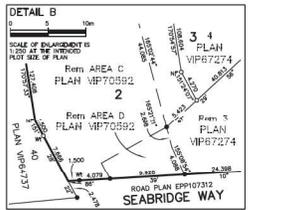
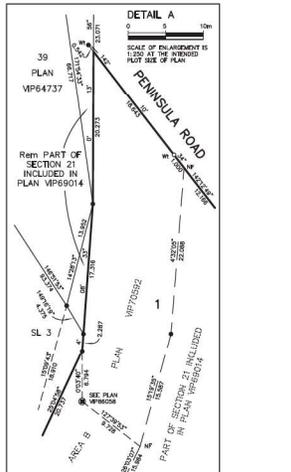
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE NOTED TO BE VERTICAL DISTANCES. THE AVERAGE CORRECTION FACTOR HAS BEEN DETERMINED BASED ON A SURVEILLOUS REVISION OF 4 METRES

LEGEND:

SYMBOLS	DESCRIPTION
PLANNED	
▲	ONDS CONTROL STATION
●	STANDARD IRON POST
○	STANDARD IRON POST
+	DEVICES AIC
+	DEVICES AIC
OP	DEVICES OLD STYLE CAPPED IRON POST
CP	DEVICES COMMON PROPERTY
HA	DEVICES HECTARE
HP	DEVICES STANDARD IRON POST PLANNED
HF	DEVICES NOTING FOUND
PT	DEVICES PART
RE	DEVICES REMAINDER
SL	DEVICES STRATA LOT
SW	DEVICES STRAIGHT RIGHT OF WAY
WT	DEVICES WINDS

NOTE: THE PLAN SHOWS ONE OR MORE WINDS FEET WHICH ARE NOT SET ON THE TRUE CORNERS

| UTM ZONE 10, NAD83 (CGRS) EPOCH 1997.0 |
|--|--|--|--|
| CONTROL | NORTHING | EASTING | ABSOLUTE ACCURACY |
| 2133 | 5422008.353 | 4181857 | 0.04 |
| 2122 | 5421968.670 | 4181910 | 0.05 |



McElhenney
LAND SURVEYING LTD.
1320 Highway Road
Nanaimo BC V9S 3S6
Tel: 250-775-3330
Fax: 250-775-3330
DRAWING NO. 2232-0053-0-1-4 SB.DWG

The Cabins at Terrace Beach - License of Occupation for Trail / Occupanc...

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR DISTRICT OF UCLUELET. THIS PLAN LIES WITHIN THE ALBERNI-CLAYOQUOT REGIONAL DISTRICT. THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 15th DAY OF JANUARY, 2023. FROM: JACOBERSON, RILEY #111

**STATUTORY RIGHT OF WAY PLAN OVER PART OF LOT 35,
PLAN VIP64737; AND LOTS 1 TO 3, PLAN EPP117265;
ALL OF SECTION 21, CLAYQUOT DISTRICT**

Appendix C

PURSUANT TO SECTION 113 OF THE LAND TITLE ACT.

SRW AREA	DESCRIPTION	AREA
1	LOT 1, SECTION 21, CLAYQUOT DISTRICT, PLAN EPP117265	568.4 m ²
2	LOT 2, SECTION 21, CLAYQUOT DISTRICT, PLAN EPP117265	363.1 m ²
3	LOT 3, SECTION 21, CLAYQUOT DISTRICT, PLAN EPP117265	246.4 m ²
4	LOT 3, SECTION 21, CLAYQUOT DISTRICT, PLAN EPP117265	409.8 m ²
5	LOT 2, SECTION 21, CLAYQUOT DISTRICT, PLAN EPP117265	0.128 ha
TOTAL		0.286 ha

BCGS 92C.093



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 864 mm IN HEIGHT (D-SIZE) WHEN PLOTTED AT A SCALE OF 1:500

GRID BEHAVIOUR ARE DERIVED FROM DIFFERENTIAL DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 (23° WEST LONGITUDE)

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

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE NOTED, TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 1.000242. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF -9.6 METRES

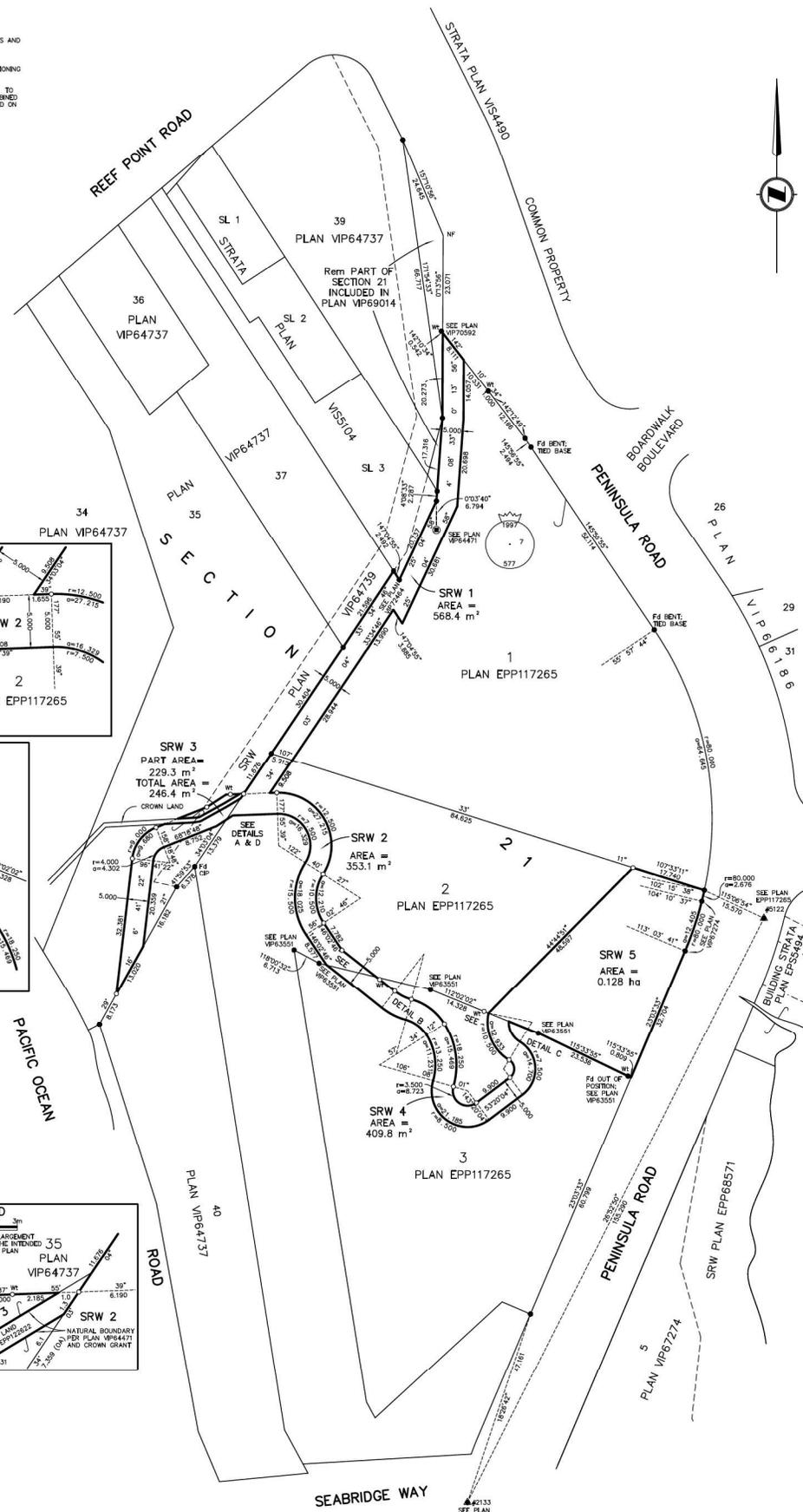
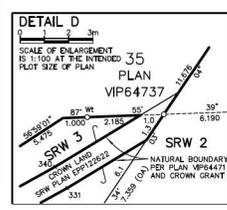
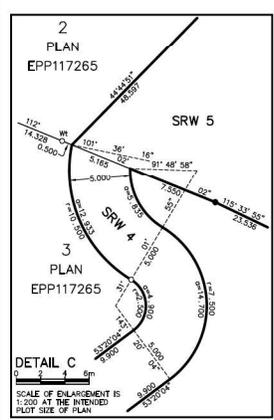
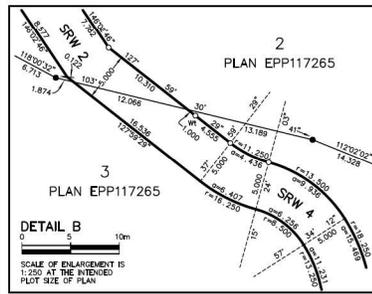
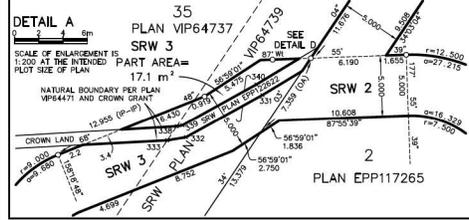
LEGEND:

SYMBOLS	DESCRIPTION
▲	GNSS CONTROL STATION
○	STANDARD IRON POST
●	STANDARD IRON POST FOUND
x	UNMENTIONED POINT
a	ARC
r	RADIUS
ha	HECTARES
m ²	SQUARE METRES
Fd	FOUND
CP	CAPPED IRON POST
HF	HORIZONTAL FOUND
(O4)	OVERALL
Rem	REMAINDER
SL	STRATA LOT
SRW	STATUTORY RIGHT OF WAY
WT	WITNESS

NOTE: THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S).

GNSS CONTROL STATION	UTM NORTHING	UTM EASTING	ABSOLUTE ACCURACY
2133	5422268.365	314119.857	0.04
3122	5422746.879	314196.076	0.04

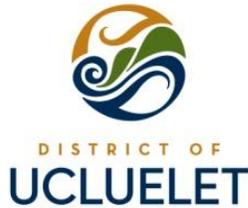
NUMBER	UTM NORTHING	UTM EASTING
331	5422773.2	314092.9
332	5422769.8	314056.6
333	5422785.8	314055.1
338	5422770.7	314003.8
339	5422770.8	314006.3
340	5422774.1	314062.4



McElhanney
McElhanney Associates
Land Surveying Ltd.
Suite 1
1351 Estevan Road
Nanaimo, BC
Canada V9S 3Y3
Tel 250 716 3336

THIS PLAN LIES WITHIN THE ALBERNI-CLAYQUOT REGIONAL DISTRICT

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 16th DAY OF JANUARY, 2023
TYSON QUACKENBUSH, BCLS #901



REPORT TO COUNCIL

Council Meeting: December 7, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOHN TOWGOOD, MUNICIPAL PLANNER

FILE NO: 4320-10 LCRB23-01

SUBJECT: RETAIL CANNABIS SALES LICENSE APPLICATION FOR UNIT #5 - 250 MAIN STREET **REPORT NO:** 23-159

ATTACHMENT(S): APPENDIX A – LCRB REFERRAL
APPENDIX B – TUP23-04
APPENDIX C - NOTIFICATION

RECOMMENDATION(S):

THAT Council, having given notice to gather the views of nearby residents and in consideration of the general impact of the proposed store on the community and nearby residents and businesses, recommend that the Liquor and Cannabis Regulation Branch issue a Cannabis Retail Store License for Unit #5 - 250 Main Street, Ucluelet BC, to 1181569 B.C. LTD.

BACKGROUND:

On May 16 of 2023 Council approved a Temporary Use Permit (TUP) 23-04 for Cannabis Retail Sales in Unit #5 - 250 Main Street for a period of three years. This 1200 ft² commercial unit is located next to the Break Café in the south end of the Ucluelet Lodge Building and the owner is completing a major renovation of the space for the Cannabis Retail use. The owner chose to apply for a TUP rather than rezoning to introduce the cannabis retail use in Ucluelet and prove that the location would not create negative community impacts or conflicts. With the owner receiving a TUP that allowed the “Cannabis Sales” use, they were then in a position to apply to the Liquor and Cannabis Regulation Branch (LCRB) for a Provincial Retail Cannabis Sales license. On August 17, 2023, Planning Staff received a letter from the BC Liquor and Cannabis Regulation Branch stating that the applicant has received a “Fit and Proper” assessment from the Province in regards to the Cannabis Retail Sales License application and requested that the District of Ucluelet make a recommendation to the Province to either “issue the license” or “not to issue the license” (see Appendix “A”).

DISCUSSION

The District of Ucluelet plays a pivotal part of the LCRB approval process in that a “do not issue” recommendation or a “failure to respond” will cause the general manager for the LCRB reviewing the application to reject it. The LCRB has set criteria for the District to consider in the review of an application:

- The general impact on the community.
- The potential impact to nearby residents and business.
- The views of nearby businesses and residents.
- That the location meets legislative requirements.

Notice

Notice was mailed to all property owners and hand delivered to residential and commercial occupants within 100m of the proposed location, requesting written comment (see **Appendix “C”**). The 100m distance is consistent with notifications for other development processes.

At the time of the writing of this report, the District has received no responses from the public providing input on the application.

Any correspondence received between the writing of this report and the response cutoff, December 6th at 4:00pm, will be added as a late item to the Council agenda.

Legislative Requirement of the Location

The proposed cannabis retail store location is within an existing multiple use building located at 250 Main Street. The property is zoned as CS-1 and, like all other zones in Ucluelet, “Cannabis Sales” is not an allowable use. As mentioned previously, the applicant successfully attained a Temporary Use Permit for the Cannabis Sales use (see **Appendix “B”**). The process for the TUP involved a public notice being mailed to all property owners within 100m and hand delivered to all tenants in a similar notification area. The notice was also posted for two weeks’ running of the Westerly newspaper. The public was also given an opportunity to address the TUP at the May 16, 2023, Council meeting.

Conditions to the Provincial Business License

A local government may impose conditions to the Provincial cannabis license such as limiting store hours, requiring specific signage, etc. The Province has a robust [regulatory framework](#) for the operation of Cannabis sales in BC and there is plentiful anecdotal information from other cities and towns that have already opened Cannabis Sales outlets, that this type of retail does

not create a negative impact to the immediate area. Unless identified by Council in response to public input, staff suggest that applying additional conditions is not necessary.

ANALYSIS OF OPTIONS:

A	Pass a resolution recommending to the Province the issuance of the LCRB license.	<u>Pros</u>	<ul style="list-style-type: none"> • Allows the applicant’s provincial license application to proceed. • Consistent with the recently approved Temporary Use Permit.
		<u>Cons</u>	<ul style="list-style-type: none"> • None anticipated
		<u>Implications</u>	<ul style="list-style-type: none"> • Allows the provincial business license process to continue.
B	Pass a resolution recommending to the Province that the license <u>Not</u> be issued. [not recommended]	<u>Pros</u>	<ul style="list-style-type: none"> • Achieves the goals and objectives as identified by Council
		<u>Cons</u>	<ul style="list-style-type: none"> • Not consistent with the recent TUP approval • The applicant would need to seek alternative tenancing to the newly renovated space
		<u>Implications</u>	<ul style="list-style-type: none"> • Dependent on the direction of Council.
		<u>Suggested Wording</u>	<ul style="list-style-type: none"> • THAT Council, with regard to the Provincial LCRB Cannabis Retail License at 250 Main Street, recommend that the License not be issued.

POLICY OR LEGISLATIVE IMPACTS:

This application is consistent with the *Official Community Plan*, the *Local Government Act* and the previously authorized Temporary Use Permit.

NEXT STEPS:

If this application is approved, Planning Staff will forward this report, a certified resolution, and other support materials to the BC Liquor and Cannabis Regulation Branch.

Respectfully submitted:

JOHN TOWGOOD, MUNICIPAL PLANNER

BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING

DUANE LAWRENCE, CAO



Job # 080673

August 17, 2023

Via email: jtowgood@ucluelet.ca

John Towgood
 Planner
 Municipality of Ucluelet

Dear: John Towgood

Re: Application for a Cannabis Retail Store Licence
Applicant: 1181569 B.C. LTD.
Proposed Establishment Name: Harbour Cannabis
Proposed Establishment Location: #5 250 Main St, Ucluelet, BC V0R3A0

The Applicant, 1181569 B.C. LTD., has applied to the Liquor and Cannabis Regulation Branch (LCRB) for a Cannabis Retail Store licence proposed to be located at the above-noted address. The applicant contact is Andrew Hanson. They can be reached at 250-725-8355 or via email at andrewhanson@email.com.

Local governments and Indigenous nations are a crucial part of the licensing process. Section 33(1) of the [Cannabis Control and Licensing Act](#) prevents the LCRB from issuing retail store licence without receiving a positive recommendation regarding the licence application from the local government or Indigenous nation.

Please consider the application and provide the LCRB with a written recommendation.

To assist with your assessment, a site map of the proposed cannabis store is attached.

If you consider the application, you must gather resident's views (if applicable), even if the location already went through a public process to allow cannabis retail sales. This also applies to previous locations of private or government cannabis stores that are no longer operating.

If you choose not to make a recommendation regarding this application, please contact the LCRB at your earliest convenience. In this case, the LCRB will cancel the application.

Learn more about how to make a recommendation and the [role of local governments and Indigenous Nations in cannabis retail licensing](#).

If you have any questions regarding this application, please contact me at 778-974-4274 or Tracy.Altman@gov.bc.ca.

Liquor and Cannabis
 Regulation Branch

Mailing Address:
 PO Box 9292 Stn Prov Govt
 Victoria BC V8W 9J8

Location:
 645 Tye Road
 Victoria BC V9A 6X5
 Phone: 250 952-5787

Website: www.gov.bc.ca/lcrb



Sincerely,

Tracy Altman

Tracy Altman
Senior Licensing Analyst
Liquor and Cannabis Regulation Branch

Attachment

TEMPORARY USE PERMIT TUP23-04

General Terms

1. This Temporary Use Permit is issued to:

Andrew Hanson,
Box 10, Ucluelet,
BC V0R 3A0

(the "Permittee")

as the agent and the registered owner of, and shall apply only to, the lands and premises situate in the District of Ucluelet, in the Province of British Columbia, and more particularly described as:

250 Main Street ("Ucluelet Lodge"), PID 005455405, Lot 4, Plan VIP10123, District Lot 282,
Clayoquot Land District

(the "Lands").

2. This Temporary Use Permit is issued pursuant to section 492 to 497 of the *Local Government Act*.
3. This Temporary Use Permit is issued subject to compliance with all applicable District of Ucluelet Bylaws.
4. This Temporary Use Permit authorizes the following uses on the portion of the Lands identified in Schedule A:
Cannabis sales for a period of three years within one 1200 ft² commercial unit to be located in south end of the existing Ucluelet Lodge Building at 250 Main Street.
5. This permit does not relieve an owner or occupier from obtaining any other approvals required by any other jurisdiction, or from meeting any other applicable regulations, including provincial and federal regulations on the sale of cannabis.
6. The permit holder, as a condition of issuance of this Permit, agrees to comply with the requirements and conditions of **Schedules 1-4**, which are attached hereto and form part of this permit.
7. The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit.
8. Notice shall be filed in the Land Title Office under section 503 of the *Local Government Act*, and upon such filing, the terms of this Permit or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.

TEMPORARY USE PERMIT

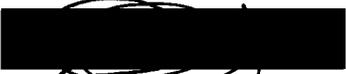
- 9. This Permit is NOT a Building Permit.
- 10. This Permit is NOT a Development Permit.
- 11. Provisions of sections 495, 496 and 502 of the *Local Government Act* requiring security applies to this permit as set forth in **Schedule 2**.

AUTHORIZING RESOLUTION passed by the Municipal Council on the 16th of May, 2023.

IN WITNESS WHEREOF this Temporary Use Permit is hereby executed and issued by the Municipality the 16th of May, 2023.

THIS PERMIT SHALL EXPIRE on the day of the 16th of May, 2026 (3 years).

ISSUED the 16 day of May, 2023.



Bruce Greig - Director of Community Planning

TEMPORARY USE PERMIT

Schedule 1 Required Undertaking

TO THE DISTRICT OF UCLUELET:

I, Andrew Hanson, representing *the Lands* hereby undertake as a condition of issuance of this Temporary Use Permit to:

- a) Cease use and remove any structures built to support the temporary use from the subject property not later than 1 month after the termination date set out on the Temporary Use Permit.
- b) Abide by all conditions of the Temporary Use Permit.

I(We) understand that should we not fulfill the undertakings described herein, the District of Ucluelet or its agents may enter upon the Lands and perform such work as is necessary to eliminate the temporary use and bring the use and occupancy of the property into compliance with the District of Ucluelet bylaws, and that any securities submitted to the District pursuant to the Temporary Use Permit shall be forfeited and applied to the cost of restoration of the Lands as herein set out.

This undertaking is attached hereto and forms part of the Temporary Use Permit.

DATE: _____

OWNERS: _____

WITNESS: _____

TEMPORARY USE PERMIT

Schedule 3 Portion of 1950 Peninsula Road where temporary uses are permitted



TEMPORARY USE PERMIT

Schedule 4 Site Plan

1200 ft² retail unit closest to South end of the building, as shown below:



Public Notice: Provincial Retail Cannabis Sales License

Application: Cannabis Retail Store Licence

Applicant: 1181569 B.C. LTD.

Proposed Establishment Name: Harbour Cannabis

Proposed Establishment Location: #5 250 Main St, Ucluelet, BC V0R3A0



Purpose:

The Liquor and Cannabis Regulation Branch (LCRB) requires municipalities to gather the views of nearby residents on Provincial Cannabis Retail Store Licence applications. After consideration of these comments, that municipality must provide comment and recommendations to the LCRB.

Have your Say:

The District of Ucluelet is seeking written submissions in support or opposition of the Harbour Cannabis application from neighbouring residents and business. Written submissions will be received up to 4:00pm on December 6th, 2023. All correspondence will be included in a Council agenda and would be considered part of the public record pursuant to the *Freedom of Information and Protection of Privacy Act*.

How:

By hand at the District Office:

200 Main Street, Ucluelet at the front counter during office hours (9am and 4pm) or in the drop box.

By Mail:

District of Ucluelet
P.O. Box 999, Ucluelet B.C. V0R 3A0

By Email:

communityinput@ucluelet.ca

Questions or if you require more information:

Please contact John Towgood by phone at 778-748-8470 or by email at jtowgood@ucluelet.ca

November 20, 2023

**District of Ucluelet
Mayor, Council, and District Staff**



RE: Amphitrite Coffee Shop

The Wild Pacific Trail Society (WPTS) extends our sincere gratitude for your ongoing vision and support of the Wild Pacific Trail. The Trail Society strongly values and regards our partnership with the District of Ucluelet as essential. Without your relentless support, our motto, "*Inspiring through Nature,*" would not be achievable.

Notably, we appreciate your support of our educational initiatives which have seen a steady expansion yearly. In 2023, the Trail Society had two naturalists conducting events with other non-profit societies, counting 6,175 personal interactions at 144 events at the lighthouse Discovery Tent. We believe this has had a great impact in spreading a message of respect for nature globally. Education Tourism has been identified and discussed as a sustainable objective in the province and locally. We see the opportunity to advance and contribute to this objective.

We applaud the District staff for their efforts in securing funding and moving ahead with the project to rebuild the Amphitrite Point lighthouse keepers house. This has significant potential to enhance life in Ucluelet. As a mutual partner with the District, we have a vested interest in Amphitrite Point and thoughts on the idea of a coffee shop in the reconstructed lighthouse keepers house.

The Society feels strongly that a coffee shop--however well intended--could have negative impacts in the usability and usefulness of the lighthouse keepers house and adversely impact the Wild Pacific Trail experience. We feel that a business running at the beautiful new Amphitrite House will run contrary to the District's bylaw of no commercial business on District park land. WPTS has strongly supported and adhered to the policy of no-fee for activities on the Trail.

Specific problems and issues that may arise include:

- Incompatibility of coffee shop activities with other uses inside the same space (i.e., security for lessee's property, sound transference). For example, a talk on natural or historical topics competing with the noise of a kitchen and chatter from patrons. This is exacerbated by the space being relatively small and open plan. If it were larger, or not so open, then the concern is lessened, but the size is limited by the previous building footprint and the existing designed floorplan.
- Takeout cups/containers pose a negative environmental and aesthetic impact to the trail network.
- Daily grounds cleanup and restroom upkeep would be required.
- Group access to the facility on a one off or periodic basis would be difficult given a private locked space.
- Exterior signage could disrupt the natural setting.
- Parking spaces are limited, displacing trail users, notwithstanding the fact that the parking is still retained by Coastguard at the moment.
- Exterior and interior night lighting would be a problem for stargazing, photography, and nocturnal animals.

Some of these may be mitigated by operational practices or terms in the RFP and subsequent lease but these important aspects are not yet addressed, and we wish to highlight our concerns now so that problems may be avoided.

It is our view that rather than a commercial operation, consideration be given to renting the space to local groups with educational, historical, cultural, or other non-commercial purposes. The WPTS welcomes and stands ready to discuss possible arrangements and prospects of delivering our interpretive programs more directly from the lighthouse keepers house in conjunction with other education not-for-profit partners.

From all of us at the Wild Pacific Trail Society, thank you. Your support encourages our continued commitment to reaching our goals.

Together we are inspiring through nature.

Sincerely,

Wild Pacific Trail Society

The Wild Pacific Trail Society is a group of volunteers dedicated to inspiring a personal connection with nature to create a wave of change for environmental stewardship.

From: [Info Ucluelet](#)
To: [Info Ucluelet](#)
Subject: RE: BC - Private Member's Bill C-273 I Projet de loi d'initiative parlementaire C-273
Date: November 30, 2023 4:23:36 PM

From: Julian, Peter - Riding 1D <peter.julian.c1d@parl.gc.ca>
Sent: Thursday, November 23, 2023 8:07 AM
To: Julian, Peter - Riding 1D <peter.julian.c1d@parl.gc.ca>; Julian, Peter - M.P. <peter.julian@parl.gc.ca>
Subject: BC - Private Member's Bill C-273 I Projet de loi d'initiative parlementaire C-273

[External]

Mayor and Council,

I am writing to urge you and your organization to support my Private Member's [Bill C-273 - An Act to amend the Criminal Code \(Corinne's Quest and the protection of children\)](#). It is appalling that physical punishment of children is still legal in Canada, even though more than [sixty countries](#) around the world have banned the practice. [Bill C-273](#) seeks to repeal section 43 of the Criminal Code, which allows for physical punishment of children. If it passes in Parliament, Bill C-273 will help to end the legalized physical punishment of children in Canada.

It is important to note that Bill C-273 is a response to the [Truth & Reconciliation Recommendation Call to Action #6](#). Nearly [700 Canadian organizations](#) signed a [Joint Statement](#) to end physical punishment of children and youth. Child and youth advocates across Canada, such as [Justice for Children and Youth](#), [Spirit of the Children Society](#), [Indigenous Watchdog](#), and the [Canadian Coalition for the Rights of Children](#), continue to fight for the repeal of Section 43. We have also received endorsements by [BC Association of Social Workers](#) and [First Call Child and Youth Advocacy Coalition](#).

"This Bill (C-273) holds great importance in the development and well-being of all children. Children need to be permitted to live in an environment free from violence and fear. At Spirit of the Children Society, it is our goal to empower and strengthen Indigenous families by providing support and resources through a model of love, caring, and understanding. This is accomplished by teaching the parents, and children, that hurting a person to get their way is not the appropriate way of child rearing; mindfulness, communicating, and role modeling is the ideal way to raise a child. Through this model a child will develop into an individual who is able to learn from their own successes and mistakes and not be fearful of challenge", Ruth Weller, Executive Director of Spirit of the Children Society.

Bill C-273 will be coming up for first hour of debate at the end of November in the House of Commons. **There are two ways to support this legislation:**

1. **Sign my petition:** https://www.peterjulian.ca/support_bill_c_273
2. **Write to your MP:**

https://www.peterjulian.ca/write_to_your_mp_section_43

If you have any questions, please contact my staff, Doris Mah,
peter.julian.c1d@parl.gc.ca.

Sincerely,

Peter Julian,
MP – New Westminster-Burnaby
Peter.julian@parl.gc.ca
613-992-4214

I acknowledge that I work on the unceded traditional territory of the Algonquin, Haudenosaunee and Anishinabek peoples.

New Westminster is located on the unceded and traditional territory of the Halq'eméylem speaking Coast Salish peoples. This includes the nations of the Qayqayt, q'wá:ná'ən' (Kwantlen), Katzie, k'wík'wəłwəm (Kwikwetlem), x'wməθk'wəyəm (Musqueam), Stó:lo, scəwaθn məsteyəx'w (Tsawwassen), and Tsleil-Waututh.

Burnaby is located on the ancestral and unceded homelands of the hənqəminəm and Skwxwú7mesh speaking peoples as well as all Coast Salish peoples.

////

Le maire et le conseil municipal,

Je vous écris pour vous demander instamment, à vous et à votre organisation, de soutenir mon projet de loi d'initiative parlementaire [C-273](#) - Loi modifiant le Code criminel (La quête de Corinne et la protection des enfants). Il est consternant que les châtiments corporels infligés aux enfants soient encore légaux au Canada, alors que plus de [soixante pays](#) dans le monde ont interdit cette pratique. Le projet de loi [C-273](#) vise à abroger l'article 43 du code pénal, qui autorise les châtiments corporels à l'encontre des enfants. Si elle est adoptée par le Parlement, la proposition de loi C-273 contribuera à mettre fin à la légalisation des châtiments corporels infligés aux enfants au Canada.

Il est important de noter que le projet de loi C-273 est une réponse à [l'Appel à l'action #6 de la Commission de vérité et réconciliation du Canada](#). Près de [700 organisations](#) canadiennes ont signé une [déclaration conjointe](#) pour mettre fin aux châtiments corporels infligés aux enfants et aux jeunes. Les défenseurs des enfants et des jeunes, comme la [Coalition canadienne pour les droits des enfants](#), la [Justice for Child and Youth](#), [Spirit of the Children Society](#), [Indigenous Watchdog](#) continue à lutter pour l'abrogation de l'article 43. Nous avons également reçu le soutien de la [BC Association of Social Workers](#) et de la [First Call Child and Youth Advocacy Coalition](#).

"Ce projet de loi (C-273) revêt une grande importance pour le développement et le bien-être de tous les enfants. Les enfants doivent pouvoir vivre dans un environnement exempt de violence et de peur. À la Spirit of the Children Society,

notre objectif est d'autonomiser et de renforcer les familles indigènes en leur apportant un soutien et des ressources par le biais d'un modèle d'amour, d'attention et de compréhension. Pour ce faire, nous enseignons aux parents et aux enfants qu'il n'est pas approprié d'élever un enfant en blessant une personne pour obtenir ce que l'on veut ; la pleine conscience, la communication et la modélisation sont les moyens idéaux d'élever un enfant. Grâce à ce modèle, l'enfant deviendra un individu capable d'apprendre de ses succès et de ses erreurs et de ne pas craindre les défis", a déclaré Ruth Weller, directrice générale de la Sprit of the Children Society.

Le projet de loi C-273 fera l'objet d'une première heure de débat à la fin du mois de novembre à la Chambre des communes. **Il y a deux façons de soutenir cette législation :**

1. Signez ma pétition : https://fr.peterjulian.ca/abroger_la_section_43
2. Écrire à votre député : https://fr.peterjulian.ca/abroger_la_section_43

Si vous avez des questions, veuillez contacter mon équipe, Doris Mah, peter.julian.c1d@parl.gc.ca.

Sincèrement,

Peter Julian,
député – New Westminster-Burnaby
Peter.julian@parl.gc.ca
613-992-4214

Je reconnait que je travaille sur le territoire non-cédé des nations Algonquine, Haudenosaunee et Anishinabek.

New Westminster est situé sur le territoire traditionnel et non cédé des peuples salish de la côte parlant le halq'eméylem. Cela comprend les nations des Qayqayt, q^wa:nǎ'ən' (Kwantlen), Katzie, k^wik^wəłwəm (Kwikwetlem), x^wməθk^wəyəm (Musqueam), Stó:lo, scəwaθn məsteyəx^w (Tsawwassen), et Tsleil-Waututh.

Burnaby est situé sur [les terres ancestrales et non cédées](#) des [hənq̓əminəm'](#) et [Skwxwú7mesh](#), ainsi que de tous les peuples salish de la côte.

////

Doris Wai Ki Mah 馬朱慧琪 (she/her)

MPM I MALTS I BA (Hons)

Chief of Staff I cheffe de cabinet

Peter Julian, MP (New Westminster -Burnaby) I Député Peter Julian (New Westminster-Burnaby)

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UFCW 232 | TUAC 232

I acknowledge that I work on the unceded traditional territory of the Algonquin, Haudenosaunee and Anishinabek peoples.

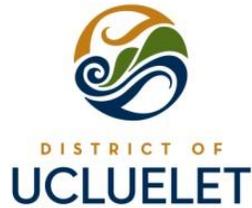
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Burnaby is [located on the ancestral and unceded homelands](#) of the [hənq̓əmin̓əm](#) and [Skwxwú7mesh](#) speaking peoples as well as all Coast Salish peoples.

Burnaby est situé sur [les terres ancestrales et non cédées](#) des [hənq̓əmin̓əm](#) et [Skwxwú7mesh](#), ainsi que de tous les peuples salish de la côte.



INFORMATION REPORT

Council Meeting: December 7, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: DUANE LAWRENCE, CAO

FILE NO: 0640-30

SUBJECT: COUNCIL STRATEGIC PRIORITIES UPDATE

REPORT NO: 23- 157

ATTACHMENT(S): APPENDIX A – STRATEGIC PRIORITIES SUMMARY

PURPOSE:

This report is intended to provide Council with a quarterly update on Council’s Strategic Priorities.

BACKGROUND:

Council’s strategic plan provides an overview of priority objectives and directions for municipal staff that are actioned as part of their annual work plan. The strategic priorities also provide general guidance on the organizational direction identified through key objectives. The attached report is intended to provide Council with an update on how the key objectives are progressing.

REPORT:

Council’s Strategic Priorities and Action Summary are living documents. If new priorities are identified by Council they may be added to Council’s Strategic Priorities by resolution. It is key to recognize that if a new priority is identified, existing priorities will be deferred to allow for the new priority to be actioned.

Prior to considering a new priority item it will be important to allow the CAO an opportunity to determine the most appropriate department to which the new priority should be assigned and consider which of the key priorities would be most appropriate to defer and any implications with deferring the identified priority. A sample resolution has been provided below.

THAT Council direct Staff to add _____ to Council’s Strategic Priorities and authorize the Chief Administrative Officer to adjust Council Strategic Priorities.

As priorities are completed staff will include within this report an update on those items. ‘Future’ and ‘later’ items will be moved up on the priority and action list as other priorities are completed.

Additionally, staff may identify new strategic priorities that should be considered as actionable items.

A full review of Councils strategic priorities is planned for early 2025 as a midterm assessment. At any time, Council may direct staff to organize a full or partial review or update of Councils strategic plan to ensure it continues to align with Councils strategic objectives.

Respectfully submitted: **Duane Lawrence, CAO**

Council Priorities

Council Priorities		Future (Next) Pries	
1. OCP: Growth & Development	Jun	* Service Capacity Review: Scope	
2. Parks & Rec Master Plan	Dec	* Kelp Farming: Prospectus	
3. Capital Plan: 5-yr Asset	Jan	* Recreation Hall: Study	
4. Vacant Property Management		* Wave Energy: Opportunities	
5. Water Treatment & Security	Jan	* Water Security: Options	
Advocacy		* Water Conservation Study: Strategies	
Supportive Housing (BCH/CMHC)	Ongoing	* Short Term Rental Bylaw: Strategies	
West Coast Evacuation Plan (ACRD)		* Minato Bay Shoreline Trail: Strategy	
Health Centre Development (IH)	Jan	* Climate Action Plan: Priority Projects	
Hwy 4 Cell Coverage (Rogers)		* Asset Management: Plan & Policy	
Peninsula Road Improvements (MOTI)	Jan	Later (Future Consideration)	
Partnerships		* Ucluelet Inlet Plan: Proposal	
Community to Community Meeting(s)	Jan	* Marine Education: Opportunities	
Indigenous Significant Sites Protocol	May	* Tree Protection Bylaw: Research	
Worker Housing Options		* Natural Asset management: System	
Fire Services Agreements		* Regional Growth: Implications	
Kelp Farming: Discussion (Industry)		* Long Term Capital Plan	
Department Operational Initiatives			
Chief Administrative Officer		Corporate Services	
1. Collective Bargaining	Feb	1. Privacy Management Program	Ongoing
2. Community to Community Meeting(s)	Jan	2. Delegation of Authority Bylaw	Jan
3. Director of Finance Recruitment	Jan	3. IT Services Contract	Jan
* Service Capacity Review: ToR		* Procedure Bylaw Updates	Feb
* Economic Resilience Strategy: Review		* Alternative Notice Bylaw	
Finance		Communications & Human Resources	
1. Capital Plan - 5-yr	Feb	1. Sick Leave Policy: Draft	Mar
2. DCC Bylaw Update: RTC	Dec	2. Website Rebuild: RFP	Jan
3. Alternative Revenue: Strategies: RTC	Jan	3. Communications Policy: RTC	Feb
* Fees & Charges (Water & Sani) Review		* Training & Development Policy	
* 20-Yr Capital Plan (Asset Management)		* OH&S Policy	
Planning & Development		Fire & Emergency Services	
1. CMHC Housing Accelerator Fund	Jan	1. Fire Hall Replacement Plan: RFP	Mar
2. Supportive Housing	Jan	2. Emergency Management Plan: Update	May
3. Short-Term Rentals: Regulations Review	Mar	3. Building Development Guidelines	Jan
* DP Application Procedures Bylaw Update		* Fire Service Review	Mar
* Subdivision Services Bylaw Update		* Fire Service Agreements Review	
Operations		Parks & Recreation	
1. Water Treatment	Jan	1. Parks & Rec Master Plan: ToR	Dec
2. Works & Services Bylaw	Mar	2. Rec Hall Replacement: RFP	Feb
3. Operational Capacity Development	Ongoing	3. Accessibility Policy: Draft	Feb
* Asset Management Plan		* Safe Harbour Path	
* Water Works Bylaw		* Harbour Master Plan Implementation	
CAPITAL WORKS			
* Amphitrite House (completion)	Mar	* Mercantile Creek Water Line: RFP	Jan
* Victoria Lift Station Bypass (Complete)		* Peninsula Road Corridor: RFP	Dec
* Water Treatment (Procurement Process)	Jan	* Larch Road Multi-use Path (completion)	May
Major Development Projects			
* Lot 16 - Subdivision		* Minato Road development Subdivision	
* Hyphocus Island Subdivision		* Weyerhaeuser Subdivision	
* Lot 13 - Affordable Housing			

Council Strategic Priorities Action Summary				
Priority	Budget	Action Date	Action	Outcome
Council Priorities				
1. OCP: Growth & Development	n/a	Jun	Growth analysis brought back to Council for review	Guidance on any potential changes to the growth strategy approved in the 2022 OCP
2. Parks & Rec Master Plan	\$40,000	Dec	Finalizing RFP for issuance	Engage consultant for developing the master plan
3. Capital Plan: 5-yr Asset	n/a	Jan	Compilation of assets and values	High level estimate of capital expenditures and projects to be incorporated into the 5-year financial plan
4. Vacant Property Management	n/a		Research and RTCoW	Exploration of options to reduce number of vacant homes
5. Water Treatment & Security	\$9.6M	Jan	Prepare procurement documents	Interview of design firms for RFP and project design.
Advocacy				
Supportive Housing (BCH/CMHC)	n/a	Ongoing	Engage BC Housing & CMHC	Support for community affordable & supportive housing projects; lot 13, Minato bay (possibly) Pen. Rd. Supportive housing project.
West Coast Evacuation Plan (ACRD)	n/a		Engage ACRD in the development of a west coast evacuation plan	Improved emergency readiness on the west coast
Health Centre Development (IH)	n/a	Jan	Review of building and development permits.	Approval of permits for construction of health centre.
Hwy 4 Cell Coverage	n/a		Engage Ministry of Citizen Services to priorities Hwy 4 cell coverage	Installation of cell towers to improve cellular coverage along Highway 4
Peninsula Road Improvements (MOTI)	n/a	Jan	Develop paving agreement	Rogers investigating cell tower locations Provision of funding for paving of Pen Rd to correspond with Peninsula Road improvement project.
Partnerships				
Community to Community Meeting(s)	n/a	Jan	MOU discussions & Letter of Support - UNDRIP	UNDRIP section 7 letter of support.
Indigenous Significant Sites Protocol	n/a	May	Engaging with UFN on updated referral policy and protocol.	Draft MoU, procedures and policy.
Worker Housing Options	n/a		Exploration of employee housing development options	Research employee housing models and opportunities, report back to Council on options.
Fire Services Agreements	n/a		Review of service agreements	Determine updated fee for services and possible capital contributions for fire hall and engine replacements.
Kelp Farming: Discussion (Industry)	n/a		Investigation & Research	Determine options, partnerships.
Chief Administrative Officer				
1. Collective Bargaining	\$10K	Feb	Undertake negotiations.	Bargaining to be undertaken on February 12, 13, 14.
2. Community to Community Meeting(s)	n/a	Jan	Discussion on MOU and UNDRIP	Letter of Support on UNDRIP Section 7. Implications review and submission to Council for consideration
3. Director of Finance Recruiting	n/a	Jan	Interview candidates	Replacement of Director of Finance
* Service Capacity Review: ToR	n/a		Service delivery review and operational capacity	Develop Terms of Reference for Council consideration; possible 3rd party assessment
* Economic Resilience Strategy: Review	n/a		Research	Review 2017 Economic Development Strategy
Finance				
1. Capital Plan - 5-yr	n/a	Feb	Financial Planning for Capital Assets	High level review of current asset replacement requirements and development needs with order of magnitude cost estimates
2. DCC Bylaw Update: RTC	\$45K	Dec	Award of contract	Contract award for updating of DCC bylaw.
3. Alternative Revenue: Strategies: RTC	n/a	Jan	Survey and RFP	Issue survey and develop RFP for parking program
* Fees & Charges (Water & Sani) Review	n/a		Review of current fees	RTC on adjustments needed to adequately fund the sewer and water services
* 20-Yr Capital Plan (Asset Management)	n/a		Asset Inventory	Long-term capital investment requirements

Planning & Development				
1. CMHC Housing Accelerator Fund	n/a	Jan	Waiting on announcement. Anticipated in January	Dependent on approval of application
2. Supportive Housing: Design	\$225,000	Jan	Waiting on announcement (January or February)	Action grant or continue looking for grant opportunities
3. Short-Term Rentals: Regulations Review	n/a	Mar	Review of current regulations of STR tourist accommodation & new legislation.	Direction on modifying bylaws and policies related to tourist accommodation in residential areas
* DP Application Procedures Bylaw Update	n/a		Determine scope of update	Ensure update reflects Council intent and meets District objectives
* Subdivision Services Bylaw Update	n/a		Determine scope of update	Ensure update reflects Council intent and meets District objectives
Operations				
1. Water Treatment	\$9.6M	Jan	Prepare qualification based selection procurement documents.	Pre-qualification of design and engineering firms in advance of an RFP.
2. Works & Services Bylaw	n/a	Mar	Development of new bylaw	Provides current guidelines and requirements for new developments within the DoU
3. Operational Capacity Development	n/a	Ongoing	Roll out and implement new structure and job descriptions	Creates opportunity for employees to move within the organizational structure and increases department effectiveness.
* Asset Management Plan	n/a		Input of master plan data	First draft of asset management plan
* Water Works Bylaw	n/a		Review of Bylaw	Determination of required updates to meet current standards
Corporate Services				
1. Privacy Management Program: Implementation	n/a	Ongoing	Implement Program	Identify gaps, provide training, update forms and update Privacy Impact Assessments
2. Delegation of Authority Bylaw	n/a	Jan	Draft bylaw	Consolidation of delegation authorities and confirmation of delegation of authority by Council
3. IT Services Contract	tbd	Jan	Draft and Issuance of an RFP for IT services	Ensure value in IT services contract, compliance with purchasing policy
* Procedure Bylaw Updates	n/a	Feb	Draft bylaw amendments and bylaw	Present Bylaws to Council and give notice
* Alternative Notice Bylaw	n/a		CoW Report	Determination of Council direction for provision of public notice requirements
Communications & Human Resources				
1. Sick Leave Policy	n/a	Mar	Develop draft short term sick leave policy	Address policy gap for use of sick leave related to short term sick leaves (2 wks through 4 mth)
2. Website Rebuild	\$44,450	Jan	Issue RFP	Engage consultant to redesign and update district web site, for increased accessibility and usability.
3. Communications Policy	n/a	Feb	CoW Report	Guidance on desired outcomes for a communications policy
* Training & Development Policy	n/a		Draft policy	Outlines staff and employee training and development parameters to ensure equity across the district
* OH&S Policy	n/a		Draft Policy	Updated compliance with WorkSafe BC requirements
Fire & Emergency Services				
1. Fire Hall Replacement Plan	n/a	Mar	RFP for fire hall design and locations	Engagement of a consultant to develop a fire hall building plan and confirm location.
2. Emergency Management Plan: Update	n/a	May	Draft update with new legislation	Current and actionable emergency planning document
3. Building Development Guidelines	n/a	Jan	Internal review of building development guide for fire code requirements	Increased awareness and improved compliance with new developments on fire regulations and emergency access requirements
* Fire Service Review	\$12,000	Mar	Under righters engaged, initiating review	Verify current capacity and provide direction on current and future needs
* Fire Service Agreements Review	n/a		Review of funding calculations for fire services	Equitable contributions to maintain and operating fire and protective services; capital contribution agreements for future fire capital requirements

Parks & Recreation				
1. Parks & Rec Master Plan	\$40,000	Dec	Finalizing RFP for issuance	Engage consultant for developing the master plan
2. Rec Hall Replacement	\$75,000	Feb	RFP & scope review with Council	Engage a contractor to undertake engagement and concept design for the replacement of the Recreation Hall
3. Accessibility Policy: Draft	n/a	Feb	Draft accessibility policy	Policy that provides guidance on ensuring accessibility is a part of all projects and initiatives within the municipality
* Safe Harbour Path	\$35,000		Provincial land approvals	Submit and receive feedback and approvals for Crow land tenure from province.
* Harbour Master Plan Implementation	n/a		Review of recommendations and report back to Harbour Authority	Determination of priority actions/initiatives for future budgeting process.
CAPITAL WORKS				
* Mercantile Creek Water Line: RFP	\$1M	Jan	Proposal consideration.	Reviewing proposals. Cost implications currently exceeding budget expectations. Reviewing for efficiencies and strategies.
* Peninsula Road Corridor: RFP	\$3M	Dec	Award of contract	Construction meetings.
* Victoria Lift Station Bypass (completion)	\$156K		Complete	Asses station condition and functionality for budget planning.
* Amphitrite House (completion)	\$1.69M	Mar	In progress	Completion of Project by March 31, 2024
* Larch Road Multi-use Path	\$650K	May	Contract awarded - Construction in March	Project Awarded, construction to start in March for May completion.
* Water Treatment: Ministry Approval	\$9.6M	Jan	Prepare procurement documents	Interview of design firms for RFP and project design.



November 20, 2023

Dear Mayor McEwen and council,

I am pleased to share the Clayoquot Biosphere Trust's 2023 Vital Signs Report. Building on more than 10 years of data from previous reports and highlighting statistics coming out of the Covid-19 pandemic, Vital Signs 2023 identifies and connects social, cultural, economic, and environmental data and trends. We hope this information can help to tell a story about the region, a story that can bring us together to strengthen the vitality of the communities and ecosystems.

For the first time in 2023, we worked with a community advisory committee with a range of experience and expertise including Indigenous Protected and Conserved Areas, public health, youth services, arts and culture, and more. The committee provided valuable guidance on the content and structure of the report. One of the outcomes from this committee was a new focus in the report on Truth and Reconciliation (p.14-15), as well as the theme of Infrastructure and Sustainability (p.10-11).

While having the report in hand is a significant achievement, it is really what we do with the report that matters. We hope that this information will help decision makers to make sound and strategic choices and will inspire people to be more knowledgeable, engaged residents. The CBT's grant making programs will benefit from this information and allow us to track the impact of community programs. As always, we are keen to work with donors who would like to join us in responding to the needs and opportunities presented here.

In the spirit of hišukniš čawaak, we hope that the big picture view presented in Vital Signs will inspire us all to work together to create a healthier and more inclusive home for all residents, human and non-human, quuʔas and settler. We look forward to continuing the important work and dialogue with you. If you would like to discuss the report, have feedback for us or would like to request hard copies, please reach out me at 250-266-0106 or by email at rebecca@clayoquotbiosphere.org.

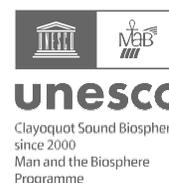
Respectfully,

Rebecca Hurwitz
Executive Director
Clayoquot Biosphere Trust Society

PO Box 67, 316 Main Street, Tofino BC Canada V0R 2Z0
T 250.725.2219

clayoquotbiosphere.org

Clayoquot Biosphere Trust 2023 Vital Signs Report Rebecca Hurwitz, Execu...



CLAYOQUOT SOUND BIOSPHERE REGION'S

Vital Signs®



Welcome to the Clayoquot Sound Biosphere Region's Vital Signs® 2023

From our Executive Director

I am pleased to present our 2023 Vital Signs report. This report provides a snapshot of local communities and ecosystems in numbers, pictures, and stories. It brings together data from a variety of sources to describe the health of the region in its broadest sense, encompassing education, housing, youth, the environment, economy, and more. The report helps us gauge where the region stands in achieving sustainability in all its forms: cultural, social, economic, and environmental.

Having a comprehensive picture of where we are today will help us get to where we want to be as communities and a region. But presenting the information is just the first step—it's how we use it that really matters. We hope the report will inspire you to become a more informed, active citizen. It also provides a tool that will help decision makers at all levels make sound and strategic choices in their work. Please share the report with your friends, family, colleagues, community groups, and decision-makers at all levels.

With encouragement from the Vital Signs advisory committee and as a part of our commitment to equity and learning, this year we have included a new section on Truth and Reconciliation. These pages highlight some of the region's significant efforts towards reconciliation, but also notes hard truths around inequity, injustice, and intergenerational trauma.

As ever, we are guided as an organization and in this report, by the principle of hishuk ish ts'awalk, everything is one. We believe that thriving communities and thriving ecosystems go hand in hand. We encourage you to find a way, however small, to make a difference, so that together we are building a better future.

Rebecca Hurwitz
Executive Director
Clayoquot Biosphere Trust

In the spirit of truth, healing, and reconciliation, we acknowledge the territories of hiškwii?ath (Hesquiaht First Nation), Saahuus?ath (Ahousesht), λa?uukwi?ath (Tla-o-qui-aht First Nations), Yuutu?it?ath Government (Ucluelet First Nation), and tuk^waa?ath (Toquaht Nation).

From the Vital Signs Research Team

Creating the Vital Signs reports is a team effort that goes far beyond the names listed below. We would like to thank the many individuals and organizations who contributed their knowledge, experience, advice, and data so that we could bring you the 2023 Vital Signs. Thank you also to the advisory committee who convened to evaluate past reports and shared their ideas for priority areas to research and highlight. Although we were not able to incorporate all the ideas brought forward by this group—often because of a lack of available data—we have noted the areas of concern for future research.

This document is the fifth Vital Signs report from the Clayoquot Biosphere Trust (CBT). As such, it provides an opportunity to look back over 10 years to see how, or if, metrics have changed. Housing, for instance, was identified as a significant challenge in our 2012 report and the situation has only worsened. The impacts of COVID-19, recent road closures, and the region's reliance on tourism also ripple throughout the report, as do the inequities within the region. But compiling the report has also demonstrated how we care about our children and the environment, and how so many people and organizations are doing what they can to improve the health of the region and its people, however they define "health." As they demonstrate with their commitment to community, together we are stronger.

Janessa Dornstauder
Erika Goldt
Adrienne Mason
Janessa McCarthy-Frank
Faye Missar
Marianne Paquette
Colin Robinson

About Vital Signs

Vital Signs is a national program led by community foundations and coordinated by the Community Foundations of Canada that leverages community knowledge to measure the vitality of our communities and ecosystems, and supports actions that improve quality of life. The CBT is committed to a long-term monitoring program for the region and its communities, and aims to publish a Vital Signs report every two years.

About the Clayoquot Biosphere Trust

The CBT is both a biosphere region and a community foundation. As the only organization in Canada that encompasses both of these internationally recognized mandates, we see the opportunities and challenges in the region through a unique lens. The CBT is one of 1,800 community foundations worldwide implementing and monitoring the United Nations Sustainable Development Goals framework that sets targets for reducing poverty, ending hunger, ensuring quality education, and restoring ecosystem services. We also uphold the mission and mandate of the Man and the Biosphere Programme as one of 738 designated UNESCO biosphere reserves. At our core, we build assets, capacity, and trust within the region to strengthen the development of all citizens, communities, and the ecosystems on which we all depend.

The Clayoquot Sound Biosphere Region

The Clayoquot Sound Biosphere Region, referred to as “the region” or the “west coast” in this report, includes Hot Springs Cove, Ahousaht, Opitsaht, Tofino, Esowista, Ty-Histanis, Ucluelet, Hitacu, Macoah, and Area C of the Alberni-Clayoquot Regional District (ACRD-Area C). The CBT operates within the territories of five Nuu-chah-nulth nations: hiškʷiiʔath (Hesquiaht First Nation), ʒaaɦuusʔath (Ahousaht), ʒaʔuukʷiʔath (Tla-o-qui-aht First Nations), Yuutuʔitʔath Government (Ucluelet First Nation), and tukʷaaʔath (Toquaht Nation).

Explore Vital Signs data online

The Clayoquot Biosphere Data Hub centralizes Vital Signs regional indicators and provides you with a place to explore data gathered since 2011.



Marcie Callewaert John

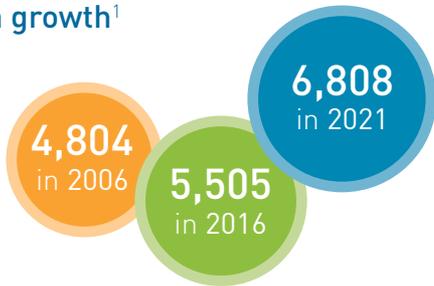
Data sources

This report compiles existing data from a variety of local, provincial, and national sources, including the 2021 Census Profile from Statistics Canada. Wherever possible, the report utilizes information specific to the regional scale, but, given our small population, this is not always possible. When that is the case, we rely on community specific data. You can find a detailed list of sources beginning on page 26.

Youth are one of the core priorities of the CBT, so, as we have done since the first Vital Signs in 2012, we give them a strong voice in this report. One hundred and sixty-nine high-school aged youth completed the survey at either Maaqtusiis Secondary School or Ucluelet Secondary School. Note that while this captures some sense of the youth in our communities, the data only reflects the opinions of students who responded and who are still in school.

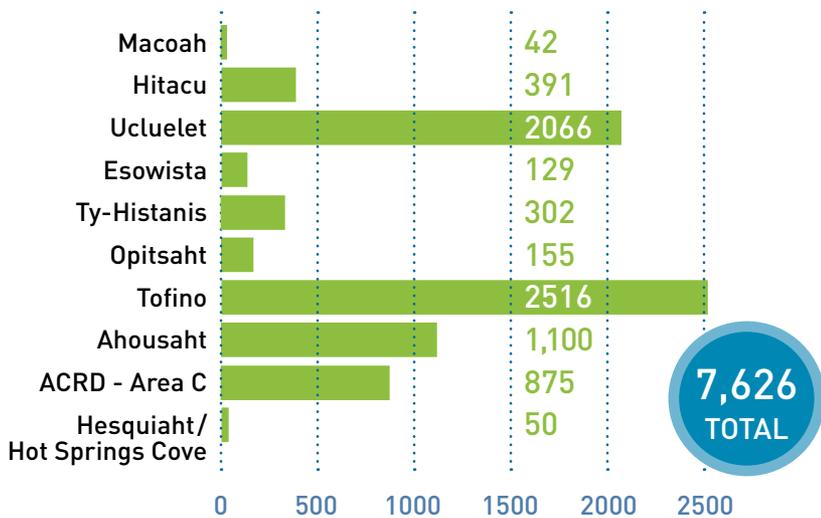
The region at a glance

Population growth¹

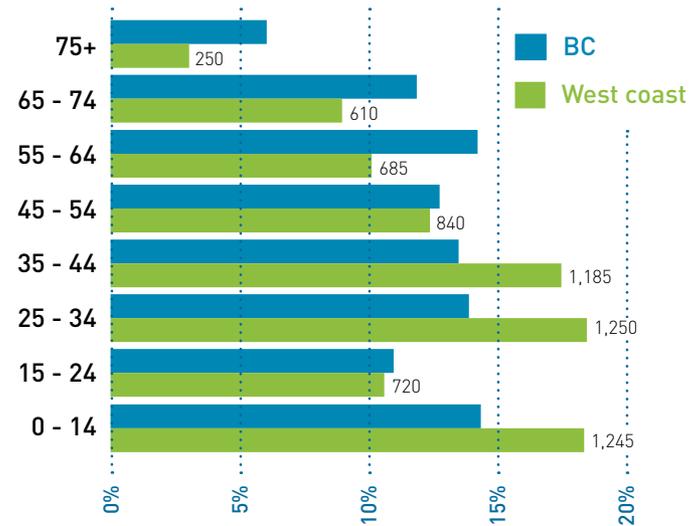


Population of west coast communities²

West coast communities often have a higher number of residents than that recorded in the Statistics Canada census. Communities have shared their population data to give us a more accurate calculation of the regional population as of 2023.



Population by age group³



Median age³

The west coast has a young population with a median* age of 39, compared to 43 in BC, and 48 on Vancouver Island.



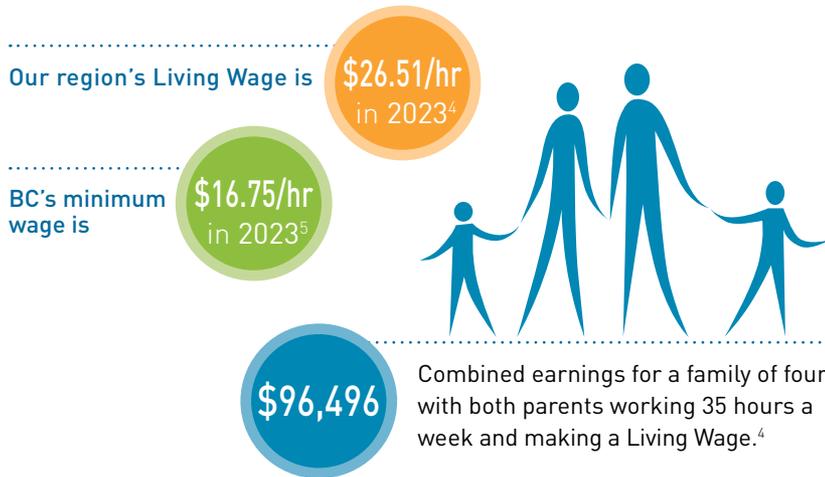
NOTE: *The median is the midpoint in a range. This means that half of the west coast population is younger than 39 and half is older.

Proportion of residents that identify as Indigenous⁵



A living wage is the income a family of four requires to maintain a decent standard of living and satisfy all of their basic needs. Working families that earn less than a living wage may face tough choices, such as deciding between paying rent or purchasing healthy food.

Learn more at: clayoquotbiosphere.org/research/living-wage



37% of residents in our region earn less than minimum wage, compared to 40% in 2011.⁶

51% of residents in our region earned less than our Living Wage in 2021.⁴

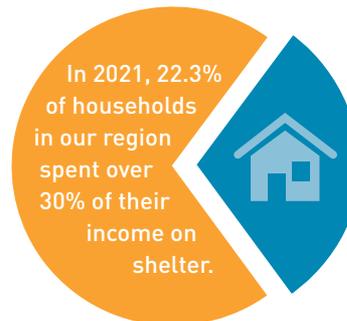
Income inequity

On the west coast, median income per person varies between communities and ranges from **\$22,400** to **\$42,800**.³

The median income for BC is **\$40,800**.

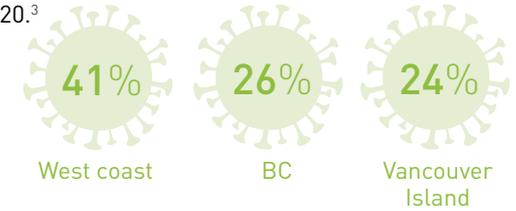
Household spending on housing⁹

According to Canada Mortgage and Housing, rent should not exceed 30% of income.



Note: Figure includes Tofino, Ucluelet, and Area-C only

Residents receiving COVID-19 benefits and recovery assistance in 2020.³



Children and seniors living in poverty⁷

In 2021, **11.3%** of seniors (over 65) and **19.5%** of youth (under 18) on the west coast were living in poverty compared to **14%** (seniors) and **11%** (youth) in BC.

Poverty rates vary widely in the region, and, depending on the community, are **7 to 17%** for seniors, and **9 to 40%** for youth.

Cost of food⁸

A comparison of 10 healthy food items showed that food prices are **21% more expensive** on the west coast than in Port Alberni.



Transportation inequality¹⁰



Return costs by boat or car to the closest grocery store in 2023

- Esowista • \$18.50
- Opitsaht • \$14
- Ahousaht • \$60
- Macoah • \$40
- Hot Springs Cove • \$150

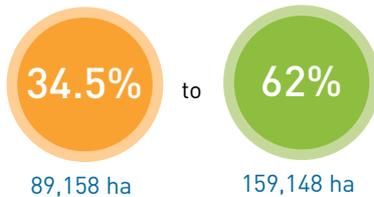
Environment • nismá – earth, everything, water and land. Central dialect

– Stewardship and restoration

Stewardship means “taking care of.” Nuu-chah-nulth nations have been stewarding these lands and waters since time immemorial. Since colonization, biodiversity has been lost at an alarming rate. Restoration is the targeted effort that rebuilds the land to support biodiversity.

Protected core area within Clayoquot Sound has increased¹¹

All UNESCO biosphere regions have a core protected area, which could include national and/or provincial parks for example. Since the Clayoquot Sound Biosphere was created in 2000, its core protected area has increased from



mainly due to the completion of watershed management plans. Global targets for biodiversity conservation aim for 30% of lands and waters to be protected by 2030.

Learn more about local research

Over the past two years, West Coast NEST (Nature. Education. Sustainability. Transformation) has created a series of videos in which west coast youth interview science and conservation researchers.

Check out the series at:



Redd Fish Restoration Society and Chad Chomlack

Indigenous protected and conserved areas

Nuu-chah-nulth nations have been stewarding the land since time immemorial and are leading the way in modern protection of their ha̓uutii [traditional territories] in order to safeguard cultural resources, maintain and enhance their traditional ways of life, steward biological diversity and natural environments, and support their community’s economic and social well-being.

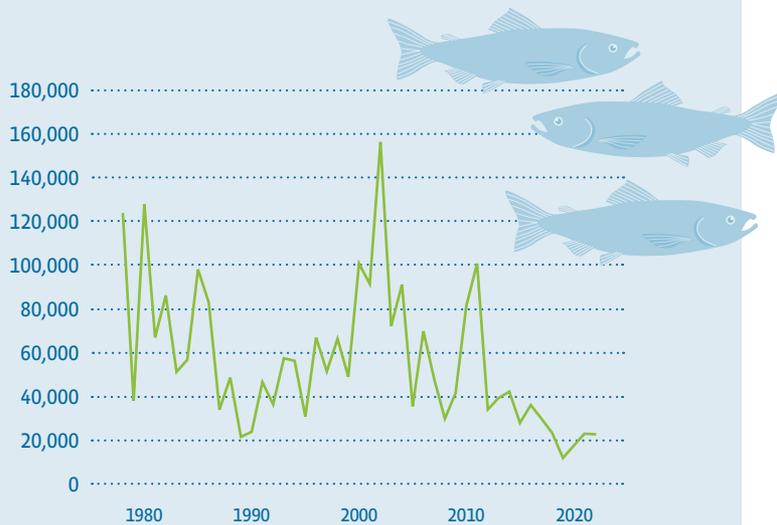
Examples include:

- The Ahousaht H̓awiih [hereditary chiefs] worked collaboratively with their chief and council and community to develop a **Land Use Vision** which was released in July 2022.¹²
- The Tla-o-qui-aht First Nations have declared their ha̓uutii, including four tribal parks, as an **Indigenous Protected and Conserved Area**.¹³
- The **Indigenous-led Westcoast Stewardship Corridor** is a collaborative project that links areas of cultural and ecological significance across Vancouver Island with a particular focus on prioritizing natural climate solutions. The initiative began in 2020 with a gathering in Hitacu, hosted by the Yuuutu?it̓at̓h Government.¹⁴

Number of salmon returning

The warmest eight years globally have all been since 2015, with 2016, 2019, and 2020 being the top three.¹⁵ Rising air temperatures affect water levels in rivers, which experience a drastic decline in summer and more frequent flooding and erosion in winter. This impacts salmon habitat and spurs the need for restoration efforts.

The warming climate, together with increased fishing, increased exposure to predation, marine contaminants, diseases, and invasive species, are driving down the number of salmon returning to rivers in Clayoquot Sound.¹⁶



In an effort to restore salmon habitat and support salmon recovery, local organizations gather twice a year at the Clayoquot Sound Salmon Roundtable to develop a collaborative stewardship approach.



Sander Jain

Habitat restoration

The results from a recent study analyzing air photos from 1937 to 2019 at Hitsyaq̓̓is (Tranquil River) show that salmon habitat is degraded due to historical harvesting operations in the watershed and that critical habitats for the freshwater life history of salmon have still not recovered fully.

[Check out the details of this study by scanning the QR code.](#)

Many watersheds across the west coast are in a similar state and are in need of restoration work.

Redd Fish Restoration Society helps restore local watersheds. They combine short-term strategies, such as in-stream or off-channel habitat restoration, with longer-term strategies, such as riparian restoration, slope stabilization, and road deactivation, in order to holistically accelerate processes that form and sustain salmon habitats. Each restoration project has been identified as a priority by First Nations partners.¹⁷



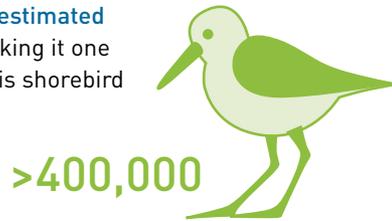
Environment

– Long-term monitoring

Long-term monitoring is essential for informing conservation efforts, detecting early warnings of biodiversity loss, understanding climate changes, combating shifting baselines, and making informed decisions in the face of complex environmental challenges.

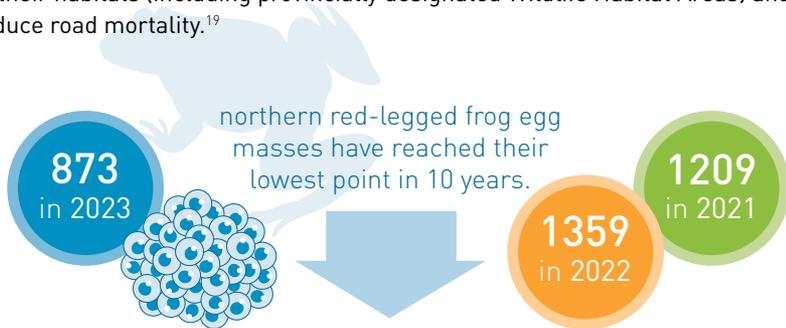
Shorebird habitats

The **Tofino Wah-nah-jus Hilth-hoo-is Mudflats** Western Hemisphere Shorebird Reserve Network site supports significant numbers of migrating shorebirds. Surveys from 2019–2021 by the Raincoast Education Society show that this site consistently hosts **>400,000 western sandpipers** per year, which is **>10% of the estimated global population** per year on average, making it one of the most important stopover sites for this shorebird in North America.¹⁸



Amphibian monitoring

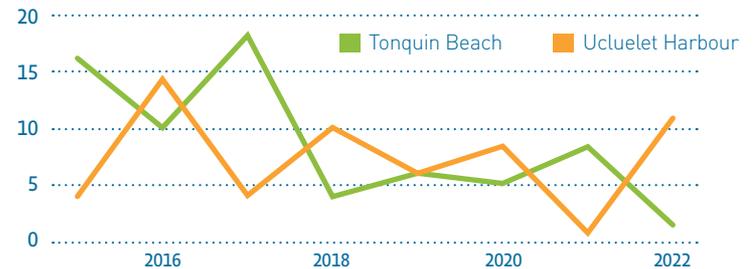
Amphibians live on both land and water and are indicator species sensitive to pollution, climate change, habitat loss, and road mortality. **Egg mass counts** help determine the overall health of a species. Annual counts of northern red-legged frog egg masses at Swan Lake have fluctuated over the past 10 years and reached the lowest point in 2023. Logging, road and trail construction, and summer drought have all contributed to the loss of their habitat. Efforts to counter these losses include four purpose-built amphibian underpasses and over 450 metres of wildlife fencing that connect amphibians to their habitats (including provincially designated Wildlife Habitat Areas) and reduce road mortality.¹⁹



Mark McKeough

Sea star wasting syndrome

% of sea stars showing evidence of wasting disease at Tonquin Beach and Ucluelet Harbour sites, (2015-2022)



Sea star wasting disease can rapidly progress to fragmentation of limbs, disintegration, and, in many cases, death. The cause of wasting disease is still being deliberated, however scientists are certain that it is exacerbated by warming ocean temperatures. Since 2015, Strawberry Isle Marine Research Society has partnered with dedicated organizations to regularly survey the region’s sea star communities. Their collective research supports a North America-wide monitoring effort led by Multi-Agency Rocky Intertidal Network.²⁰

Human-wildlife interactions²¹

Removing all human food attractants and keeping dogs leashed helps prevent negative human-wildlife interactions. Reported sightings to the WildSafeBC community coordinators and the BC Conservation Officer Service often fluctuate with the availability of attractants, and tend to increase when animals have access to human food and garbage.

Reported wildlife sightings

	2022	2021	2020
BEAR 	281	325	51
COUGAR 	6	12	13
WOLF 	11	6	17

Human-caused black bear mortalities

2014-18 (cumulative)	19	19	
2019	13	13	
2020	10	2	
2021	13	13	
2022	2	11	
	Motor-vehicles	euthanized*	total

Note: *Bears habituated by garbage, food, or other human attractants are euthanized by conservation officers.

Water quality monitoring

Based on research by University of Washington Tacoma, the marine heat wave in 2019 resulted in a lower total abundance of phytoplankton in Tofino Inlet than in previous years. This change represents a shift in the base of the food web.

The harmful alga, *Alexandrium* spp., which produces saxitoxins that may lead to Paralytic Shellfish Poisoning (PSP), has been found in Tofino Inlet in all sampling years.²²



Shellfish closures

A shellfish closure occurs if the sampled water meets the threshold for fecal coliforms (sanitary closure) or harmful bacteria, viruses, and marine biotoxins (biotoxin closure). Many areas are closed permanently due to a lack of monitoring rather than a confirmed presence of toxins.

Since 2023, the Nuu-chah-nulth Youth Warrior Family have established two clam gardens and are planning to create, monitor, and manage more throughout their territory. Restoration of some of the historical gardens is not possible because of industrial activity and sewage effluent.²³

Attractants drawing bears into conflict

	Garbage	*Other	Compost	Residential - fruit trees/berries	Livestock
2019	38	12	6		78
2020	8	11	2		1
2021	130	30	8	6	12
2022	60	101	10	1	8

Note: *sheds, vehicles, outdoor freezers, barbecues, grease bins, recycling.

Infrastructure and Sustainability

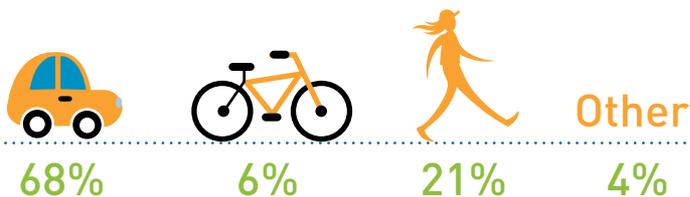


Rebecca Hurwitz

Number of electric vehicle charging stations on the west coast.²⁴



Main mode of commuting for the employed labour force on the west coast aged 15 years and over.¹



1 out of 5 youth missed work or a sports activity because they did not have a way to get there or home. This is up from

26%
in 2023

19%
in 2018

1 out of 4 youth missed school because they did not have transportation. This is up from

21%
in 2023

14%
in 2018²⁵

Transportation inequality

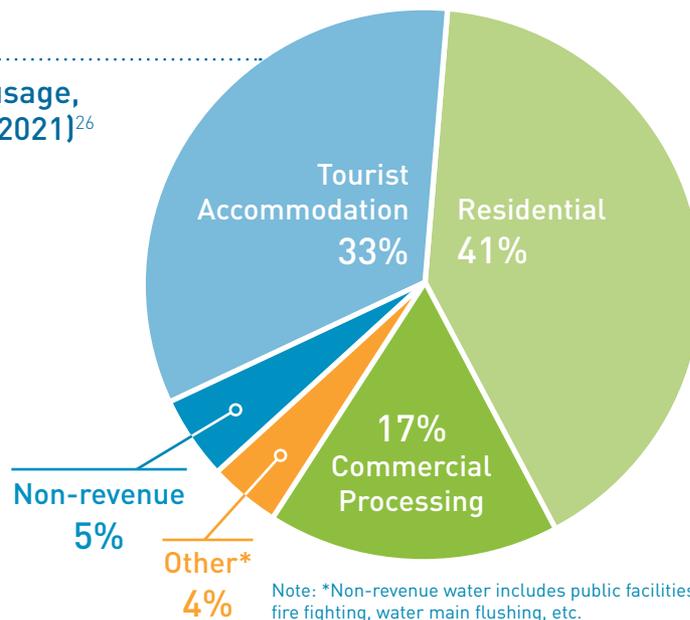
The region's communities are rural. Some people must travel outside their communities by boat or car for everyday needs, such as buying groceries, seeing a doctor, or for employment.¹⁰



Return costs to the closest grocery store in 2023

- Esowista • \$18.50
- Opitsaht • \$14
- Ahousaht • \$60
- Macoah • \$40
- Hot Springs Cove • \$150

Water usage, Tofino (2021)²⁶



Marine debris recycling infrastructure

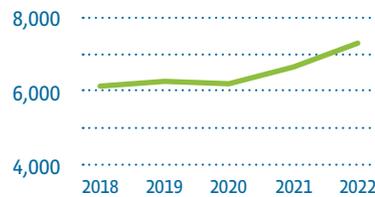
Thanks to the innovative recycling techniques of the nonprofit Ocean Legacy, Surfrider Pacific Rim has been able to **recycle approximately 80% of marine debris** removed from shorelines since 2017. In 2019, the ACRD partnered with Ocean Legacy to create end of life solutions for equipment from local aquaculture businesses. Since that time, over **120 tonnes** of rope and netting has been diverted from the West Coast Landfill.²⁷

Since 2016, volunteers from Surfrider Pacific Rim spent a total of **200 days** cleaning the shoreline and removed **93,000 kilograms of debris**. Their recent campaigns—Ban the Bag, Cut the Cutlery, Forget the Foam, Hold On To Your Butt—have resulted in local victories for ocean health. Since 2018, bylaws in the Districts of Tofino and Ucluelet have led to the ban of single-use items, including plastic bags, straws, polystyrene (foam) takeaway containers, plastic and bioplastic utensils, including chopsticks and stir sticks.

As of 2023, through beach clean-ups and a network of 92 cigarette disposal canisters across the region, Surfrider Pacific Rim has collected 1.4 million butts—one of the most common and pervasive sources of marine pollution—which have been recycled through TerraCycle’s free butt recycling program.²⁸

West Coast Landfill Waste Tonnage 2018–2021

Waste at the West Coast Landfill has increased 20.4% since 2018. 50% of the solid waste disposed of in the West Coast Landfill is collected from the commercial sector, which include resorts, hotels, restaurants, retail and other businesses.²⁹



*All communities except Opiosat, Ahousaht, and Hot Springs Cove.

In 2022, a three-bin—organics, recycling, and garbage—system for waste disposal was implemented*. In the first six months of the program, residents **diverted 30.4% of curbside waste** from the landfill, largely through the diversion of more than 130 tonnes of organic waste.³⁰



Mirae Campbell

Municipalities plan for climate change adaptation

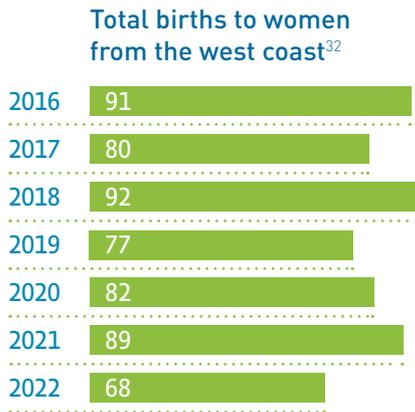
In 2019, the District of Ucluelet adopted its first Climate Action Plan, which set ambitious 2050 targets of 100% renewable energy and 80% reduction in greenhouse gas emissions. This was followed by a climate change adaptation plan in 2021 that identified current and future climate impacts to the community.

In 2021, the District of Tofino adopted new Official Community Plan that includes climate change resiliency as a foundational guiding principle. The OCP also contains objectives and policies specific to greenhouse gas emissions and solid waste reductions, supporting local food systems, and climate resilience. A 2022 report outlined 27 recommended resilience actions to address the highest climate risks over the short-, medium-, and long-term.³¹

Health is much more than simply the absence of illness, injury, and disease. Health also involves the social, emotional, mental, and spiritual well-being of individuals, families, and communities. This is why health starts where we live, work, learn, love, and play.

Maternal health

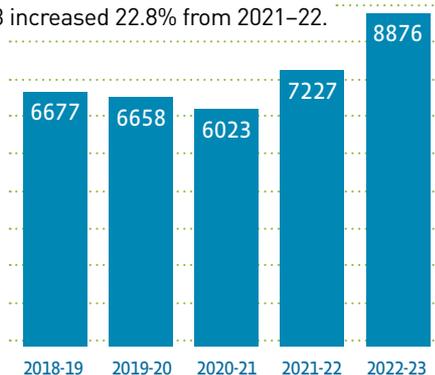
Women and families on the west coast must leave the region to give birth. This can incur high financial costs and cause significant stress to women as they are separated from their social support networks. Women and their families travel to various places on Vancouver Island, including the Comox Valley, Port Alberni, and Nanaimo, or even as far as the Lower Mainland, to give birth.



Emergency room admissions³³

Emergency room use is high on the west coast, especially during the summer months due to the influx of visitors and seasonal workers.

Emergency department admissions
in 2022–23 increased 22.8% from 2021–22.



The region's six doctors also cover the emergency room and can be pulled away from their clinics to attend emergencies.



Regional priorities

Top Regional Health Priorities from Coming Together Forum (2022)³⁴

- Child and youth health services and supports.
- Transportation system that connects communities.
- Funding and infrastructure for health services.
- Access to primary care.
- Housing.
- Manageable caseloads for health care workers.

Top Health Priorities from Long Beach Collaborative Services Committee (2023)³⁵

- Mental health and substance use.
- Access to primary care.
- Long term care.
- Hospital services.
- Maternity care.
- Indigenous traditional healers.

NOTE: *The committee includes representatives from Island Health, the First Nations Health Authority, the General Practice Services Committee, local First Nations and municipal governments, and the Nuu-chah-nulth Tribal Council.

Primary care is a person's first point of care with the health system, such as an appointment with a physician. Physician coverage in the region varies between communities.³⁵

Ahousaht	2 days/week
Tofino	5 days/week
Ty-Histanis	1 day/week
Ucluelet	3 days/week
Hitacu	1 day/week
Macoah	1 day/month

Note: 1 day = 1 doctor, so when 2 physicians are available on the same day this counts as 2 days. This data is as of September 2023.

Substance use

Mental health and substance use remains a top health concern in the region, with alcohol topping the list of substances of concern. Alcohol is an issue in all west coast communities, however, it is more dire in some communities, particularly those affected by colonialism, racism, the residential school experience, and intergenerational trauma.

According to Ahousaht Hereditary Chief Hasheukumiss (Richard George), alcohol use and bootlegging in Ahousaht is “a serious pandemic and a state of emergency ... [where] an estimated 300 to 500 bottles of vodka go every week [and are] sold for prices ranging from \$60 on average up to \$200 at times.” He states that more than 80% of recent deaths in the community have been related to alcohol.³⁶

Inclusion and accessibility

Gender neutral washrooms³⁷

A 2023 survey of restaurants* by the Coastal Queer Alliance found that gender neutral washrooms were available in:

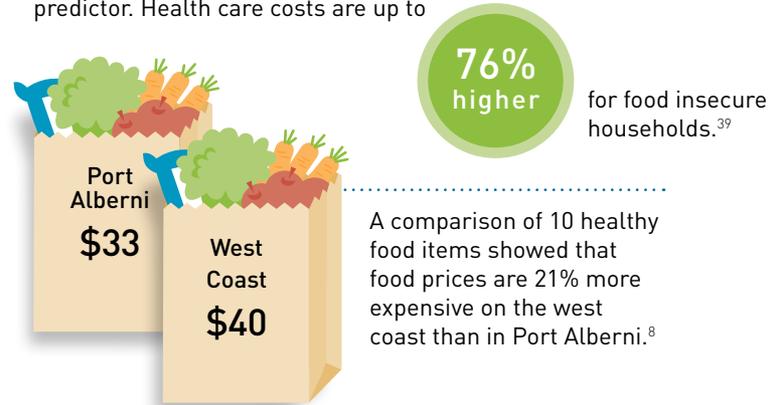


[Note: *Restaurants that served food/drink intended for seated service only.]

The CBT’s future Biosphere Centre—a gathering place for communities of the region that will offer teaching, education, research, and meeting spaces—has a comprehensive plan for **accessibility and inclusion**. The design includes all-gender washrooms, a hearing loop, an Elder’s room, braille tactile signage, and more.³⁸

Access to healthy food

Household food insecurity affects peoples’ physical, social, and mental health, and overall well-being. Many economic, social, environmental, and geographic factors impact food security, but income is the strongest predictor. Health care costs are up to



The Food Bank on the Edge, located in Ucluelet, serves an average of 145 registered clients per month. This does not include “drop in” users who may only access the food bank from time to time. Up to 30% of clients are ages 0 to 18.⁴⁰



Average monthly cost of a nutritious diet for a family of four in 2022⁴¹



The Coastal Queer Alliance provides resources on accessing queer-specific healthcare.



“Reconciliation is a process of healing of relationships that requires public truth sharing, apology, and commemoration that acknowledge and redress past harms.”
 – Truth and Reconciliation Commission of Canada⁴²

Residential and Indian Day Schools⁴³

Throughout the 1900s there were several church-run, government-funded schools for Indigenous children in the region. During their years of operation, residential schools housed thousands of children from along the coast. Day school students remained in their communities and went home to their families in the evenings. Attendance at these schools was enforced, and many children experienced physical, mental, emotional, and spiritual harm. These institutions are now widely recognized as being tools of assimilation that resulted in intergenerational trauma.

Residential schools

	Christie	•	Ahousaht
	– Meares Island and Tofino 1900-1983 Catholic	•	1904-1940 Presbyterian/ United Church

Day schools

	Hitacu	•	Ahousaht	•	Opitsaht
	1894-1966* Presbyterian/United Church	•	1940-1985 United Church, Presbyterian, Roman Catholic	•	1957-1971 Roman Catholic

Note: *There were periodic closures during these years.

To redress the impact of residential schools and to advance reconciliation in Canada, in 2015 the Truth and Reconciliation Commission made 94 calls to action.
 You can review the calls to action here:



Pole raising in remembrance⁴⁴

On July 1, 2022, the first totem pole in decades was raised in Opitsaht. The pole was carved by Joe Martin and is called Hinaaqsuuqʷa in honour of one of Martin’s relatives, a “truth-speaking orator.” Pre-colonization, Opitsaht was a thriving village of more than 200 homes, many with adjacent totem poles, that was destroyed in 1792 when American trader Captain Robert Gray set fire to the village. The skulls on the pole represent recent and historical pandemics that Nuu-chah-nulth people endured, missing and murdered Indigenous women and girls, and children who never returned home from residential schools.



Nuu-chah-nulth place names⁴⁵

An essential part of reconciliation is cultural and language revitalization which includes recognizing and using Nuu-chah-nulth place names. In Ucluelet, the first two of 54 proposed bilingual street signs were installed at the intersection of kʷakʷaʕtʰašii (Otter St.) and yʷickwʷanim tʰašii (Peninsula Rd.) in 2023. Other recent language restitution initiatives include a new welcome map at the Pacific Rim Visitors Centre that clearly acknowledges the Nuu-chah-nulth communities and place names of the region; the ʔapsčiiik tʰašii multi-use path in Pacific Rim National Park Reserve; the renaming of Maquinna Provincial Provincial Marine Park (or Hot Springs) as Nišmâqin, which Ahousaht operates; and the čumaata (Mt. Ozzard) mountain bike trails.



Working towards community safety and justice⁴⁶

Violence against Indigenous people is one of the long-lasting effects of colonization. There are cases of missing and murdered Indigenous women and girls in the region, as well as police shootings of Nuu-chah-nulth people. In 2021, the Tla-o-qui-aht First Nations developed a community safety initiative “to reaffirm and uplift systems of Indigenous care.”

This community-led initiative created a community safety and justice committee and a community safety plan, and hired a community safety and justice manager. The project also advanced relationships with the RCMP, probation officers, and the judge and crown prosecutors. The project aims to support and empower Tla-o-qui-aht First Nations members who have been victims or perpetrators of violence and crimes, and to support their healing/accountability.

Youth-led reconciliation projects⁴⁷

September 30th marks both the National Day for Truth and Reconciliation (a federal statutory day of commemoration) and Orange Shirt Day (a grassroots Indigenous-led commemorative day) in Canada. This day honours the survivors of the residential school experience and those who lost their lives, as well as their children and families.

In 2022, Ucluelet Secondary School and the Clayoquot Biosphere Trust partnered on a youth project on truth and reconciliation. Students met with residential school survivors, researched the Truth and Reconciliation Commission’s 94 calls to action, and designed and printed orange shirts.

Learn more about the project here:



Historical and modern treaties⁴⁸

From first contact until 1854, the British crown acquired certainty to land from First Nations through treaties in what is now known as British Columbia. There were no historical treaties signed with the First Nations in Barkley and Clayoquot Sounds and the land remained unceded. Today, the Toquaht Nation and Yuułu?it?ath Government are signatories to the Maa-nulth Agreement, a modern treaty signed in 2011 between British Columbia, Canada, and five First Nations.

Becoming allies⁴⁹

Programs such as the Tla-o-qui-aht First Nations’ Tribal Parks Allies provide a way for businesses and individuals to support the Tla-o-qui-aht Tribal Park Guardians and community programs, and to acknowledge the long stewardship of the land on which people live and visit. The voluntary certification system gathers one percent of revenues from businesses that operate within, or benefit from, Tla-o-qui-aht territory. The program was launched in 2018 and now has 120 participating businesses.

The Ahousaht Stewardship Fund provides a way for businesses and visitors to the Ahousaht traditional territory to acknowledge and support the nations’ long stewardship of the land and water. The voluntary ecosystem services fee supports the work of the Ahousaht Stewardship Guardians and is used for building and maintaining trails and other infrastructure, as well as ongoing monitoring and restoration.

Reconciliation for Japanese-Canadians

During the Second World War, Canadians of Japanese descent, including several hundred residents of Ucluelet and Tofino, were uprooted from the coast. Men were sent to work camps, and women, the young, and elderly, were relocated in internment camps in the interior of British Columbia and beyond. Valued members of local communities lost their homes, boats, and other possessions; very few families returned.

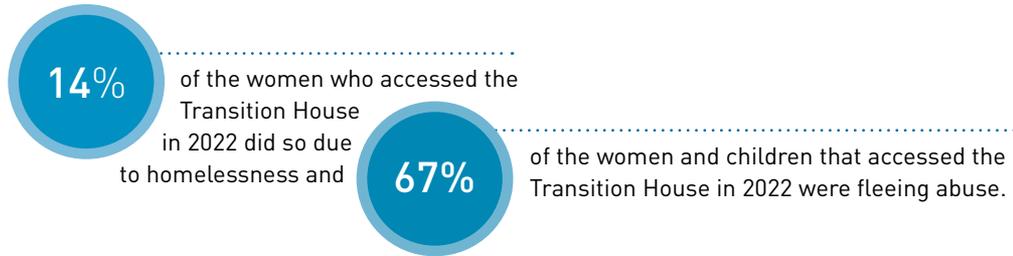
In 2019, the District of Tofino made a formal apology for a motion made in 1947 to “exclude Orientals” from the community. The motion to exclude the return of Japanese-Canadian residents was not passed, but a formal apology had never been made.⁵⁰

In 2022, descendants, family, and friends of Japanese-Canadian residents who were interned, as well as members of First Nations and European settler communities gathered to reminisce, exchange stories, and “examine the nature of shared community,” as an ongoing act of reconciliation.⁵¹

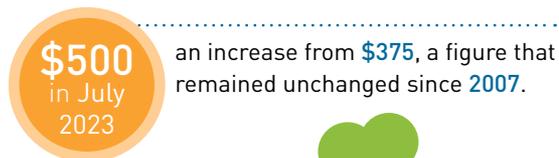
Housing • mamaḥt̓ii Central dialect

Housing for women fleeing violence and abuse⁵²

Westcoast Transition House is an emergency shelter run by the Westcoast Community Resources Society serving women and children fleeing violence and abuse.



Maximum shelter allowance for a single person on social assistance⁵³



Maximum shelter allowance



Average number of available rental units per month in Ucluelet and Tofino⁵⁴



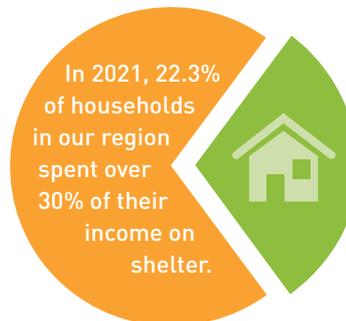
Residential units not occupied as a primary residence⁵⁵



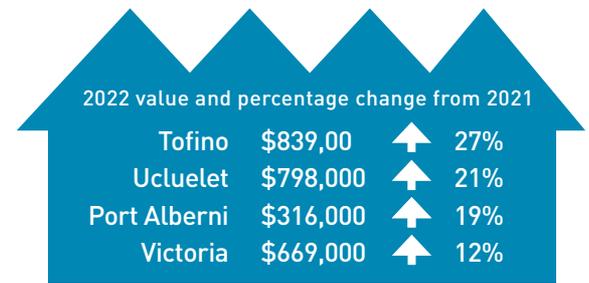
Note: These are dwellings that are unoccupied, or occupied temporarily by a person with primary residence elsewhere in Canada or abroad.

Household spending on housing⁹

According to Canada Mortgage and Housing, rent should not exceed 30% of income.

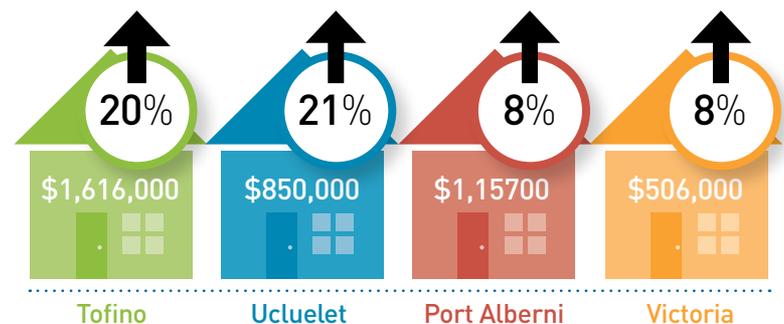


Note: Figure includes Tofino, Ucluelet, and Area-C only



Median assessed value of strata residential 2022⁵⁶

Percentage change from 2022 to 2023.



Median assessed value of single family home, 2023⁵⁷

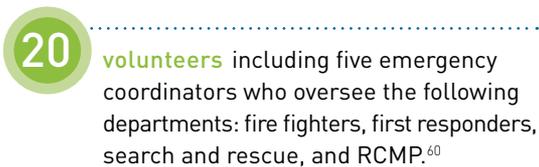
Safety • yuuchapiʔat – be careful what you say and do. Central dialect

Volunteer public safety organizations, such as fire departments and search and rescue teams, play a significant role in the safety of visitors. Challenges around housing and cost of living can affect an individual's ability to volunteer.

As of 2023, West Coast Inland Search and Rescue has **29 volunteers**.



The **Ahousaht Emergency Response Team** has over



Number of volunteer firefighters (2023)⁵⁹



Fire department call volume



Note that fire departments also respond to calls unrelated to fire, smoke, or alarms. The majority of call outs are as first responders and motor vehicle incidents.⁶¹



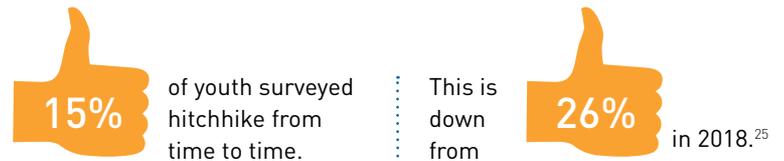
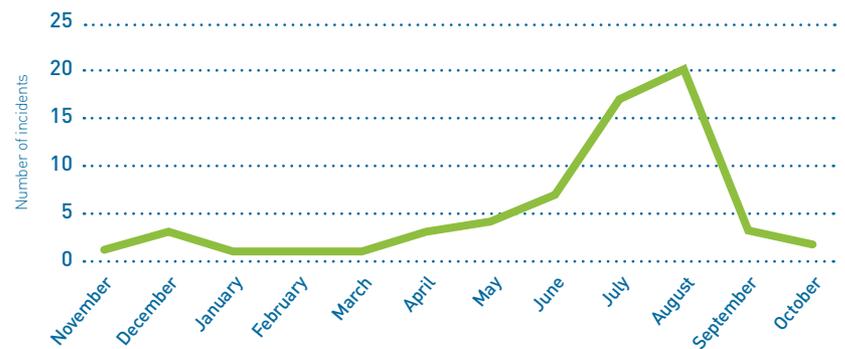
*Note: In 2020, the provincial government restricted the number of medical calls that all fire departments attended due to COVID-19. This is reflected in the reduced call volume.

Visitor safety

Visitor safety incidents in Pacific Rim National Park Reserve peak in summer. In 2022, there were **63 incidents** in the Long Beach Unit of the park:



Visitor Safety Incidents, Long Beach Unit, 2022⁶²



In a 2023 survey, youth said I feel safe ...

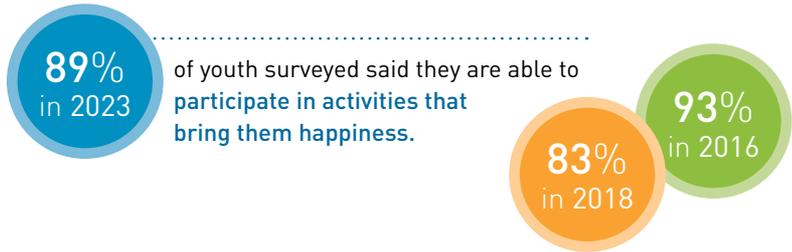


Youth • ʕaahiqsak Barkley dialect

The west coast region is one of the youngest communities in Canada. Youth input into programs and services is vital to build a happy and healthy community for everyone.

Youth Vital Signs focuses primarily on residents ages 13 to 19. The CBT's youth survey is conducted every two years at the secondary schools in Ucluelet and Ahousaht and all information is drawn from the survey unless otherwise noted. In 2023, 169 students, or about 55% of enrolled students completed the survey.²⁵

Happiness and belonging



	2023	2018
I belong in my community	76%	65%
I have people in my life who care about me	97%	95%
I am a happy person	83%	74%

Health

While youth generally report a high rate of physical well-being by eating healthy, exercising, and having support from their friends, family, and community, they are increasingly reporting more stress on their mental health.

On a weekly basis I feel...

	2023	2018	2016
Depressed or in despair	35%	20%	12%
Anxious or really worried	58%	21%	14%
Stressed	66%	36%	32%



In addition to physical activity, a good night's sleep combined with sharing meals with family members and starting the day with a healthy breakfast are important factors for positive physical and mental health outcomes in youth.

- Half say they don't get enough sleep.
- Half say they don't eat breakfast regularly and 10% say they don't eat breakfast at all.
- 83% eat dinner with their family most days of the week.
- 83% say they can prepare a healthy meal for family and friends.
- 85% say they are active and physically fit.

Youth and work

65%

of youth have a job, with 1/3 working just in the summer and 2/3 working year round.

85%
in 2023

said it wasn't hard to find a job, compared to

71%
in 2018



Sam Rose Phillips



When asked what they liked about living on the coast, youth overwhelmingly said nature and the environment, as well as living in a small community.

When asked what they do not like, they said not enough activities and opportunities, and the remoteness and isolation of communities.

Arts, culture, and recreation

24%

of youth participated in a cultural activity or event in the past month.

Activities students wish were available on the west coast:

1

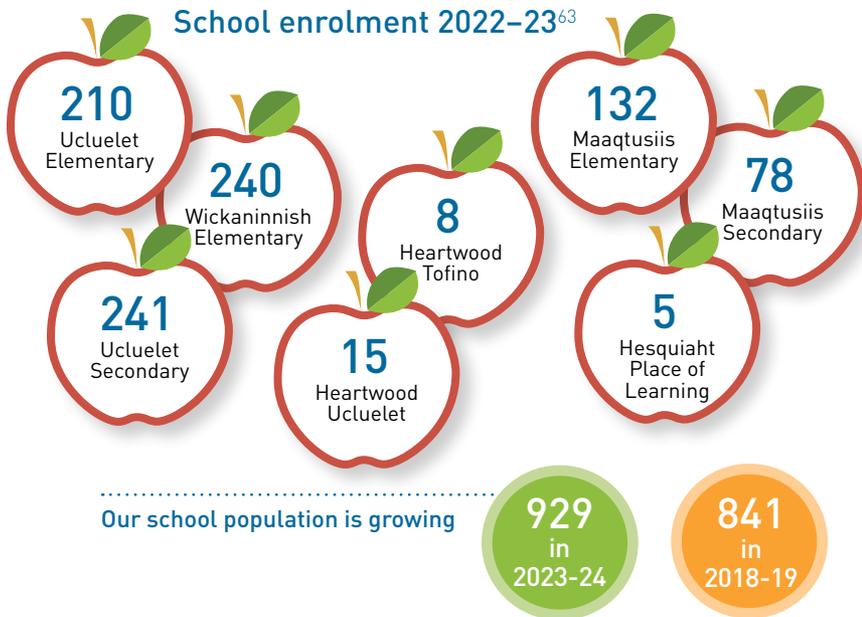
Sports, especially football, volleyball, and an ice rink.

2

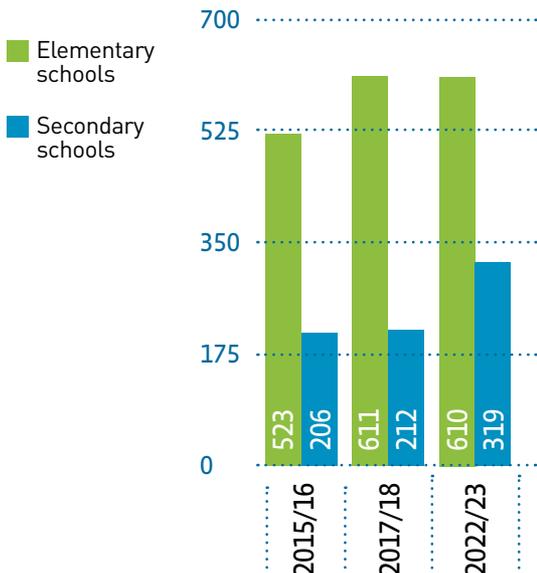
Music, dance, and theatre.

3

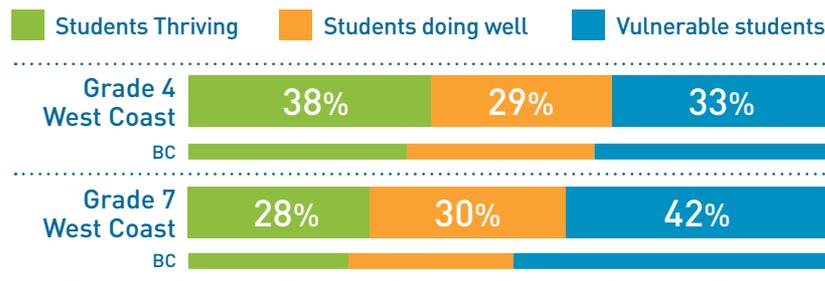
Technology, such as computers, coding, robotics.



Number of students enrolled in the region⁶³



The **Middle Years Development Index** looks at the well-being of Grade 4 and 7 students across many indicators of health, including connectedness, social and emotional development, and experiences during and after school. Overall well-being of children during these years establishes a student's lifelong identity and sets the stage for adolescence and adulthood. On the west coast, students are thriving at a similar level to others in BC. West coast students who were thriving during COVID-19 continued to do so, although the number of vulnerable students increased.⁶⁴



Overall, the index shows that west coast children are on par with BC children for having high levels of positive assets in their lives, including resiliency over COVID-19 from 2020 to 2023. The greatest challenge is **nutrition and sleep** for all ages.

Children reporting positive assets in their lives

	West Coast				BC			
	GRADE 4		GRADE 7		GRADE 4		GRADE 7	
	2020	2023	2020	2023	2020	2023	2020	2023
Adult relationships	83%	82%	82%	81%	82%	72%	72%	70%
Out of school activities	95%	80%	84%	81%	85%	82%	82%	87%
Nutrition and sleep	73%	63%	38%	58%	63%	58%	58%	56%
Peer relationships	98%	85%	74%	82%	80%	79%	79%	76%

The **Early Years Development Index** looks at how children in kindergarten could be vulnerable in their physical health, well-being, emotional maturity, and communication skills.⁶⁵

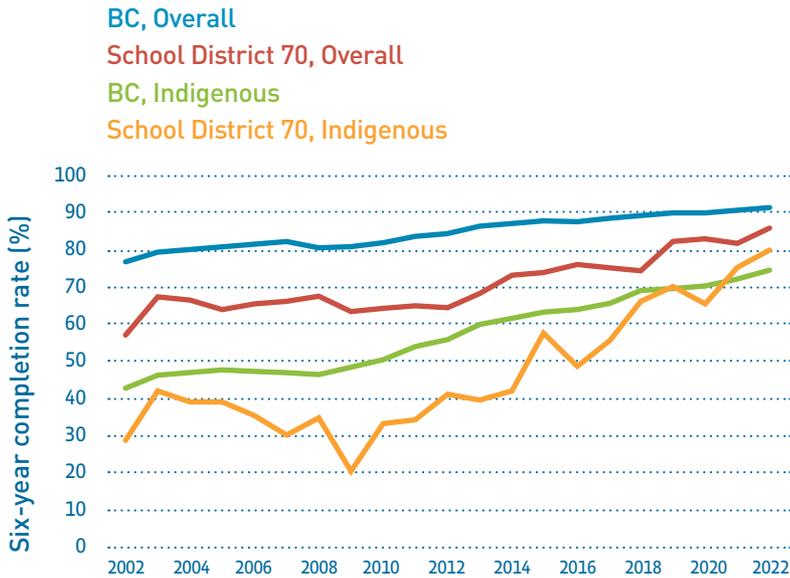
In the last wave of data from 2019–2022,



children showed vulnerability in one or more of these areas compared to



Six-year completion rates show how many students graduate from grade 12 within six year of starting grade 8. This information is available for School District 70, which includes Ucluelet Secondary School. Students who drop out or move to other school districts are not captured.⁶⁶



Mark McKeough

Average annual cost of university tuition for a full-time student in an arts and humanities undergraduate program.⁶⁷



	2017/18	2022/23
Royal Roads University	\$7,285	\$9,089
University of Victoria	\$5,368	\$6,045
Vancouver Island University	\$4,261	\$4,798

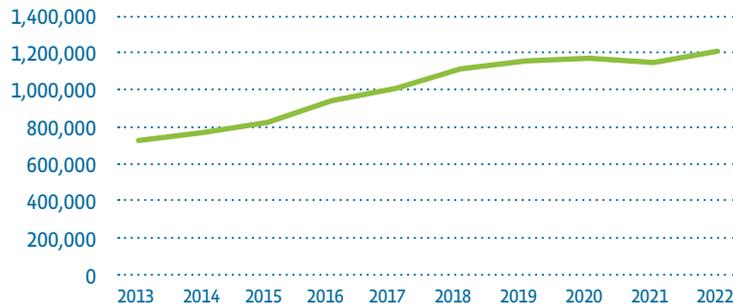
People and Work • mamums Barkley dialect

Tourism is a major driver in our region's economy. About 32% of our region's workers are employed in accommodation, food services, and retail trade.⁶⁸

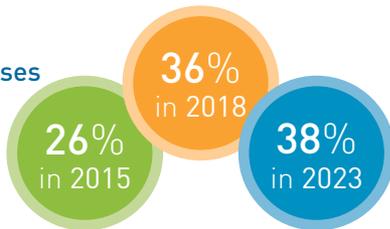


Visitation to Pacific Rim National Park Reserve continues to grow. In 2021–22 there were over 1.2 million visitors to the Long Beach unit of the park.⁶²

Pacific Rim National Park Reserve – Visitors to Long Beach



% of business licenses for accommodation services (Tofino and Ucluelet combined)⁶⁹



There are over 682 short-term rentals listed on AirBnB in the region.⁷⁰

In 2023, 17 youth participated in Youth Career Exploration workshops to learn about the local careers in environmental science and ecotourism.⁷¹



A living wage is the income a family of four requires to maintain a decent standard of living and satisfy all of their basic needs. Working families that earn less than a living wage may face tough choices, such as deciding between paying rent or purchasing healthy food. Skilled workers (e.g., managers, trades, teachers, healthcare workers, etc.) are more likely to earn above the living wage while those employed in tourism, retail trade, and food services are more likely to earn below the living wage.^{4&5}

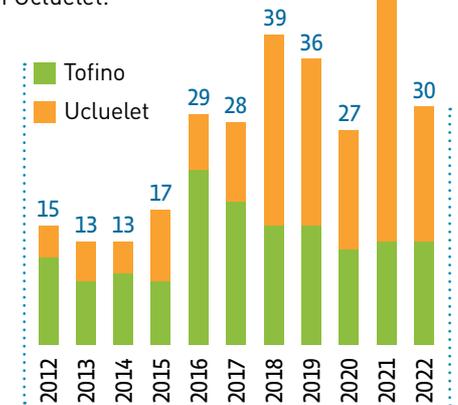


Residential building permits*⁶⁹

From 2012 to 2017 the majority of permits each year were issued in Tofino. From 2018–2022 the majority are issued in Ucluelet.



The 17-day closure of Highway 4 in June 2023 due to a wildfire resulted in an estimated \$44-million loss of revenue to west coast businesses, predominantly those in Ucluelet and Tofino.⁷²



(Note: *Tofino and Ucluelet combined.)

Arts and Culture • qačalmaq uk uhiš q^waažakqin tiičmis – those who make beautiful things and how we live.

Central dialect

Arts and culture is an essential components of vibrant, inclusive, and healthy communities as these activities help people better understand their individual and collective identities and create opportunities to build relationships through shared experiences.⁷³

Youth and the Arts²⁵



of youth surveyed in our region participated in an arts-related activity within the past month.

Activities included going to a concert or movie, playing a musical instrument, doing a hobby or craft, creating art, or taking a music lesson.



In 2022, the CBT's **Neighborhood Small Grants** program funded **14 culture grants** that supported grassroots community-building initiatives. Projects included a traditional clam harvest in Ahousaht territory, a button blanket workshop, and a winter pride dance.⁷⁴

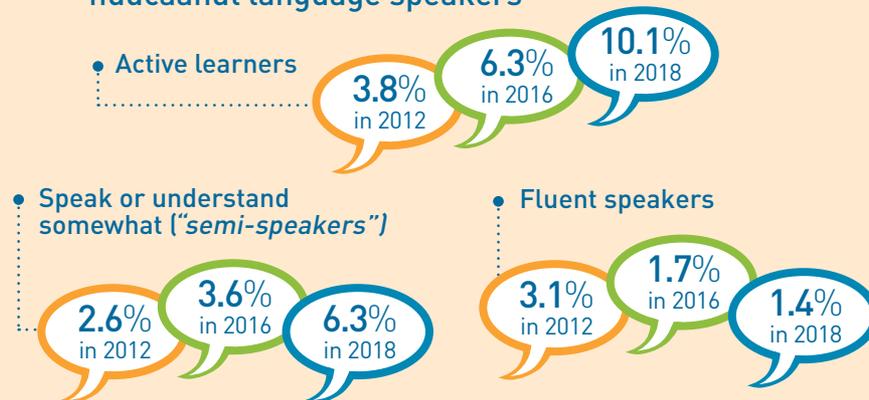
The CBT's **nuučaañut (Nuu-chah-nulth) Language Fund** supports Nuu-chah-nulth language revitalization within the Clayoquot Sound Biosphere Region by providing funding to language leaders from the five First Nations in the region.⁷⁵

Language and culture

nuučaañut (Nuu-chah-nulth) means “all along the mountains and sea” and comprises 14 First Nations along the west coast of Vancouver Island. nuučaañut is part of the Wakashan language family and has at least three distinct dialects, two of which—the Barkley Dialect and the Central Dialect—are spoken by the First Nations in the region.

Language is one of the most tangible symbols of culture and group identity, and while the number of fluent nuučaañut speakers is declining, there is a growing interest in learning the language.⁷⁶

nuučaañut language speakers*



*Note: Data is for all nuučaañut nations, not just in the Clayoquot Sound Biosphere region.

Belonging and Leadership • hi'yathqin ʔuʔiš ɥawiihukqin

Where we dwell, where our [current] home is, and our leaders.

Barkley dialect

Since starting in 2021, Coastal Queer Alliance has hosted

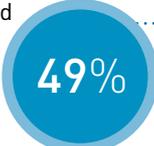


to support 2SLGBTQIA+ people in the region. Their work has included hosting regular Queer Surf events, art markets, and the creation of regionally specific healthcare resources.⁷⁷

In a 2023 youth survey,



of youth feel as if they belong in their community and



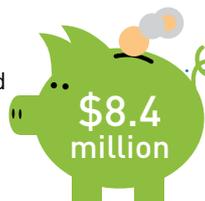
feel that they have a say in how their community is run.²⁵

Leadership Vancouver Island (LVI) is a community focussed, grassroots leadership development program that helps grow local leaders, provide local educational opportunities, and nurture cross-community and cross-cultural connections. Since 2014, there have been 94 LVI graduates.⁷⁸



35 in 2021

registered charities were active on the west coast. Overall, they had 99 part-time employees and 44 full-time employees and contributed nearly



\$8.4 million

in annual expenditures to the west coast economy.⁷⁹

In 2023, of youth surveyed reported that they had volunteered in the past month.²⁵



10%

Voter turnout for the municipal elections, 2022⁸⁰



down from



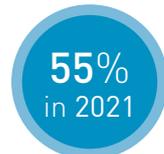
Voter turnout for the provincial election, 2020⁸¹



compared to



Voter turnout for the federal election, 2021⁸²



down from



Women in government positions⁸³



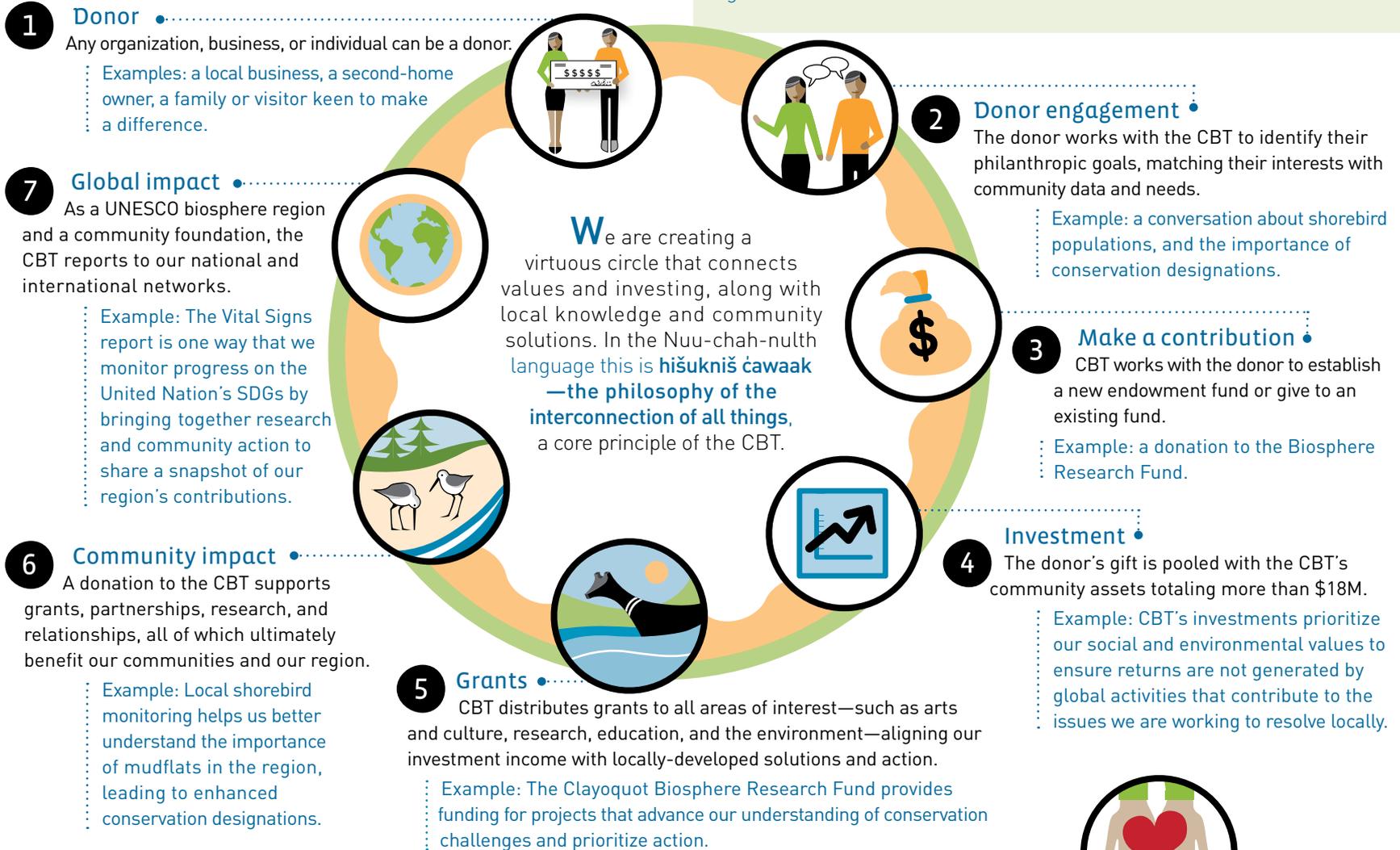
In 2023, women make up more than one-third of the seats in public office in the west coast region.

The CBT's Neighbourhood Small Grants (NSGs) program provides funding for small projects that help make our neighbourhoods and communities better. Since 2018, the CBT has funded 224 NSGs totalling close to \$88,370.⁸⁴

Giving for change

How do Vital Signs indicators turn into meaningful action?

As a UNESCO biosphere region and a community foundation working to achieve the UN's sustainable development goals, we use community funds to bring together people and resources, creating local solutions that make global contributions. **Here's how it works:**



A Gift in Your Will

Leaving a legacy through your estate plan is a powerful way to support the future health and vitality of the Clayoquot Sound Biosphere Region. Your gift will profoundly impact communities and ecosystems and is a vision for a better tomorrow. A gift of securities can be an alternative way to give, with considerable benefits to the donor and this region. We've been helping people leave legacies and provide gifts that make a difference since 2000.



For more information, please contact our executive director, **Rebecca Hurwitz** at 250.725.2219.



Acknowledgements

Vital Signs is possible thanks to the help and support of many individuals and community organizations. We would like to thank the following for their contributions to this year's Vital Signs report.

Vital Signs Advisory Committee

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Nuu-chah-nulth Language Committee for their guidance and translation of the theme words and phrases: Delores Baynes, Gale Johnsen, Louis Joseph, Levi Martin, Tim Masso, Arlene Paul, chuutsqa Layla Rorick, Asya Touchie, Bernie Touchie, and Adam Werle.

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The Vital Signs project team:

Adrienne Mason, project management and editing
Janessa Dornstauder, Erika Goldt, Faye Missar & Colin Robinson, research and data collection
Marianne Paquette, photo sourcing
Jason Sam, Erika Goldt, Janessa McCarthy-Frank, Brooke Wood, youth survey
Marion Syme, graphic design

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CLAYOQUOT SOUND BIOSPHERE REGION'S

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Vital Signs® is a community checkup conducted by community foundations across Canada that measures the vitality of our communities and identifies significant trends in a range of areas critical to quality of life. Vital Signs is coordinated nationally by Community Foundations of Canada and with special thanks to the Toronto Foundation for developing and sharing the Vital Signs concept.

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We celebrate our tenth year of educational programming in 2023!

◆ 2023 Naturalist Programs: **6,175 people attend 144 events**

Thanks to our Wild Pacific Trail Naturalists, **Josh McCullough & Laura Bonga**, and our partners, our interpretive season delivered at least one event nearly every day to the end of September.

Wild Pacific Trail Free Interpretive Events August 2023

UCLUELET, B.C.

10am Walks from Whale Parking Lot (Sundays, Mondays)
10am Whale Lot Walks (Thursdays, Fridays)
10am Big Beach Walks (Fridays)
8:30am Whale Lot Walks (Saturdays)

Activities include: Talking Trees Walk, Build-a-Whale, Salmon Trail Station, Fishy Forests, Whale Wednesday, and Shorebird Guided walk.

Funded by donations to the Wild Pacific Trail Society. Thanks to our partners: REDD Fish Restoration, Ucluelet Aquarium, Strawberry Isle Marine Research, Raincoast Education Society, Pacific Rim National Park Reserve & WildSafe BC.

WPTS Discovery Tent Programs:

Our booth at the lighthouse had complete occupancy for the entire summer, a first for us!!!!

Rotating topics were presented in static displays and in person with WPTS Naturalists who spoke on daily topics such as Talking Trees, Featured Birds of the month, Carnivores, and Whales.



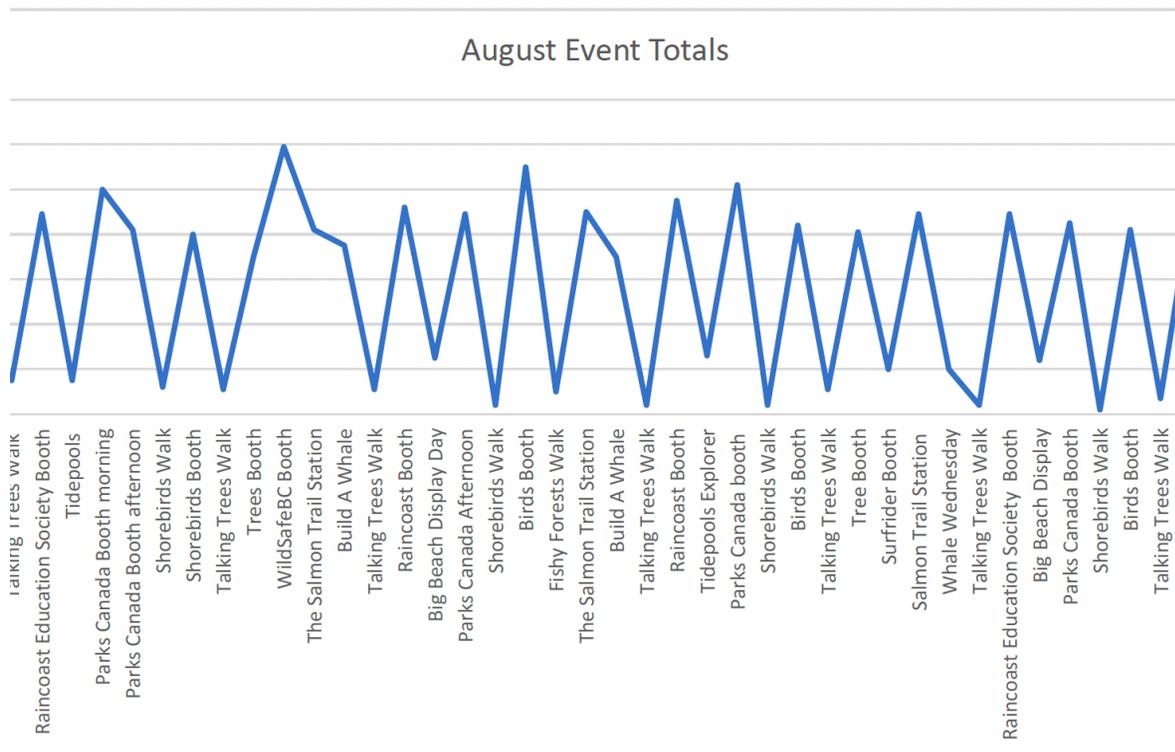


Figure 3: August Event Totals.
We had **2319 Interactions in August.**

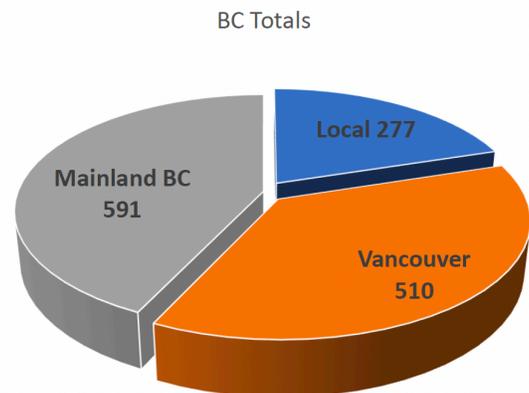
Overall, we had a **total of 6,175 Interactions** at our Discovery Tent and on Guided Walks

Within BC we recorded 1,378 significant interactions

- **Locals: 277 Vancouver: 510 Mainland BC: 591**

Canada (Outside BC): 249

Other Nationalities (USA, Europe, Other): 1,002



◆ Educational Partnerships:

- **Build-A-Whale** – Strawberry Isle Marine Research Society whale biology, anatomy, evolution, and conservation issues through the use of real Orca bones are taught.
- **Raincoast Education Society:** Total Interactions: 675
- **WildSafeBC:** Outreach, Total Interactions: 290
- **Redd Fish Restoration:** Total Interactions: 586
- **Ucluelet Aquarium:** A crowd favourite, at least 20 people weekly at Big Beach.
- **Pacific Rim National Park Reserve:** Weekly outreach at Discovery Tent in July from 1-4pm and in August from 10am-4pm. Total Interactions: 853



Total Partner Interactions: 2,448. Amazing what we can accomplish together!

- ◆ **Special Events:** **WHALE FESTIVAL, UKEE DAYS booth, PRAS Cultural Heritage Fair** and many guest naturalists such as **Silva Johansson and Ian Cruickshank.**
- ◆ **Environmental Stewardship:** With ever increasing trail users, the WPTS aims to preserve the ecological integrity of the Trail and surrounding area.

The presence of Naturalists encourages responsible user behaviour, safety and inspires a connection to Nature that fosters stewardship.



◆ New Crow's Nest Completed

Oyster Jim finished his second "Crow's Nest" located at the North end of the Artist Loops bringing a little hidden treasure to the Trail.



◆ District of Ucluelet/Trail Maintenance:

The Trail Society is appreciative of the ongoing support we receive from the District of Ucluelet staff and Council. We value this relationship, instrumental in bringing projects into fruition. Special recognition goes to Jason Mussell and Wanda McAvoy (Public Works and Parks) for their hard work on trail maintenance. Thanks!

◆ Local Fundraising Efforts:

Thanks to the CBT for funding for our Ancient Cedars Voice Box, Tourism Ucluelet for their brochure printing grant and to Black Rock Oceanfront Resort for their donation towards our upcoming interpretive signage project for the Ancient Cedars loop. We also thank the District of Ucluelet for their project funding, resulting in viewpoints and a new Crow's Nest in 2011-2023.

◆ Education Centre:

The Trail Society's board of directors continue to develop plans for a Wild Pacific Trail Centre. The Centre would offer a centralized location to offer indoor and outdoor educational programs, be a welcome/information centre, provide classrooms, administration office space and amenities.

We look forward to continuing our visitor education at the Lighthouse in 2024. While the Society would love access to the new Amphitrite House, we will not be involved in running a coffee shop planned by the District. We value a strong working relationship with the District keeping the public informed and respectful of the natural treasure that the Trail offers to thousands.

Thank you to the many volunteers, donors, partners, and community members who support the Wild Pacific Trail and make our programs thrive!

Sincerely,

Wild Pacific Trail Society

From: [Joseph Rotenberg](#)
To: [Joseph Rotenberg](#)
Subject: FW: Registration Open - Climate Change & Health Community Gathering
Date: November 30, 2023 4:29:33 PM
Attachments: [image001.png](#)
[Climate Change & Health Community Gathering - Save the Date.pdf](#)

From: Theresa Dennison <tdennison@avicc.ca>
Sent: Thursday, November 30, 2023 12:15 PM
To: AVICC Info <info@avicc.ca>
Cc: Climate & Health Community Gathering <climatehealthgathering@gmail.com>;
Paivi.Abernethy@islandhealth.ca
Subject: Registration Open - Climate Change & Health Community Gathering

[External]

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

Please see the communication below from Island Health, in partnership with Snuneymuxw First Nation, inviting AVICC members to attend the **Climate Change and Health Community Gathering**, taking place in Vancouver, Wednesday, January 24th & Thursday, January 25th, 2024. For further information, please email the Climate & Health Community Gathering Planning Team at climatehealthgathering@gmail.com.

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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Dear AVICC Members,

We respectfully invite you to join us on a collaborative journey to address the pressing need for developing new partnerships, strengthening old partnerships, healing the land and learning together amidst the climate crisis. In partnership with *Snuneymuxw First Nation*, *Island Health* invites you to a **Climate Change and Health Community Gathering** deeply rooted in the connections between climate change and its impacts on the health of people and the environment, including water, soil, air and all communities of the natural world.

Island Health is in the process of developing new programs in Population and Public Health, addressing climate change impacts on health and fostering healthy environments. It has joined forces with Snuneymuxw First Nation to learn more about existing climate action, community needs and partnership opportunities in the Island Health service area and Snuneymuxw territory, respectively. Because of the recent challenges within the region caused by droughts and flooding, water was chosen as the central theme for this Gathering. The idea is to learn from one another about climate change impacts on health, as well as about past and ongoing projects that help strengthen community climate resilience. We will also explore how we can develop practical solutions together to be better prepared. Topics include but are not limited to water scarcity, seafood safety, food security, ecosystem co-governance and flood prevention, etc.

Where: In-person at Vancouver Island Conference Centre (101 Gordon Street, Nanaimo)

When: Wednesday, January 24th & Thursday, January 25th, 2024

Who: Our target audience includes local governments, First Nations, and Métis communities for Vancouver Island and Coastal Communities served by Island Health. While leaders are welcome, our primary aim is to engage and empower dedicated staff actively working on climate change, health &/or water.

Cost: FREE (travel bursaries available if needed)

How to Register: Register on [Eventbrite](#) to save your seat and stay updated. Limited space is available, so please register early. We look forward to seeing you there!

Gathering description:

To create a safe shared space for communities in the Island Health Region to exchange their climate action-related stories, projects, and programs and learn from one another's experiences. To strengthen regional partnerships and collectively enhance health and wellbeing in an inclusive, respectful environment.

This marks an inaugural step in shaping the future of Island Health's Healthy Environments Program, aligning it with local communities' unique needs and priorities.

The Community Gathering serves three primary purposes:

1. Island Health learning from the vibrant communities we serve.
2. Communities coming together to share knowledge and form new partnerships.
3. Communities gaining insights from Island Health regarding the impact of climate on health across Vancouver Island and surrounding Coastal Communities.

We look forward to co-creating a healthier and more sustainable future with you. Save the date as we embark on this important journey.

--

On behalf of the:

Climate Change & Health Community Gathering
Planning Team

Island Health & Snuneymuxw
First Nation invite you to a

Climate Change & Health Community Gathering

for Vancouver Island &
Coastal Communities
served by Island Health

SAVE THE DATE

JAN 24-25, 2024



REGISTER HERE TO FIND OUT MORE:

bit.ly/cchcg-2024

