



REGULAR MEETING OF COUNCIL

Tuesday, January 9, 2024 @ 4:00 PM

George Fraser Room in the Ucluelet Community Centre and Electronically (Via Zoom)
500 Matterson Drive, Ucluelet

AGENDA

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

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

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

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

Page

1. CALL TO ORDER
 - 1.1 ACKNOWLEDGEMENT OF THE YUULU?IL?ATH
Council would like to acknowledge the Yuulu?il?ath, on whose traditional territories the District of Ucluelet operates.
 - 1.2 NOTICE OF VIDEO RECORDING
Audience members and delegates are advised that this proceeding is being video recorded and broadcast on YouTube and Zoom, which may store data on foreign servers.
2. LATE ITEMS
3. APPROVAL OF THE AGENDA
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 - 4.2 December 7, 2023, Regular Council Meeting Minutes 11 - 18
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[Jan 9, 2024 Council Delegation Request](#)

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Ravi Kahlon, Minister of Housing, Province of British Columbia

[63442 Ucluelet-McEwen](#)

- | | | |
|------|--|-----------|
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<i>Dan Ashton, BC United Shadow Minister of Municipal Affairs</i>
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| 10.3 | Regional district and City work together to create more accessible communities
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2023-12-08 News Release Accessibility Committee | 123 - 124 |
| 10.4 | BC Codes 2024 Adopted
<i>Jun'ichi Jensen, Executive Director, Building and Safety Standards Branch, Ministry of Housing</i>
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| 11. | MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS | |
| 11.1 | Councillor Shawn Anderson
<i>Deputy Mayor, April 1 - June 30</i> | |
| 11.2 | Councillor Jennifer Hoar
<i>Deputy Mayor, January 1 - March 31</i> | |
| 11.3 | Councillor Ian Kennington
<i>Deputy Mayor, July 1 - September 30</i> | |
| 11.4 | Councillor Mark Maftai
<i>Deputy Mayor, October 1 - December 31</i> | |
| 11.5 | Mayor Marilyn McEwen | |
| 12. | QUESTION PERIOD | |
| 13. | ADJOURNMENT | |

DISTRICT OF UCLUELET
MINUTES OF THE REGULAR COUNCIL MEETING
HELD IN THE UCLUELET COMMUNITY CENTRE, 500 MATTERSON DRIVE
Tuesday, November 21, 2023 at 4:00 PM

Present: **Chair:** Mayor McEwen
 Council: Councillors Anderson, Kennington, and Mafei
 Staff: Duane Lawrence, Chief Administrative Officer
 Bruce Greig, Director of Community Planning
 Abby Fortune, Director of Parks and Recreation
 Samantha McCullough, Manager of Human Resources and Communications

Regrets: Councillor Hoar

1. CALL TO ORDER

The meeting was called to order at 4:00 PM.

1.1 ACKNOWLEDGEMENT OF THE YUULU?IL?ATH

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

1.2 NOTICE OF VIDEO RECORDING

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

2. LATE ITEMS

There were no late items.

3. APPROVAL OF THE AGENDA

3.1 November 21, 2023 Regular Meeting Agenda

2023.2300.REGULAR *It was moved and seconded **THAT** the November 21, 2023, Regular Council Agenda be approved as presented.*

CARRIED.

4. PUBLIC INPUT & DELEGATIONS

4.1 Delegations

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

The delegate provided an update on the 2023 wildlife season which addressed wildlife conflicts, and WildSafe community outreach and support initiatives. WildSafe also outlined their 2024 initiatives.

Council discussed the importance and system for reporting human wildlife conflicts.

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

The delegate provided background on the Alliance Holdings' property off of Bay Street and noted challenges associated with obtaining building permits linked to an encroachment on the Bay Street road allowance by structures on their property and their current zoning which does not align with the Official Community Plan or the historic use of the property. The delegate outlined the history of the subject lands, encroachments, and negotiations with the District.

The delegate requested that:

- the transportation corridor requested by the District to extend Cedar Road through the delegate's property be decoupled from the encroachment issue;
- Council direct staff to address the encroachment issue by issuing encroachment permits for homes along Bay Street or reset the Bay Street road allowance to 50 feet;
- the property be rezoned to multi-family residential; and
- building permits for maintenance be issued before the encroachment and zoning issues are resolved.

5. UNFINISHED BUSINESS

There was no unfinished business.

6. REPORTS

6.1 2024 Council Meeting Schedule

Joseph Rotenberg, Manager of Corporate Services

Duane Lawrence, Chief Administrative Officer, presented this report.

2023.2301.REGULAR *It was moved and seconded **THAT** Council adopt the 2024 Annual Council Meeting Schedule as presented in Appendix A to Report No. 23-150, and direct Staff to give notice of the 2024 Annual Council Meeting Schedule.*

CARRIED.

6.2 1300 Peninsula Road Lease to Westcoast Community Resources Society
Bruce Greig, Director of Community Planning

Mr. Greig provided an overview of the report.

2023.2302.REGULAR *It was moved and seconded THAT subject to the Westcoast Community Resources Society receiving project funding from BC Housing, Council authorize the lease of the property at 1300 Peninsula Road to the Society for a fee of \$1 annually plus GST for a term of 60 years to operate 5 units of mixed market and affordable community rental housing.*

CARRIED.

7. NOTICE OF MOTION

There were no notices of motion.

8. CORRESPONDENCE

8.1 Adoption Awareness Month

Mitzi Dean, Minister of Children and Family Development

8.2 Ownership Matters: Building Community Wealth in Canada - Invitation to Speaker Series

**Heather Hachigian, PhD, Assistant Professor
 School of Business | Royal Roads University**

8.3 AVICC at UBCM & Emergency Management Engagement Association of Vancouver Island and Coastal Communities

**8.4 Ravi Kahlon, Minister of Housing
 Office of the Minister of Housing**

Council discussed the Minister's letter and noted Provincial funding allocated to support municipal planning and capacity building related to streamlining residential development.

9. INFORMATION ITEMS

9.1 Results of Project to Implement B&B Regulations Changes from Adoption of Ucluelet Zoning Amendment Bylaw No. 1310, 2022
Bruce Greig, Director of Community Planning

Council noted that the bylaw has resulted in additional long-term rentals and has slowed the number of Bed and Breakfast applications.

Staff provided details on the implementation of the zoning and regulatory amendment bylaws and in response to Council questions clarified that Provincial legislation removes lawful non-conforming status

for short-term rentals in some jurisdictions but noted the legislation must be reviewed in detail to understand local implications.

Council discussed the Provincial legislation and the best use of staff time to address local housing issues.

10. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS

10.1 Councillor Shawn Anderson ***Deputy Mayor, April 1 - June 30, 2023***

Councillor Anderson attended the District of Ucluelet Committee of the Whole on November 14th and an Alberni Clayoquot Health Network (ACHN) strategic planning session on the 15th where poverty reduction was identified as the key priority. He also attended the Decolonize First workshop hosted by ACHN on November 16th.

10.2 Councillor Jennifer Hoar ***Deputy Mayor, January 1 - March 31, 2023***

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

Councillor Kennington chaired the Accessibility Committee meeting where policy initiatives and directions are under development.

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

Councillor Maffei attended the Clayoquot Biosphere Trust Vital Signs launch event on November 9th and noted the importance of a well equipped and trained Fire Department.

10.5 Mayor Marilyn McEwen

Mayor McEwen attended:

- an Alberni-Clayoquot Regional District meeting and Strategic planning workshop on November 8th;
- the Remembrance Day Ceremony on November 11th;
- the Committee of the Whole meeting on November 14th where 16 community groups presented;
- the Decolonize First Workshop on November 16th; and
- the Tourism Ucluelet Board retreat at the Pacific Sands Resort from November 17th to 19th.

11. QUESTION PERIOD

Fawn Ross, 1645 Cedar Road, noted the Provincial legislation related to short-term rentals and asked if all communities must opt-into this legislation? The

Mayor clarified that the resort municipalities are excluded from the legislation related to short-term rentals unless they opt-in.

12. CLOSED SESSION

12.1 Procedural Motion to Move In-Camera

2023.2303.REGULAR *It was moved and seconded **THAT** the meeting be closed to the public in order to address agenda items under Section 90(1)*

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

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

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

CARRIED.

Meeting closed to the public at 5:16 PM and returned to open session at 7:30 PM.

13. ADJOURNMENT

This meeting was adjourned at 7:30 PM.

CERTIFIED CORRECT: Minutes of the Regular Council Meeting held on Tuesday, November 21, 2023 at 4:00 pm in the Ucluelet Community Centre 500 Matterson Road, Ucluelet, BC.

Duane Lawrence, Corporate Officer

Marilyn McEwen, Mayor

DISTRICT OF UCLUELET
MINUTES OF THE REGULAR COUNCIL MEETING
HELD IN THE UCLUELET COMMUNITY CENTRE, 500 MATTERSON DRIVE
Thursday, December 7, 2023 at 4:00 PM

Present: **Chair:** Mayor McEwen
 Council: Councillors Anderson, Hoar, Kennington, and Maffei
 Staff: Duane Lawrence, Chief Administrative Officer
 Bruce Greig, Director of Community Planning
 Abby Fortune, Director of Parks and Recreation
 James MacIntosh, Director of Engineering Services
 Joseph Rotenberg, Manager of Corporate Services
 Rick Geddes, Fire Chief
 Markus McRurie, Deputy Fire Chief

Regrets:

1. CALL TO ORDER

The meeting was called to order at 4:00 PM.

1.1 ACKNOWLEDGEMENT OF THE YUULU?IL?ATH

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

1.2 NOTICE OF VIDEO RECORDING

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1.3 DEPUTY CHIEF McRURIE, APPOINTMENT AS LOCAL ASSISTANT TO THE FIRE COMMISSIONER

Fire Chief Geddes outlined the Assistant to the Fire Commissioner's responsibilities. The Mayor and Fire Chief Geddes presented the Assistant Fire Commissioner badge to Deputy Chief McRurie.

2. LATE ITEMS

2.1 Consultant Contract Authorization for Development Cost Charges Program Review and Update

James MacIntosh, Director of Engineering Services

2.2 October and November 2023 Monthly Ucluelet Detachment Policing Reports

The Mayor noted the late items.

3. APPROVAL OF THE AGENDA

3.1 December 7, 2023, Regular Meeting Agenda

2023.2304.REGULAR *It was moved and seconded **THAT** the late item titled "October and November 2023 Monthly Ucluelet Detachment Policing Reports" be added to the agenda under the delegation by Sergeant Jones and the staff report titled "Consultant Contract Authorization for Development Cost Charges Program Review and Update" be added to the agenda as report Item "6.2".*

CARRIED.

2023.2305.REGULAR *It was moved and seconded **THAT** the agenda be reordered to move the report item titled "221 Minato Road - Park Dedication, Licence of Occupation and Covenant Amendment" to report item 6.6 and renumber the agenda accordingly.*

CARRIED.

2023.2306.REGULAR *It was moved and seconded **THAT** the December 7, 2023, Regular Council meeting agenda be approved as amended.*

CARRIED.

2023.2307.REGULAR *It was moved and seconded **THAT** section 8.3 of the Council Procedure Bylaw be temporarily suspended to allow three delegation at this meeting.*

CARRIED.

4. PUBLIC INPUT & DELEGATIONS

4.1 Delegations

Sgt. Marc Jones, Ucluelet RCMP Detachment

Re: Quarterly Update

Sergeant Jones provided an update on Ucluelet RCMP activities. He noted that the overall number of RCMP files at the local detachment is down but there have been an increase in mental health related files.

Paul Rosenau, EKISTICS Town Planning Inc.

Re: LT543 Helen Road - Introduction to Project

EKISTICS presented their concept for a development on Hyphocus Island.

The presentation addressed the topography, history, and ecology of the development site as well as archeological work conducted to date. It also outlined implications of the Zoning and Official Community Plan Bylaws on the site and introduced the conceptual design for the site which includes diverse housing types (including attainable and affordable housing), an integrated

trail system, and a boutique hotel. The delegate also noted proposed infrastructure upgrades including upgrades to the sewage treatment facility intended to address odor issues.

In response to Council questions, the delegate noted that the conceptual plan includes approximately 300-350 units. Approximately 150 of these units would be apartments, approximately 100 units would be townhouses, and the remainder would be single family homes which vary in size. The delegate also outlined strategies being considered to meet the 75% affordability index set by the Official Community Plan.

Denise Stys-Norman, Tourism Ucluelet
RE: 2024 Tactical Plan Overview

Tourism Ucluelet (TU) presented their 2024 Tactical Plan. The delegate outlined TU's governance model, the organizations mandate/purpose statement, challenges and achievements from 2023, next steps for the organization including their five focus areas, and TU's 2024 goals. The delegate noted that TU's Executive Director is stepping down so, 4VI will be supporting TU on an interim basis.

5. UNFINISHED BUSINESS

There was no unfinished business.

6. REPORTS

6.1 Peninsula Road Construction Contract Authorization
James MacIntosh, Director of Engineering Services

Mr. MacIntosh presented this report.

In response to Council questions Staff:

- clarified that phase one of the project includes above ground and below ground improvements along Peninsula Road between Bay Street and Seaplane Base Road and grant funding is only available for the above ground improvements;
- noted the below ground improvements are necessary because the storm water system in this area has failed;
- outlined strategies for decreasing the cost of disposing of contaminated soils in the project area which presents an unanticipated liability with a value that could be as high as \$800,000; and
- and funding sources for addressing this risk.

Staff further noted that the grant funding cannot be transferred to the below ground works or be used to dispose of the contaminated soils. Staff also outlined challenges associated with differing the contract reward.

Council discussed the risk of awarding the contract given uncertainty associated with the cost of disposing of the contaminated soil.

2023.2308.REGULAR *It was moved and seconded **THAT** Council authorize the Mayor and Corporate Officer to execute a \$2,698,533, plus G.S.T. contract to Hazelwood Construction Services for the construction of the Peninsula Road Safety and Revitalization Project.*

CARRIED.

6.2 Consultant Contract Authorization for Development Cost Charges Program Review and Update

James MacIntosh, Director of Engineering Services

Mr. MacIntosh presented this report.

2023.2309.REGULAR *It is was moved and seconded **THAT** Council authorize the Corporate Officer to execute an up to \$90,000 plus G.S.T. contract to Urban Systems Ltd. to review and update the Development Cost Charges program and bylaw.*

CARRIED.

2023.2310.REGULAR *It was moved and seconded **THAT** Council direct staff to allocate up to \$90,000 plus G.S.T. in the 2024 budget for the review and update of the Development Cost Charges program and bylaw funded through Development Cost Charge Reserves.*

CARRIED.

6.3 Lot 13 - BC Housing Partnering Agreement

Bruce Greig, Director of Community Planning

Mr. Greig presented this report.

2023.2311.REGULAR *It was moved and seconded **THAT** Council authorize execution of the Affordable Home Ownership Program Partnering Agreement between the District and the British Columbia Housing Management Commission for funding contribution in conjunction with the BC Housing Affordable Home Ownership Program.*

CARRIED.

2023.2312.REGULAR *It was moved and seconded **THAT** Council authorize execution of the Project Partnering Agreement for the 33-unit development at Lot 13 Marine Drive between the District, the British Columbia Housing Management Commission, APMC Holdings Ltd. and Andrew Charles McLane.*

CARRIED.

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

Occupancy and S. 219 Covenant
Bruce Greig, Director of Community Planning

Mr. Greig presented this report.

2023.2313.REGULAR *It was moved and seconded **THAT** Council authorize the District of Ucluelet's Corporate Officer to execute a Licence of Occupation with the Province of British Columbia for that portion of the Terrace Beach trail overlapping the area of Crown Land which intersects the trail Statutory Right-of-Way EPP117266.*

CARRIED.

6.5 Retail Cannabis Sales License Application for Unit #5-250 Main Street
John Towgood, Municipal Planner

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

2023.2314.REGULAR *It was moved and seconded **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.*

CARRIED.

6.6 221 Minato Road - Park Dedication, Licence of Occupation and Covenant Amendment
Bruce Greig, Director of Community Planning

Mr. Greig presented this report.

In response to Council questions, Staff clarified the term in the License - Bridge Use Agreement which permits the District to designate or approve the consultant used to ensure environmental compliance is standard language introduced by the District's solicitor. Staff further explained that the bridge location is unlikely to change but if it does, Council approval would be required.

2023.2315.REGULAR *It was moved and seconded **THAT** the meeting be closed to the public in order to address agenda items under Section 90(1)(e) of the Community Charter:*

- *the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality.*

CARRIED.

The meeting was closed immediately after item 6.6 was introduced at 5:54 PM and reopened to the public at 6:26 PM. Discussion related to item 6.6.

commenced after the meeting was reopened to the public.

- 2023.2316.REGULAR *It was moved and seconded **THAT**, with regard to the development of the property at 221 Minato Road, Council authorize the following:*
- a. acceptance of the Park Land and Road dedication as shown on Plan EPP129243; and,*
 - b. issuance of a Licence of Occupation for the existing bridge.*

CARRIED.

- 2023.2317.REGULAR *It was moved and seconded **THAT** with regard to the development of the property at 221 Minato Road, Council refer issuance of a License of Occupation to enable studies and surveys to assess the feasibility of creating a dock access viewpoint or other pedestrian water access to Staff for further investigation and a report.*

CARRIED.

- 2023.2318.REGULAR *It is moved and seconded **THAT** Council indicate that approval of the above is subject to the owners agreeing to amend the restrictive covenant CB365207 currently registered on the title of the land at 221 Minato Road to ensure that, prior to subdivision or development of the land, the property owners will remove objects and structures from the park area and leave the land in a clean state, including but not limited to:*

- a. greenhouse;*
- b. wood sheds;*
- c. deck platform and stairs; and,*
- d. any other manmade objects or materials.*

CARRIED.

7. NOTICE OF MOTION

There were no notices of motion.

8. CORRESPONDENCE

8.1 Amphitrite Coffee Shop *Wild Pacific Trail Society*

Council noted this correspondence item.

8.2 BC - Private Member's Bill C-273 *Peter Julian, MP - New Westminster-Burnaby*

9. INFORMATION ITEMS

9.1 Council Strategic Priorities Update *Duane Lawrence, CAO*

Mr. Lawrence presented this report.

9.2 Clayoquot Biosphere Trust 2023 Vital Signs Report

Rebecca Hurwitz, Executive Director, Clayoquot Biosphere Trust Society

9.3 Wild Pacific Trail 2023 Season Summary
Wild Pacific Trail Society

9.4 Registration Open - Climate Change & Healthy Community Gathering
Association of Vancouver Island and Coastal Communities

10. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS

10.1 Councillor Shawn Anderson
Deputy Mayor, April 1 - June 30, 2023

Councillor Anderson attended the final Decolonize First Workshop and a Alberni Clayoquot Health Network meeting.

10.2 Councillor Jennifer Hoar
Deputy Mayor, January 1 - March 31, 2023

Councillor Hoar attended the Wild Pacific Trail Society meeting on December 6th.

Councillor Hoar encouraged residents to attend Glee Club's performance of Scrooge on December 8th and to participate in the Reverse Advent Calendar as well as the Food Bank on the Edge Christmas Hampers.

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

The Mayor wished residents a happy, healthy and safe holiday season.

The Mayor attended:

- the Alberni-Clayoquot Regional District Board Meeting on November 22nd, where funding was approved to procure a for the Long Beach Airport;
- the Decolonize First Workshops on November 23rd, 30th and December 7th;
- Midnight Madness on November 24th;
- the pre-budget workshop on November 28th;
- ay 4VI event on November 30th;
- a West Coast Committee meeting on December 6th. A

presentation on the West Coast Transit was provided. Transit will commence in mid-April and there will be 42 bus stops on the route with six stops in Ucluelet. A ten year lease agreement with the Long Beach Golf Course was also approved.

- a meeting with the Resort Community Mayors on December 7th.

11. QUESTION PERIOD

11.1 Patricia Sieber, 1058 Helen Road

Ms. Sieber noted a letter she submitted which raises questions about the development proposed for Hyphocus Island. She asked whether development fees will cover all expenses associated with the development including the expanded road access? She further noted concerns with the development's proximity to the sewage lagoon.

Councillor Hoar left the meeting at 7:00 PM.

12. CLOSED SESSION

12.1 Procedural Motion to Move In-Camera

2023.2319.REGULAR *It was moved and seconded **THAT** the meeting be closed to the public in order to address agenda items under Section 90(1)(c) of the Community Charter:*

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

CARRIED.

The meeting was closed to the public at 7:02 PM and reopened to the public at 7:26 PM.

13. ADJOURNMENT

The Regular Council meeting was adjourned at 7:27 PM.

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

Duane Lawrence, Corporate Officer

Marilyn McEwen, Mayor



DISTRICT OF UCLUELET

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: January 9, 2-24

Organization Name: District Developments Corp.

Name of person(s) to make presentation: Jessica Tempesta

Topic: Intro of District Developments & 221 Minato Rd Project

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

Please describe:

Introduction and overview of District Developments Corp and proposed residential project at 221 Minato Rd.

Contact person (if different from above): _____

Telephone Number and Email: 778-834-9418 / tempesta@districtgroup.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.



DISTRICT OF UCLUELET

Request to Appear as a Delegation

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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: November 21, 2023

Organization Name: Wild Pacific Trail Society

Name of person(s) to make presentation: Barbara Schramm

Topic: Trail Society 2022/2023 Successes & Future Growth

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

Please describe:

The Wild Pacific Trail wishes to thank District staff and Council for their 24 year partnership by sharing highlights from this past year. Outlining how funding and donations are making an impact on enhancing present and future trails for locals and visitors and in the protection of the wild spaces, coastlines and sustainable trail use.

Contact person (if different from above): Shannon Szymczakowski

Telephone Number and Email: [REDACTED]

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.

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

Scan for details

UCLUELET, B.C.

Visit our Lighthouse Discovery Tent

Free

(First lot on Lighthouse Loop) (Picnic Area Matterson Dr)

10am 10am 8:30am

Walks from Whale Parking Lot Whale Lot Walks Big Beach Walks Whale Lot Walks

Walk & Booth SUNDAYS Walk & Booth MONDAYS Lighthouse 10-1pm Daily Booth TUESDAYS Lighthouse 10-noon Daily Booth WEDNESDAYS Walk & Booth THURSDAYS Walk & Booth FRIDAYS Walk & Booth SATURDAYS

1 Ucluelet Map (LOCATION COLOUR KEY) 2 Kid-friendly activity **Build-a-Whale** At the Lighthouse 3 Whale Lot: 10-11am Guided Walk Every Thursday 4 Walk + beach tent til 1 5 8:30-9:30am daily **Shorebird Guided walk** 12 Guest: Ian Cruickshank

6 Talking Trees Walk 7 Wild Safe BC 8 Salmon Trail Station Lighthouse 10-1pm Every Tuesday Get your passport stamp 9 Kid-friendly activity **Whale Wednesday** 10 am to 12 pm LIGHTHOUSE BOOTH 10 Talking Trees Walk 11 Ucluelet AQUARIUM 11 Tidepools or Big Beach Walk Every Friday from Picnic Area Tides determine route. Plus: 19 How can we fly thousands of miles? 20 14 Fishy Forests Fish-eye view of forests! 15 THE SALMON TRAIL 16 Orca skeleton 17 Activities with raincoast EDUCATION SOCIETY 18 Parks Canada Outreach 10 am-4 pm daily at Lighthouse Tent Whales, wildlife & living on the edge safely 25 26 + Shorebird Discovery tent

27 + Our daily Tree Booth Why does this coast have the biggest trees? 28 Fishy Forests How can fish feed forests? 29 30 Kid-friendly activity **Build-a-Whale** At the Lighthouse 31 No event

Lighthouse: 10-1 daily Lighthouse: 10-1 daily Lighthouse: 10-12 daily Amphitrite Lighthouse: Booth Days Lighthouse: 10-1 daily

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.



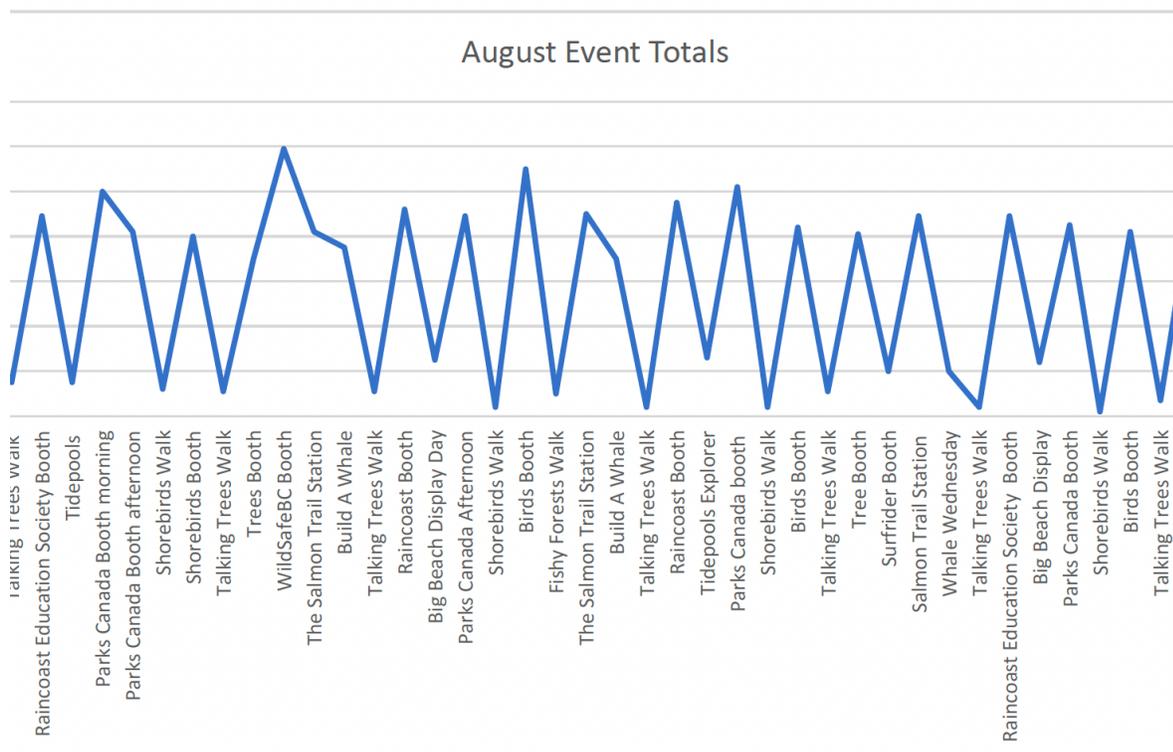


Figure 3: August Event Totals.
We had **2319 Interactions in August.**

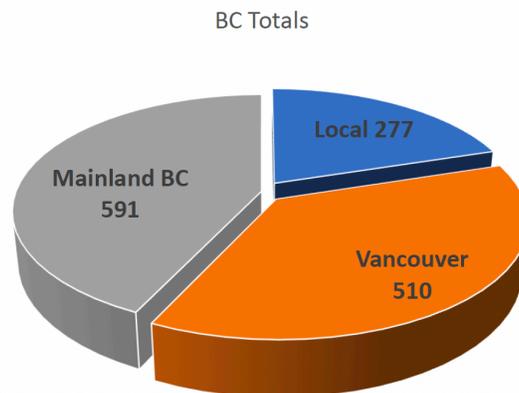
Overall, we had a **total of 6,175 Interactions** at our Discovery Tent and on Guided Walks

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

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.



REPORT TO COUNCIL

Council Meeting: January 9, 2024

500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: ABIGAIL FORTUNE, DIR OF RECREATION & PARKS

FILE NO: 7900-10

SUBJECT: AMPHITRITE HOUSE USAGE STRATEGY

REPORT NO: 24- 01

ATTACHMENT(S): N/A

RECOMMENDATION(S):

THAT Council support the programming for Amphitrite House usage strategy as presented in staff report 24-01.

BACKGROUND:

As outlined in the original grant application, the purpose of the Amphitrite Point project is to enhance park infrastructure thereby improving access and the recreation experience for residents and visitors to the west coast. In March of 2017, Ucluelet acquired 18.3 ha of Coast Guard lands to develop as recreational park. The site, including an active 100-year-old lighthouse, is a trailhead to the Wild Pacific Trail which offers spectacular views of Barkley Sound and the Pacific Ocean. The project will improve safety, accessibility and increase the public's connection to the place and its history. The renovation of the lightkeeper's house will create a gathering space for safe storm watching, while providing visitors with information regarding the surrounding community, including its cultural and natural histories.

The improved facility would provide permanent accessible washrooms, sheltered viewing areas and space for interpretive presentations. The District launched a feasibility study to explore potential uses and programs, as well as provide concepts for physical improvements to accommodate program uses for Amphitrite Point. The District of Ucluelet hired the Landscaping Architecture firm of Murdoch de Greeff Inc. (MDI) to carry out a feasibility study of the site. After becoming familiar with the site and meeting with District of Ucluelet representatives MDI produced a set of analytical drawings and conceptual plans that were presented during public open houses. The open houses were well attended.

Through the public consultation, the project was designed with an open space concept for programming, rental opportunities, accessible washroom, large viewing deck and a small coffee/tea bar. The space on the main floor of the building is approximately 1230 sq/ft which is equivalent in size to Activity Room one and two at the Ucluelet Community Centre.

The goals for this project include cost recovery, maximizing programming and rental usage, through effective use and planning of the space itself. An additional goal is to create a special place for community and visitors alike to enjoy. Annually, the Wild Pacific Trail Lighthouse Loop sees over 240,000 people with peak times being June to September when more than 50,000 people per month (July) can be seen on the trail. As stated, the administration and usage of Amphitrite house itself will focus on programming, events, and rentals, working with other non-profit organizations and the café. Events could include such opportunities as meetings, fundraisers, and even small celebrations. Programming could include early morning fitness, adult education, interpretive programs and evening lectures or programs. Equipment and storage for the space would also need to be addressed with such aspects as mobile display cases, cocktail height tables and chairs, support equipment and garbage cans.

Proposed strategy for usage of space

Early morning usage:

between the hours of 6:00 AM and 9:00 AM the traffic to the area is lighter. Early morning programming could occur with such activities as yoga, meditation class or Stretch and Strength class. This would allow a programming for a small number of participants to start the day off.

Daytime usage:

between the hours of 9:00 AM and 4:00 PM is a peak time for visitors and community members to the area. When the facility is open to the public time would be available for such activities as enjoying a coffee, interpretive programming, and activities on an inside day, learning through historical display cases and last but not least, a safe place to come in from the wind and the rain.

Early evening usage:

between the hours of 4:00 PM and 6:00 PM the area is a little quieter. Depending on the time of year people are out for an evening walk to catch a sunset or participating in other activities. During this time, the facility will be available for set up of evening programming/events or small meetings or programs.

Evening usage:

between the hours of 6:00 PM and 10:00 PM is a slower time for the park area but perfect for private events, fundraisers, programming in the wintertime and a sunset to watch.

By having a strategic plan for usage of the space, we will be able to maximize usage and exposure of Amphitrite House for tourists and community members alike to help meet the goal of facility cost recovery while showcasing what Ucluelet has to offer and be proud of.

Schedule Example

	6 AM - 9 AM	9 AM - 4 PM	4 PM – 6 PM	6PM - 10 PM
Winter	Program	Open	Open/rental	Rental/event/program
Spring	Program	Open	Open/rental	Rental/event/program
Summer	Program	Open	Open/rental	Open/Rental/event
Fall	Program	Open	Open/rental	Rental/event/program

For the cafe, a request for proposals would be issued imminently. Aspects considered for the RFP will include but not limited too, scheduling, space restrictions, storage, equipment, lease cost or percentage agreement, District’s recovery of hard costs, evening options, liquor license, garbage, oversight of the space, and seasonality. Open time would also potentially allow the cafe to be open between 9:00 AM and 4:00 PM, this would be negotiated through an RFP.

Lastly, the District of Ucluelet, would work with other organizations such as the Wild Pacific Trail Society, Ucluelet and Area Historical Society, and Tourism Ucluelet. By collaborating with these non-profit organizations, enhanced programming and information could occur within the space, which could include but not be limited to, interpretive programming, lecture series, display cases, and satellite visitor services.

Usage of Amphitrite House, and the administration of it, in terms of, cost recovery, scheduling, programming, events, equipment, and the cafe set up would be reassessed after one year to ensure target goals are being met.

ANALYSIS OF OPTIONS:

A	Approve the proposed usage strategy	<u>Pros</u>	<ul style="list-style-type: none"> this will allow staff to move forward on planning for the space
		<u>Cons</u>	<ul style="list-style-type: none"> staff would need to reassess the space and do further presentation to Council for usage requirements
		<u>Implications</u>	<ul style="list-style-type: none"> staff would put an RFP together for the café for issue staff would outline programming for the space
B	Advise staff of additional or modified operating parameters	<u>Pros</u>	<ul style="list-style-type: none"> incorporates additional considerations in the operational plan for the site further input would be gathered
		<u>Cons</u>	<ul style="list-style-type: none"> delay in moving forward with the programming for the project delay in issuing an RFP a delay could occur in opening the facility
		<u>Implications</u>	<ul style="list-style-type: none"> additional work and staff time would be required to explore further options

	<p><u>Suggested Motion</u></p>	<p>THAT Council direct staff to revise the Amphitrite House program by adding/removing _____ and provide an updated report with impacts and implications for Council’s consideration.</p>
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NEXT STEPS:

- Issue an RFP for the café
- Program planning and scheduling for the upcoming space
- Connecting with nonprofit organizations

Respectfully submitted: Abigail Fortune, Director of Recreation & Parks



REPORT TO COUNCIL

Council Meeting: January 9, 2024

500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: ABIGAIL FORTUNE, DIRECTOR OF RECREATION & PARKS

FILE NO: 7900-10

SUBJECT: JAPANESE CANADIAN HERITAGE PAVILION

REPORT NO: 24- 03

ATTACHMENT(S): N/A

RECOMMENDATION(S):

THAT Council, supports a Japanese Canadian Heritage Pavilion recognizing the history of Japanese Canadians in Ucluelet, by approving the following:

1. that the District supports the Ucluelet Historical Society's efforts to secure grant funding for the construction of the pavilion;
2. that upon completion of the pavilion, Council accepts the structure as a District of Ucluelet asset, including basic maintenance of the structure and the liability associated with the use of the structure by the public;
3. that a 250 square foot area, in an unimproved portion of the public road, located right-of-way at the Ucluelet Inlet end of Matterson Drive be provided for the pavilion; and,
4. that, if unforeseen technical issues arise for the specified site during construction, Council supports finding another suitable location on other municipally owned land for the pavilion.

BACKGROUND:

At the September 9, 2023, regular Council meeting, Ucluelet & Area Historical Society's (UAHS) requested a site location on District land for the Japanese Canadian Heritage Pavilion Project. The purpose of the pavilion would be to tell the story of how Japanese Canadians living in Ucluelet, became part of the community. Their story would be told through story board panels housed within a pavilion structure. In addition, the UAHS are requesting that the District accept the structure as its own once built, which would include the on-going maintenance and liability associated with it.

The Ucluelet & Area Historical Society has long seen the need for permanent recognition of the local Japanese Canadian community's achievements and resilience. The society is applying to create a permanent open air, interpretive, heritage pavilion, comprised of descriptive historical panels telling the story of Japanese Canadians who were also known as West Coast fishing families in the 20th century. The ideal location for the pavilion would be on the harbors edge

overlooking the shoreline site where Japanese Canadians located one of their six pre-World War II villages.



The District of Ucluelet's Official Community Plan supports the proposed Japanese Canadian heritage pavilion through several policies.

Policy 2.80

Develop a program and budget for gradually upgrading public access to the ocean (physical or visual) wherever possible, including the undeveloped road at ends of Matterson, Alder & Norah.

Policy 3.40

Work with local historians and the heritage conservation branch to locate, identify and record all significant heritage and cultural features and sites.

Policy 3.48

Support the Ucluelet & Area Historical society in planning for a future museum and/or venues for historical displays and archives.

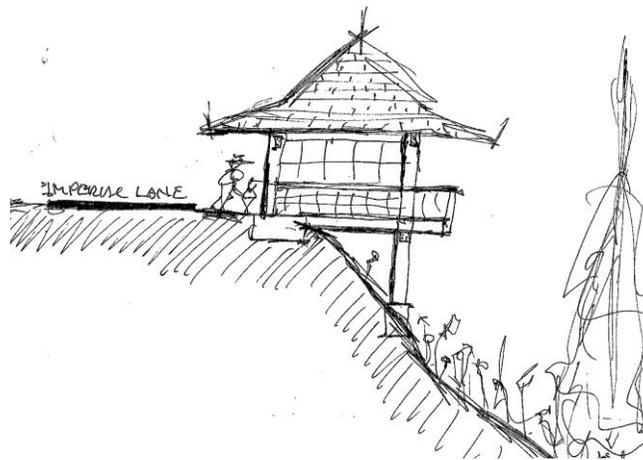
Policy 3.51

Identify and connect places of historical significance as part of the future Ucluelet walking tour.

Policy 3.52

Support community cultural events that celebrate and built cultural experiences for residents and visitors and foster further understanding and connection to this place.

Japanese Pavilion Proposed Style



Area of road dedication proposed for the Pavilion

3 |

The proposed location of the pavilion is located in a road dedication adjacent to two properties which were part of a former industrial sites (Imperial oil). Work in road dedications adjacent to current and previous industrial sites (old gas stations, fish plants, fuel storage plants,) are a fairly common occurrence in the day-to-day repair of roads, storm, sewer, water lines and other utilities. The standard approach to work occurring in areas not specifically identified as contaminated but are adjacent to known industrial sites is to monitor any digging for contaminants. Any materials taken off site, would need to be tested before they are put into the landfill. In a review of the available environmental site investigations reports the proposed pavilion site is not in an "Area of Concern", but the reports do indicate that there may be, general contaminates in the road dedication. Staff contacted Imperial Oil and their representative stated that based on their more recent reports, there is no evidence of contamination in the area identified for the construction for the pavilion. The proposed pavilion may require an excavation of approximately 40-80 cubic yards of soil with the excavated soil not leaving the site. The excavated soil could be utilized to backfill the foundation and therefore no soil material is anticipated to leave the site, all soil would be put back in its original location. The District of Ucluelet could follow the standard approach of works in road dedications of dig and monitor for the project, but out of an abundance of caution, and due to the circumstance of having soil testing consultants in Ucluelet working on another project, the District of Ucluelet has engaged a consultant to take soil samples at the pavilion location. Test results are expected back in mid January.

It should be noted that regardless of the potential construction of this project, that works in this road dedication area will be required at some point for the repair and expansion of utilities or to facilitate other potential public realm projects.





REPORT TO COUNCIL

Council Meeting: January 9, 2024

500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

FILE NO: 0890-20 TUGWELL FIELD

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

REPORT NO: 24- 02

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

RECOMMENDATION(S):

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

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

BACKGROUND:

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

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

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

The Lands:

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

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

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

Terms of the Purchase and Sale Agreement:

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

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

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

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

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

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

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

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

ANALYSIS OF OPTIONS:

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

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

POLICY OR LEGISLATIVE IMPACTS:

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

NEXT STEPS:

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

Respectfully submitted: Joseph Rotenberg, Manager of Corporate Services

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated for reference November 10, 2023, is

BETWEEN:

DISTRICT OF UCLUELET

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

(the “**District**”)

AND:

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

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

(the “**Purchaser**”)

WHEREAS:

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

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

ARTICLE 1 - DEFINITIONS

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

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

ARTICLE 2 - PURCHASE AND SALE

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

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

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

ARTICLE 3- CONDITIONS PRECEDENT

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

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

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

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

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

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

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

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

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

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

ARTICLE 4- TRANSFER

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

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

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

4.5 Completion –

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

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

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

ARTICLE 5 - REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

5.5 District's Representations, Warranties and Covenants –

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

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

ARTICLE 6 - MISCELLANEOUS

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

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

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

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

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

- (a) To the Purchaser:

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

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

And

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

With a copy to the Purchaser’s Solicitors:

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

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

- (b) To the District:

District of Ucluelet
200 Main Street

Ucluelet, British Columbia, V0R 3A0

Email Address: jrotenberg@ucluelet.ca

Attention: Joseph Rotenberg

With a copy to the District's Solicitors:

Young, Anderson

1616 – 808 Nelson Street

Vancouver, British Columbia, V6Z 2H2

Email Address: grochenkov@younganderson.ca

Attention: Serge Grochenkov

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

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

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

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

6.9 Interpretation – In this Agreement:

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

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

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

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

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

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

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

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

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

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

This area is intentionally left blank.

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

same agreement.

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

DISTRICT OF UCLUELET

by its authorized signatory(ies):

Signature: _____

Name: _____

Position: _____

Date: _____

Signature: _____

Name: _____

Position: _____

Date: _____

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

by its authorized signatory(ies):

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

SCHEDULE "A"

[Option to Purchase begins on subsequent page.]

TERMS OF INSTRUMENT – PART 2**OPTION TO PURCHASE**

THIS AGREEMENT dated for reference November 10, 2023, is

BETWEEN:

DISTRICT OF UCLUELET

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

(the “**District**”)

AND:

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

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

(the “**Owner**”)

WHEREAS:

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

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

ARTICLE 2 – GRANT OF OPTION

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

ARTICLE 3 – EXERCISE OF OPTION

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

ARTICLE 4 – COMPLETION

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

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

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

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

ARTICLE 5 – CLOSING PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 – GENERAL

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

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

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

(a) To the Owner:

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

With a copy to the Owner’s Solicitors:

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

(b) To the District:

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

Attention: Municipal Clerk

With a copy to the District’s Solicitors:

Young, Anderson
 1616 – 808 Nelson Street

Vancouver, British Columbia, V6Z 2H2

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

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

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

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

7.15 Interpretation – In this Agreement:

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

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

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

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

APPENDIX A**GST DECLARATION**

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

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

The Purchaser hereby agrees with the Owner that:

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

Declaration continues on next page.

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

Dated this _____ day of _____, 20____.

DISTRICT OF UCLUELET

by its authorized signatory(ies):

Signature: _____

Name: _____

Position: _____

Signature: _____

Name: _____

Position: _____

SCHEDULE "B"

[Statutory Right of Way begins on subsequent page.]

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY

THIS AGREEMENT dated for reference November 10, 2023, is

BETWEEN:

DISTRICT OF UCLUELET

200 Main Street

Ucluelet, B.C., V0R 3A0

(the “**District**”)

AND:

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

160 Seaplane Base Road

Box 1146

Ucluelet, B.C., V0R 3A0

(the “**Owner**”)

RECITALS:

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

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

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

Statutory Right of Way

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

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

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

General

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

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

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

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

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

END OF DOCUMENT

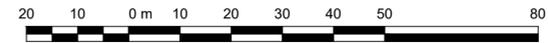
SCHEDULE "C"

[Subdivision Plan begins on subsequent page.]

PLAN EPP132848

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

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



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

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

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

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

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

LEGEND

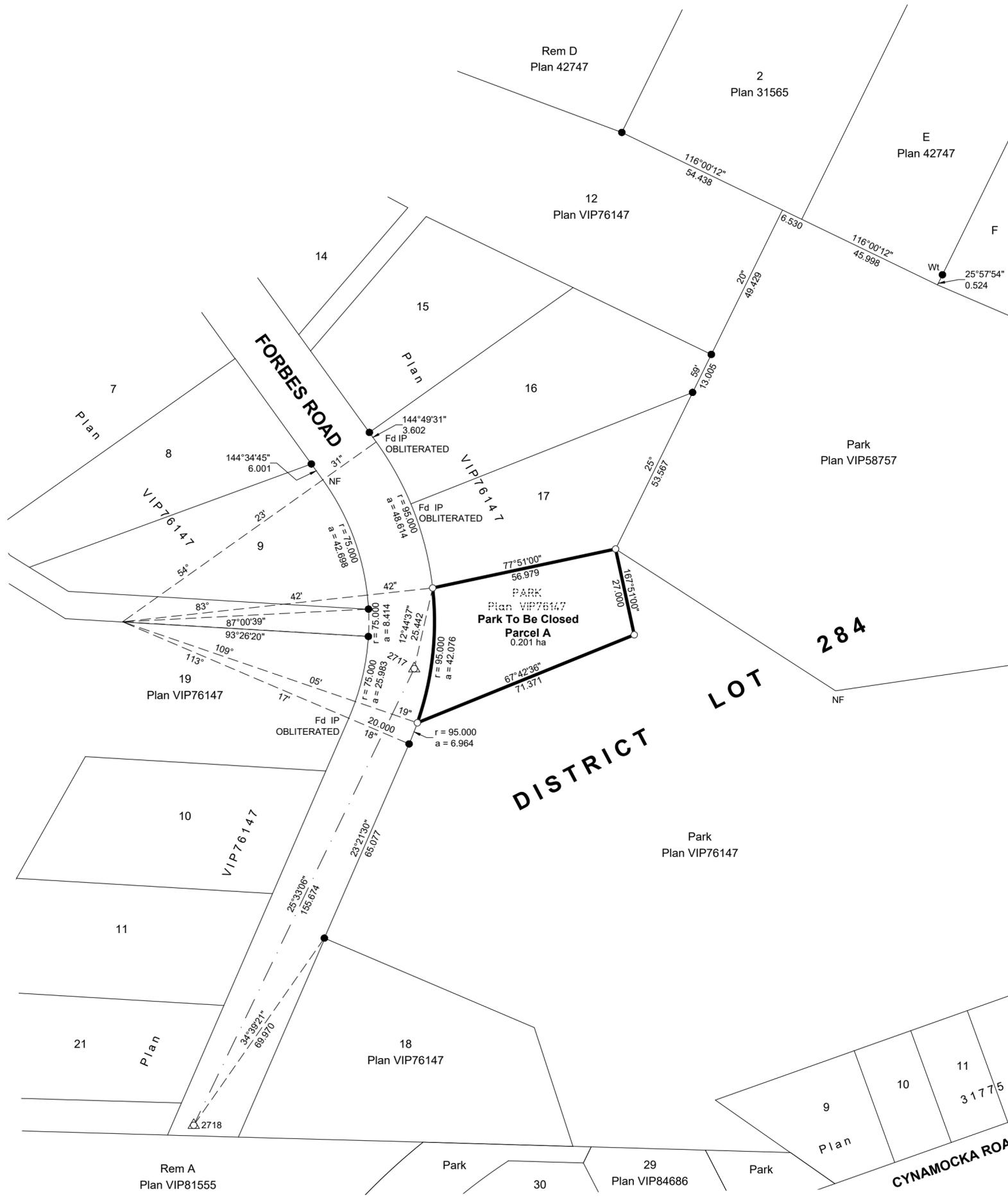
- | | | |
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| FOUND | PLACED | |
| ● | ○ | GNSS CONTROL STATION |
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GEOREFERENCE CONTROL STATIONS UTM ZONE 10, NAD83 (CSRS) EPOCH 1997.0 (VANCOUVER ISLAND)			
CONTROL STATION	UTM NORTHING	UTM EASTING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

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

THIS PLAN LIES WITHIN THE ALBERNI-CLAYOQUOT REGIONAL DISTRICT.

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



PLAN EPP132848

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

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



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

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

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

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LEGEND

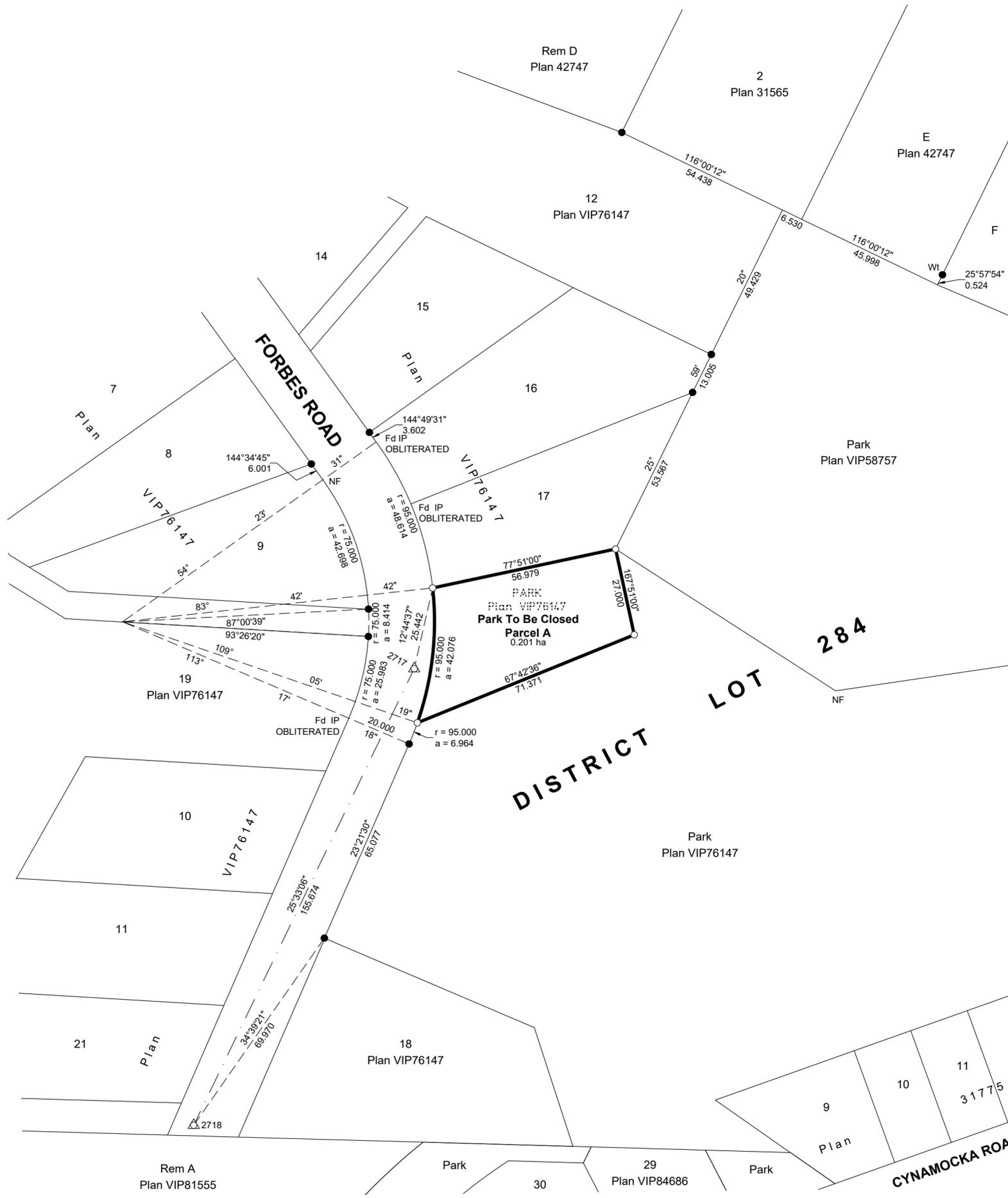
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TYSON QUOCKSISTER, BCLS #901



Purchase and Sale Agreement - Food Bank on the Edge Joseph Rotenberg, Ma...



PACIFIC RIM SCHOOL DISTRICT

District of Ucluelet
PO Box 999,
Ucluelet, BC V0R 3A0

January 1, 2024

Re: Public Consultation on the proposed sale of 3816 Anderson Avenue (PID# 004-119-410)

Dear Mayor and Council,

The Pacific Rim School District is pleased to inform you that a public consultation is scheduled to take place in our community from December 22, 2023 to January 31, 2024, regarding the proposed sale of the property located at 3816 Anderson Avenue (PID# 004-119-410).

We highly value the input of all stakeholders within the regions our School District serves and feel that your feedback should be included in our decision-making process. To ensure that your valuable feedback is considered, we kindly request that you provide input **by 4:00pm on January 31, 2024** to the following address:

By Mail:

Attn: Paula Mason, Manager of Corporate Services
4690 Roger Street,
Port Alberni, BC
V9Y 3Z4

By Email: pmason@sd70.bc.ca

If we do not receive any response from your organization by this date, we will assume that your organization is in support of the proposed sale of the property named above. If you have any questions or require additional information, please do not hesitate to contact Ms. Mason. If you are not the correct person in your organization to respond to this request, please forward it appropriately.

Thank you for your continued partnership in enhancing our community.

Sincerely,

Pacific Rim School District
4690 Roger Street,
Port Alberni, BC
V9Y 3Z4
www.sd70.com

To the Mayor and Council Members of the District of Ucluelet:

It has come to my attention, that after months of rumours, a proposal for the development of Hyphocus Island is finally coming before Council.

Over the months various council members have mentioned meeting with the developers. Those of us who live on Hyphocus have been left to speculate as to what the future might hold.

The developer has identified the challenges that any development would face:

- **The Narrow road and causeway:**

As I drive and walk Helen Road over the causeway and into town, I have often questioned the wisdom of increasing any more density on our island. In many places the road appears to be narrower than is deemed standard in our district. When tourists visit our area, I find myself giving way on the shoulders as many drive as if our road is one way traffic. On the causeway this is especially challenging. I notice that the developer proposes a bridge. Hopefully if constructed it would be wide enough to safely support two way traffic. We have wished for a bridge, but some of us are not sure that finally getting a bridge is worth the other consequences. Widening Helen Road from the causeway to Marine Drive, will also be a challenge. The bank on the left heading into town is steep and to expand in that direction would be costly in money and the damage to the environment. On the right, those who live there may not be pleased to have the road widened into their driveways.

- **Who will pay:**

I understand that the developer pays a development fee. Will this cover the upgrades to the road, the proposed sidewalks, the trails, water and sanitation.,?

- **The Problem of the sewage lagoon:**

In reality the existing sewage lagoon may be the major challenge to developing this area into high end tourist and year round accommodation. In their proposal they state that they have engaged an engineering team to assist in resolution of this problem. Their proposal is full of the positive aspects (in their minds). The sewage lagoon warrants only one short mention. Will this be another Wind and Sea and similar development plans the District has seen over the years. Is this a proposal to entice investors and then abandon the project because of problems such as the lagoon. Will the developer then come back to future councils and try to strong arm the District into fixing the lagoon at taxpayer expense?

I see their timelines call for public meetings and public input. I question who will pay for these meetings? How much staff time will be devoted to working with this developer? Recently we heard that a small daycare and housing project proposed by our Co-Op was withdrawn because of delays partially caused by demands on the District staff in dealing with so many proposals.

As a resident of Hyphocus I object to this scale of development for many reasons. Before time and energy are devoted to this project I suggest that we pause and reflect on the history of grand plans made for our town by those who have no interest beyond financial gains made for those who live far from here.

Patricia Sieber
1058 Helen Road
Ucluelet, B.C.

Joseph Rotenberg

From: Joseph Rotenberg
Sent: December 7, 2023 1:01 PM
To: Joseph Rotenberg
Subject: FW: Wild Pacific Trail Society-Update

From: Admin Wild Pacific Trail <info@wildpacifictrail.com>
Sent: Thursday, December 7, 2023 8:54 AM
To: Joseph Rotenberg <jrotenberg@ucluelet.ca>
Subject: Re: Wild Pacific Trail Society-Update

[External]

Hello Joseph,

Please include the attached letter and season summary to Council's January 9th meeting agenda. If not too late, could you include the following in the agenda for December's 7th Council meeting agenda:

Minato Bay Development

The Wild Pacific Trail Society is excited to work with all the partners involved in the development of Minato Bay. We feel that a construction fence should be installed to prevent any clearing of parkland trees and vegetation by the developer. The Trail Society is opposed to any dock installation due to the sensitive nature of Olsen Bay's wetland.

If we are too late, feel free to include in next month's meeting.

Thank you,



Shannon Szymczakowski
Trail Administrator Wild Pacific Trail Society

PO Box 572, Ucluelet, BC, V0R 3A0
 w: www.wildpacifictrail.com e: info@wildpacifictrail.com
"Inspiring Through Nature"

We respectfully acknowledge Yuułu?it?ath Nation on whose traditional territory the Wild Pacific Trail is located. We extend our appreciation for the opportunity to live and learn on this territory.

From: [AVICC Info](#)
To: [Theresa Dennison](#)
Subject: 2024 AVICC AGM & Convention- 2nd Call for Resolutions and other convention deadlines
Date: December 11, 2023 4:13:03 PM
Attachments: [image001.png](#)
[2024 AVICC Call for Resolutions_FINAL.pdf](#)
[2024 Call for Nominations and Nomination Form_FINAL.pdf](#)
[2024 AVICC Student Participation Application_fillable.pdf](#)
[AVICC Photo PowerPoint Template.pptx](#)

[External]

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

Hello AVICC Members,

This is a friendly reminder of the upcoming deadlines for participation in the 2024 AVICC AGM & Convention, taking place in person April 12-14, 2024 at the Victoria Conference Centre in downtown Victoria. Further information about the convention can be found on [our website](#).

RESOLUTIONS- DEADLINE FEBRUARY 7, 2024

The AVICC Executive is putting out a **second call for resolutions** to be considered at the 2024 AVICC AGM & Convention. AVICC members may now submit board or council endorsed resolutions following the requirements outlined in the attached [Call for Resolutions](#). The deadline for resolutions is **noon on Thursday February 7th, 2024**. Submitting resolutions well ahead of the deadline is strongly encouraged to allow time to review submissions with the sponsoring local government.

NOMINATIONS- DEADLINE FEBRUARY 7, 2024

The AVICC Nominating Committee is now accepting nominations for elected official members to serve on the 2024/25 AVICC Executive Committee. The deadline for nominations is **noon on Thursday February 7, 2024**. A [Nomination Form](#) and information about the positions on the AVICC Executive Committee is attached.

STUDENT PARTICIPATION PROGRAM- DEADLINE JANUARY 4, 2024

It is important for current local leaders to engage with the youth in their communities to encourage higher civic engagement and ultimately, to increase interest in pursuing a career within local government. The AVICC Executive would like to encourage members to invite interested local secondary or post-secondary students to apply to attend the Convention business sessions in 2024. AVICC will waive the registration fee and reimburse 50% of the travel expenses up to a maximum of \$1000 per successful student applicant. The sponsoring member local government will be responsible for working with the student to arrange travel and cover additional expenses. To sponsor a student in your community, please ask them to complete and submit the attached 2024 AVICC AGM & Convention Student Participation Application by **January 4, 2024**.

AVICC MEMBER PHOTOS- DEADLINE MARCH 1, 2024

In honour of 75 years representing local government on Vancouver Island and in Coastal Communities, the AVICC Executive is asking members to provide photos that may be displayed at the Convention to celebrate the diversity, successes, and beauty of our communities. Please send photos of your communities, your Boards or Councils, past AVICC Conventions, or anything else you are proud of as a local government. As AVICC only has one employee, please **submit**

your photos using the attached PowerPoint template by March 1, 2024 (unformatted photos will not be accepted.) A sample submission has been included in the first slide, and additional formatted slides can be added through the 'New Slide' function. Please ensure that you have permission from the photographer and any people in the photos for use in a slide show at the AVICC Convention.

Please feel free to reach out to AVICC Executive Coordinator, Theresa Dennison, at tdennison@avicc.ca if you have any questions or require further information about any of the opportunities relating to planning for AVICC's 75th AGM & Convention.

We look forward to seeing you in Victoria!

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

This email is confidential and may be privileged; it is for the use of the named recipient(s) only. If you are not an intended recipient of this email, please notify the sender immediately and do not copy or disclose its contents to any person or body. Any use of this email by an unintended recipient is prohibited.



2024 AGM & CONVENTION

RESOLUTIONS NOTICE REQUEST FOR SUBMISSIONS

The AVICC Executive is calling for resolutions to be considered at the 2024 AGM and Convention that, subject to public health order restrictions, will be held in Victoria at the Victoria Conference Centre as an in-person event from April 12-14, 2024.

Members are asked to submit resolutions that meet the requirements outlined in the following pages.

DEADLINE FOR RESOLUTIONS

AVICC must receive all resolutions by: **4:30 pm, Thursday, February 7, 2024**

IMPORTANT SUBMISSION REQUIREMENTS

To submit a resolution to the AVICC for consideration please send a copy of the resolution as a **word document** by email to info@avicc.ca by the deadline. AVICC staff will confirm receipt of the submission via email. If confirmation is not received within 3 business days, the resolution sponsor should follow up by phone at 236-237-1202. A mailed hard copy of the resolution is no longer required.

AVICC's goal is to have resolutions that can be clearly understood and that have specific actions. If a resolution is endorsed, its "therefore clause" will form the basis for advocacy work with other levels of government and agencies. Detailed guidelines for preparing a resolution follow, but the basic requirements are:

- Resolutions are only accepted from AVICC member local governments and must have been endorsed by the Board or Council.
- Members are responsible for submitting accurate resolutions. AVICC recommends that local government staff assist in drafting the resolutions, in checking the accuracy of legislative references, and be able to answer questions from AVICC & UBCM about each resolution. If necessary, please contact AVICC staff for assistance in drafting the resolution.
- Each resolution **must include a separate backgrounder** that is a maximum of 3 pages and specific to a **single** resolution. Each resolution submitted must have a separate backgrounder; do not combine backgrounders into a single document. The backgrounder may include links to other information sources and reports.
- Sponsors should be prepared to speak to their resolutions at the Convention.
- Resolutions must be relevant to other local governments within AVICC rather than specific to a single member government.
- The resolution must have at least one "whereas" clause and should not contain more than two "whereas" clauses. Each whereas clause must have only **one sentence**.

AVICC AGM & Convention – 2024 April 12-14

LATE AND OFF THE FLOOR RESOLUTIONS

- a. A resolution submitted after the regular deadline is treated as a "Late Resolution". Late Resolutions must be received by AVICC by noon on **Wednesday, April 10th, 2024**.
- b. Late Resolutions are not included in the Resolutions Package sent out to members before the Convention. They are included in the Report on Late Resolutions that is distributed on-site.
- c. The Resolutions Committee only recommends Late Resolutions for debate if the topic was not known prior to the regular deadline date, or if it is emergency in nature.
- d. Off the Floor Resolutions are considered after all resolutions in the Resolutions Book and all Late Resolutions have been considered. Off the Floor Resolutions must be submitted in writing to the Chair of the Resolutions Session as soon as practicable, and copies must be made available to all delegates no later than 9:00am on Sunday morning. Contact AVICC staff for more information about how to organize an Off the Floor Resolution for consideration.
- e. The full Convention Rules, including detailed information about the process for Late and Off the Floor Resolutions, will be published and distributed to members in advance of the Convention.

AVICC RESOLUTIONS PROCEDURES

UBCM urges members to submit resolutions to their Area Association for consideration. Resolutions endorsed at the AVICC annual meeting, except those that are considered to be regional in nature by UBCM (see below) are submitted automatically to UBCM for consideration.

A resolution deemed by UBCM to be specific to the AVICC region is considered a Regional Resolution and will not be automatically submitted to UBCM for consideration at the UBCM annual meeting, and instead will remain with AVICC, where it may be actioned.

UBCM has observed that submitting resolutions first to an Area Association results in better quality resolutions overall. Local governments may submit Council- or Board-endorsed resolutions directly to UBCM prior to June 15th, 2024. Detailed instructions are available on the UBCM website.

RESOLUTIONS PROCESS

1. Members submit resolutions to AVICC for debate. All resolutions submitted to AVICC are forwarded to UBCM staff for analysis, comment, and recommendations.
2. For some resolutions, which focus on issues specific to the AVICC region, UBCM will indicate that they are considered a Regional Resolution and that it won't be admitted to UBCM for debate should it be endorsed. AVICC will work with local governments to address issues identified by UBCM staff to ensure the resolution reflects the intention of the local government.

3. The AVICC Resolutions Committee reviews and finalizes the recommendations, and the Resolutions Book is published and sent to members in advance of the annual meeting.
4. AVICC conveys any Regional Resolutions endorsed at their annual meeting to the appropriate level of government, or takes other action as determined by the AVICC Executive.
5. AVICC submits all other resolutions endorsed at its Convention to UBCM.
6. The UBCM Resolutions Committee reviews the resolutions for submission to its Convention.
7. Resolutions endorsed at the UBCM Convention are submitted by UBCM to the appropriate level of government for response.
8. UBCM will forward the response to the resolution sponsor for review.

AVICC & UBCM RESOLUTIONS GUIDELINES

The Construction of a Resolution:

All resolutions contain a preamble – the whereas clause(s) – and an enactment clause. The preamble describes **the issue** and the enactment clause outlines **the action being** requested of AVICC and/or UBCM. A resolution should answer the following three questions:

- a) **What is the problem?**
- b) **What is causing the problem?**
- c) **What is the best way to solve the problem?**

Preamble:

The preamble begins with "WHEREAS" and is a concise sentence about the nature of the problem or the reason for the request. It answers questions (a) and (b) above, stating the problem and its cause, and should explain, clearly and briefly, the reasons for the resolution.

The preamble should contain no more than two "WHEREAS" clauses. Supporting background documents can describe the problem more fully if necessary. Do not add extra clauses.

Only one sentence per WHEREAS clause.

Enactment Clause:

The enactment clause begins with the phrase "Therefore be it resolved" and is a concise sentence that answers question (c) above, suggesting the best way to solve the problem. **The enactment should propose a specific action by AVICC and/or UBCM.**

Keep the enactment clause as short as possible, and clearly describe the action being requested. The wording should leave no doubt about the proposed action.

HOW TO DRAFT A RESOLUTION

1. Address one specific subject in the text of the resolution.

Because your community seeks to influence attitudes and inspire action, limit the scope of a resolution to one specific subject or issue. If there are multiple topics in a resolution, the resolution may be sent back to the sponsor to rework and resubmit.

2. For resolutions to be debated at UBCM, focus on issues that are province-wide.

The issue identified in the resolution should be relevant to other local governments across BC. This will support productive debate and assist UBCM to represent your concern effectively to the provincial or federal government on behalf of all BC municipalities and regional districts. Local governments are welcome to submit resolutions that address issues specific to the AVICC region. A resolution that addresses a topic specific to the AVICC region may not be entered for debate during the UBCM Convention but may be actioned by the AVICC Executive if endorsed.

3. Use simple, action-oriented language.

Explain the background briefly and state the desired action clearly. Delegates can then debate the resolution. Resolutions that are unclear or that address multiple topics may end up with amendments at the Convention.

4. Check legislative references for accuracy.

Research the legislation on the subject so the resolution is accurate. Where necessary, identify:

- the correct jurisdictional responsibility (responsible ministry or department, and whether provincial or federal government); and
- the correct legislation, including the title of the *Act* or regulation.

5. Provide factual background information.

Even a carefully written resolution may not be able to convey the full scope of the problem or the action being requested. Provide factual background information to ensure that the intent of the resolution is fully understood for the purpose of debate and UBCM (or AVICC for Regional Resolutions) can advocate effectively with other levels of government and agencies.

Each resolution **must include a separate backgrounder** that is a maximum of 3 pages and specific to a single resolution. Do not submit a single backgrounder relating to multiple resolutions. The backgrounder may include links to other information sources and reports.

Resolutions submitted without background information **will not be considered** until the sponsor has provided adequate background information. This could result in the resolution being returned and having to be resubmitted.

6. Construct a brief, descriptive title.

A title identifies the intent of the resolution. It is usually drawn from the "enactment clause" of the resolution. For ease of printing in the Annual Report and Resolutions Book and for clarity, a title should be no more than three or four words.

TEMPLATE FOR A RESOLUTION

Whereas << *this is the area to include an issue statement that outlines the nature of the problem or the reason for the request* >> ;

And whereas << *if more information is useful to answer the questions - what is the problem? what is causing the problem?>> :*

Therefore be it resolved that AVICC & UBCM << *specify here the action(s) that AVICC & UBCM are being asked to take on, and what government agency the associations should be contacting to solve the problem identified in the whereas clauses* >>.

If absolutely necessary, there can be a second enactment clause (the “therefore” clause that specifies the action requested) with the following format:

And be it further resolved that << *specify any additional actions needed to address the problem identified in the whereas clauses* >>.



2024 AVICC AGM & Convention

Student Participation Program

Deadline January 4, 2024

The [Association of Vancouver Island and Coastal Communities](#) (AVICC) is hosting their 2024 AVICC AGM & Convention in Victoria at the Victoria Conference Centre from April 12-14, 2024. The Convention brings together elected officials and staff from 53 local governments on Vancouver Island and in BC coastal communities, provincial representatives, and other local government partners. Our members gather at our annual convention to network, learn, and discuss the issues and policies that are important to our local communities.

The AVICC Executive would like to encourage members to invite interested local secondary or post-secondary students to apply to attend the Convention business sessions in 2024. AVICC will waive the registration fee and reimburse 50% of the travel expenses up to a maximum of \$1000 per successful student applicant.

The sponsoring member local government will be responsible for working with the student to arrange travel and cover additional expenses. AVICC is not responsible for the student throughout the convention, and sponsoring local government members are responsible to ensure that the student has a safe and positive experience, and that the convention code of conduct is upheld.

Planning for the 2024 Convention is currently underway. It will follow the same format as the [2023 AVICC AGM & Convention Program](#) with business sessions taking place as follows:

- Friday, April 12, 2024: 2:00pm-7:30pm (welcome reception included)
- Saturday, April 13, 2024: 7:30am-4:30pm (banquet not included)
- Sunday, April 14, 2024: 7:30am-12:00pm

Light snacks, breakfast on Saturday and Sunday, and lunch on Saturday are included in the complimentary registration. A ticket to the banquet is not included.

By exposing youth to local government, they will be familiarized with it – thereby increasing the likeliness that they participate on more levels with their local government over time. It is important for current local leaders to engage with the youth in their communities to encourage higher civic engagement and ultimately, to increase interest in pursuing a career within local government.

Please complete and submit the attached application form **via email to info@avicc.ca by noon on January 4, 2024.**

The AVICC Executive will be evaluating and approving applications for participation in the 2024 AVICC AGM & Convention student program at their January Executive meeting, and all applicants will be contacted by the end of January regarding the status of their application.

If you have any questions or require further information, please contact Theresa Dennison, AVICC Executive Coordinator, at 236-237-1202 or tdennison@avicc.ca.



2024 AVICC AGM & Convention

Student Participation Application

Deadline January 4, 2024

Member Organization- Sponsor

Organization _____
 Contact Name _____
 Contact Email _____
 Contact Phone _____

Student Applicant Information

Student Name _____
 Student Email _____
 Student Phone _____
 Institution/School _____
 Area of Study/Grade _____

Why would you like to attend the 2024 AVICC AGM & Convention?

Provide some examples of ways youth can participate in local government. How do you participate in civic engagement in your community?

The sponsoring AVICC member organization and the student applicant mutually support this application and have read and agree to the guidelines provided with this application.

Sponsoring AVICC Member

Student Applicant

Name: _____

Name: _____

Position: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Please submit applications by January 4, 2024 via email to info@avicc.ca



2024 AGM & CONVENTION

CALL FOR NOMINATIONS FOR AVICC EXECUTIVE

AVICC members elect directors to the Executive Committee at the AGM. The Executive Committee ensures that the policies set by the general membership are carried forward, and provides direction for the Association between annual meetings. This circular is notice of the AVICC Executive Committee positions open for nomination, and the procedures for nomination.

1. POSITIONS OPEN TO NOMINATIONS

The following positions are open for nomination:

- President
- First Vice-President
- Second Vice-President
- Director at Large (3 positions)
- Electoral Area Representative

2. NOMINATION PROCESS AND QUALIFICATIONS FOR OFFICE

Candidates must be an elected official of an AVICC member and must be nominated by two elected officials of an AVICC member. Background information on the key responsibilities and commitments of an AVICC Executive member is provided following the nomination form. The Chair of the 2024 Nominating Committee is Past President Ian Morrison.

3. NEXT STEPS

The Nominating Committee will review the credentials of each candidate for eligibility. A Report on Nominations including a photo and biography will be prepared under the direction of the Nominating Committee, and distributed prior to the Convention.

**To be included in the Report on Nominations,
Nominations Must Be Received by 4:30 PM, Thursday, February 7, 2024**

4. AT CONVENTION

Candidates may also be nominated at the Convention from the floor. Candidates and their two nominators must be elected officials of an AVICC member.

5. SUBMISSION INFORMATION

All submissions should be forwarded to:

Past President Ian Morrison, Chair, 2024 Nominating Committee
c/o AVICC
P.O. Box 28058
Victoria, BC V9B 6K8
 Phone: (236) 237-1202
 email: info@avicc.ca

NOMINATIONS FOR THE 2024-25 AVICC EXECUTIVE

We are qualified under the AVICC Constitution to nominate¹ a candidate and we nominate:

Candidate Name: _____

Local Government Position (Mayor/Councillor/Director): _____

Local Government Represented: _____

AVICC Executive Office Nominated For: _____

MEMBERS NOMINATING THE CANDIDATE:

Printed Name: _____ Printed Name: _____

Position: _____ Position: _____

Muni/RD: _____ Muni/RD: _____

Signature: _____ Signature: _____

CONSENT FORM

I consent to this nomination and attest that I am qualified to be a candidate for the office I have been nominated for pursuant to the AVICC Bylaws and Constitution². I also agree to provide the following information to info@avicc.ca by **4:30 PM, Thursday February 7, 2024**:

- Photo in digital format
- Biographical information of approximately 300 words that may be edited by AVICC

Printed Name: _____

Current Position: _____

Muni/RD/FN: _____

Signature: _____

Date: _____

¹ Nominations require two elected officials of local governments that are members of the Association.

² All nominees must be an elected official of an AVICC member. Nominees for the position of Electoral Area Representative must be an Electoral Area Director.

**Return To: Past President Ian Morrison, Chair, Nominating Committee,
c/o AVICC, P.O. Box 20858, Victoria, BC V9B 6K8
or via email to info@avicc.ca**



BACKGROUND INFORMATION FOR CANDIDATES TO THE AVICC EXECUTIVE

AVICC EXECUTIVE ELECTED POSITIONS

The [AVICC Bylaws](#)¹ include detailed information about the AVICC Executive elections, positions, and roles. The AVICC elected positions and responsibilities of each are as follows:

PRESIDENT

- Acts as Meeting Chair;
- Participates in discussion, provides and votes on motions;
- Approves communications, meeting agendas, and financial transactions;
- Represents AVICC at external meetings and reports back to the AVICC Executive;
- Provides staff oversight;
- Handles all media relations;
- Hosts the AVICC luncheon at the UBCM Convention;
- Oversees the planning of the AVICC AGM & Convention; and
- Other functions as assigned by the AVICC Executive Committee.

FIRST VICE-PRESIDENT and SECOND VICE-PRESIDENT

- Acts as Meeting Chair if the President is absent from the meeting;
- Acts in the role of President in their absence;
- Participates in discussion, provides and votes on motions; and
- Other functions as assigned by the AVICC Executive Committee.

DIRECTORS AT LARGE (THREE POSITIONS) AND ELECTORAL AREA DIRECTOR

- Participates in discussion, provides and votes on motions.

IMMEDIATE PAST-PRESIDENT (APPOINTED POSITION)

The immediate Past-President remains part of the AVICC Executive and acts in an advisory role to the President. The Past-President participates in discussion, provides and votes on motions, and acts as the Chair of the Nominating Committee.

EMPLOYEE

The Association has one full-time permanent staff person, who provides the key administrative and operational functions for the organization, and who reports to the AVICC President on behalf of the AVICC Executive. AVICC's employee also acts as Secretary-Treasurer of the Association.

¹ <https://avicc.ca/wp-content/uploads/2018/10/2018-Bylaws-final-1.pdf>

EXECUTIVE MEETINGS

The full Executive meets in person seven times a year (5 virtual and 2 in-person), following this general pattern:

- June- virtual
- August- virtual
- October- in-person
- December- virtual
- January- virtual
- March- virtual
- Thursday preceding the Annual Convention (afternoon)- in-person

If required, there may be a brief administrative meeting onsite after convention.

Executive meetings (other than those in conjunction with the Convention) are generally held on a Friday. The October in-person meeting is typically held in Nanaimo. Travel expenses and a per diem for meals and incidentals are provided for in-person Executive Meetings (with reimbursement for only the added expenses that would not normally be incurred for attending the annual Convention).

SAMPLE PHOTO SLIDE



This is where you insert a caption or title for your photo. Candara Font, 20pt.

Click “New Slide” to add additional slides.

Insert your organization logo below.





THE CITY OF VICTORIA



OFFICE OF THE MAYOR

November 1, 2023

Honourable Mike Farnworth
 Minister of Public Safety and Solicitor General
 Sent via email: PSSG.Minister@gov.bc.ca

Dear Minister Farnworth,

I am writing to you today on behalf of Victoria City Council to inform that the below motion was passed at the September 14, 2023 Council meeting:

MOTION:

That Council direct the Mayor to:

- *write to the Provincial Government to request that it install speed and red light cameras at all locations in Victoria where there were over 20 casualty crashes during 2018-2022, or that it allow BC municipalities to install speed and red light cameras at their own cost and collect fines;*
- *ask other municipalities in the Capital Region and elsewhere in BC to write similar letters*

A copy of the original Council Motion is attached for your information.

Thank you in advance for your time and consideration of this matter. I look forward to continued collaboration between our two offices to improve safety in Victoria.

Sincerely,

Marianne Alto
 Victoria Mayor

Enclosed: Original Council Motion – Red Light and Speed Cameras
 Cc: Union of British Columbia Municipalities

“The City of Victoria recognizes the Songhees and Esquimalt Nations in whose traditional territories we live and work “Hay swx qa”



**Council Member Motion
For the Committee of the Whole Meeting of September 7, 2023**

To: Committee of the Whole **Date:** August 29, 2023
From: Councillor Dave Thompson and Councillor Matt Dell
Subject: Advocacy – red light cameras and speed cameras

BACKGROUND

ICBC data¹ shows that in Victoria during the period 2018 to 2022 there were 4,087 casualty crashes (crashes resulting in injury or fatality, as opposed to crashes involving just property damage).

As noted by the Government of BC:

- “Most crashes in British Columbia happen at intersections. To reduce injuries and save lives, B.C. installs intersection safety cameras—sometimes called red light cameras—at intersections where crashes occur frequently. Warning signs let drivers know the intersection has cameras. Stopping for red lights and observing the speed limits help to reduce collisions, injuries and fatalities.”²
- “There are intersection safety cameras at 140 high-crash intersections province-wide. 105 monitor red light violations, 35 monitor both red light and speed violations.”³
- “The cameras are proven to be effective at reducing side-impact, head-on and pedestrian crashes, and are located where red light running and high speed cause serious crashes.”⁴

There is only one red light camera in Victoria, and no speed cameras. That camera is at Lansdown and Shelbourne.⁵ More than 98% of casualty crashes in Victoria during 2018-2022 occurred at locations other than that intersection.⁶

RECOMMENDATION

That Council direct the Mayor to:

- write to the Provincial Government to request that it install speed and red light cameras at all locations in Victoria where there were over 20 casualty crashes during 2018-2022, or

¹ <https://public.tableau.com/app/profile/icbc/viz/VancouverIslandCrashes/VIDashboard>, accessible at ICBC, “Statistics” <https://www.icbc.com/about-icbc/newsroom/Pages/Statistics.aspx>

² <https://www2.gov.bc.ca/gov/content/transportation/driving-and-cycling/roadsafetybc/intersection-safety-cameras>

³ <https://www2.gov.bc.ca/gov/content/transportation/driving-and-cycling/roadsafetybc/intersection-safety-cameras/statistics>

⁴ <https://www2.gov.bc.ca/gov/content/transportation/driving-and-cycling/roadsafetybc/intersection-safety-cameras/where-the-cameras-are>

⁵ <https://www2.gov.bc.ca/gov/content/transportation/driving-and-cycling/roadsafetybc/intersection-safety-cameras/where-the-cameras-are/vancouver-island>

⁶ <https://public.tableau.com/app/profile/icbc/viz/VancouverIslandCrashes/VIDashboard>

that it allow BC municipalities to install speed and red light cameras at their own cost and collect fines;

- ask other municipalities in the Capital Region and elsewhere in BC to write similar letters.

Respectfully submitted,



Councillor Thompson

Respectfully submitted,



Councillor Dell



2023.12.20

District Municipality of Ucluelet
200 Main Street
Ucluelet, BC V0R 3A0

Mayor and Council:

My name is Brian Cornborough and I am President of Central Vancouver Island Crime Stoppers (formerly known as Nanaimo and District Crime Stoppers). I am reaching out to introduce myself and inform you about the support our program can offer to your community.

Until recently, each municipality, including yours, may have had a its own Crime Stoppers group. Unfortunately, several of these groups in the mid-Island area began to falter due to a lack of volunteers. In response, our CS program, based in Nanaimo, offered to take on the responsibilities of these programs being North Cowichan, Port Alberni and Oceanside. In order to keep Crime Stoppers active in central Vancouver Island, our program now oversees Crime Stoppers programs throughout central Vancouver Island stretching from Ahousaht on the west coast of the island to the east coast of the island from Bowser to Mill Bay which includes detachments in Lake Cowichan, Shawnigan Lake, Duncan/North Cowichan, Saltspring Island, Ladysmith, Gabriola Island, Oceanside, Port Alberni, Tofino and Ucluelet. Tips for each of these areas are managed by the Crime Stoppers Coordinator attached to the Nanaimo RCMP, a position currently occupied by Reserve Constable Gary O'Brien.

Besides online tip management, our program is continually pursuing fundraising initiatives to support our program and assist with paying potential tips. To raise money, we advertise ourselves on our web page, Facebook, and other social media platforms. Our largest event is the annual shredding day where the public can have their confidential documents professionally shredded by donation.

We are eager become involved in your community to assist in reminding people of the benefits of Crime Stoppers. We would appreciate being notified of any upcoming events that may be appropriate for Crime Stoppers to participate in.

I am available for any questions that you may have. Thank you for supporting our program and we look forward to the opportunity to contribute to the safety and well-being of your community.

Best regards

Brian Cornborough

President | Central Vancouver Island Crime Stoppers

president@cvicrimestoppers.com | [REDACTED]

BC:2023.12.20

cc: R/Cst. Gary O'Brien

Stay safe, keep your family safe, keep your community safe.



2023.12.27

District Municipality of Ucluelet
200 Main Street
Ucluelet BC V0R 3A0

Mayor and Council:

I wrote to you a few days ago introducing myself and telling you of the changes we have made in past several months.

As our name changed to be more inclusive of a wider geographic area, stretching from Ahousaht on the west coast of the Island to the east coast of the Island from Bowser to Mill Bay and the Gulf Islands, so did the benefits Crime Stoppers can provide in improving public awareness.

As you may be aware, January is Crime Stoppers Month across Canada and we are seeking your participation in informing your community residents of that fact. I am asking each municipality to proclaim the month as "Crime Stoppers Month January 2024" signed by the Mayor/Chairperson on behalf of Council/Board of Directors and further that it be included on your website and other social media devices as allowed.

I am hoping this to be an annual proclamation. I have attached wording with our up-to-date totals that could be used. Please pass it on to your local newspaper where possible.

As I stated earlier, we are working hard to better inform your residents about initiatives in reducing crime by being involved in your community. In attending such events such as parades and other celebrations, we can fulfill that goal together.

I am available for any questions that you may have. Thank you.

Brian Cornborough

President | Central Vancouver Island Crime Stoppers

president@cvicrimestoppers.com

BC:2023.12.27

Stay safe, keep your family safe, keep your community safe.

Your logo

PROCLAMATION

CRIME STOPPERS MONTH

January 2024

WHEREAS: Crime Stoppers was first established in Albuquerque, New Mexico in 1976, with our local program, known as "Nanaimo & District Crime Stoppers," initiated in 1990 and renamed to "Central Vancouver Island Crime Stoppers in 2022;and

WHEREAS: The Central Vancouver Island Crime Stoppers, made up of community members, media, and the RCMP, have been an unqualified success since inception, totalling 12,360 tips; 550 arrests; rewards approved by the Board of \$115,120; 37 weapons recovered; \$1.465 million of property recovered; \$19,600 in cash recovered; and \$9.242 million in seized drugs; and

WHEREAS: Central Vancouver Island Crime Stoppers has received local, provincial, national and international awards of recognition for its accomplishments.

NOW, THEREFORE, I,, do hereby proclaim January 2024 as:

“CRIME STOPPERS MONTH”

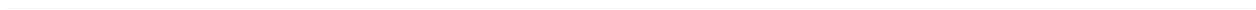
in the City of, British Columbia.

Signed



Mayor

Dated this ...day of January 2024





BRITISH
COLUMBIA

VIA EMAIL

Ref. 63442

December 14, 2023

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

RE: New legislation to support local government housing initiatives

Dear Mayor Marilyn McEwen:

As you are aware, last week, the Province passed three bills that change the way local governments plan for new housing in their communities: Bills 44, 46, and 47, along with Bill 35, which regulates short-term rentals. While the legislation establishes the framework for the new rules, many of the details that describe how these changes will work on the ground are set out in regulation, and site standards and expectations around development are laid out in provincial policy manuals.

We have prioritized releasing the regulations and policy manuals to help local governments meet the June 30, 2024 requirements for small-scale multi-unit housing and transit-oriented development areas (TOD areas). Last week, the regulations and policy manuals for those requirements were released and are posted online here: [Local government housing initiatives - Province of British Columbia](#).

The regulation for small-scale multi-unit housing sets out the minimum number of dwelling units by parcel size and proximity to frequent transit, prescribes the frequency of transit bus stops, and establishes the minimum population threshold for legislation to apply to certain communities. It also includes an exemption to the legislation for hazardous conditions.

.../2

**Office of the
Minister of Housing**

Website:
www.gov.bc.ca/housing

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

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

Her Worship Marilyn McEwen

Page 2

The policy manual supports local governments to implement the zoning bylaw amendments required under the legislation. It establishes provincial expectations for implementation of the requirements, which must be considered when preparing, amending, or adopting a zoning bylaw to permit the use and density required by the small-scale multi-unit housing legislation. Further information will be provided in January about the criteria and process for extensions.

The regulations for TOD Areas designate the 52 TOD Areas that are now in effect by regulation (see attachment 1) and the full list of TOD Areas that must be designated by June 30, 2024 (see attachment 2). They also bring the provisions of Bill 47 into effect and set out the details for those provisions, such as the minimum allowable density (see attachment 3) and the applicable distance from transit stations. Bill 47 allows the Province to designate TOD Areas by order if a local government does not or designates incorrectly.

The TOD manual establishes provincial expectations for municipalities to implement the requirements, such as when designating TOD Areas by bylaw, making zoning decisions, and updating parking bylaws.

The regulations for the *Short-Term Rental Accommodation Act* (STRAA) set out where the principal residence requirement applies, exemptions, and how local governments and entities can opt-in or out of the requirement. The policy guidance provides information about how the STRAA, and related amendments to the *Local Government Act*, *Community Charter*, and *Vancouver Charter* apply to local governments, including local government bylaws related to short-term rentals. Last week, the regulations and policy guidance were released and are posted online here: [Policy guidance for local governments](#).

Early in the new year, we will be releasing regulations and a policy manual for updating Housing Needs Reports and policy guidance for implementing the new development finance tools [expanded Development Cost Charges (Levies) and Amenity Contribution Costs Charges.]

In my previous letter, I mentioned that we are exploring policy options and additional tools for facilitating the delivery of affordable housing, including the potential for inclusionary zoning and other tools to support a range of outcomes. I look forward to being able to share more in 2024 on these initiatives.

.../3

Her Worship Marilyn McEwen
Page 3

I appreciate how much work is in front of your local government to meet the requirements. The Ministry is committed to supporting your team in this work. We will be notifying you later this month of the amount your local government will receive from the \$51 million funding to support planning and capacity to meet these new requirements. Ministry staff will also be in touch with your administration about a webinar series for local government staff leading the work to implement the changes.

Sincerely,



Ravi Kahlon
Minister of Housing

Attachments

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

Links:

- Local Government Housing Initiatives webpage with links to Bill 44 and 47 Housing Statute Regulations and the Provincial policy manuals for small-scale multi-unit housing and Transit-Oriented Development Areas:
<https://www2.gov.bc.ca/gov/content/housing-tenancy/local-governments-and-housing/housing-initiatives>
- Bill 35 Policy Guidance for Local Governments: [Policy guidance for local governments.](#)

Attachment 1: Transit-Oriented Development Areas Designated by Regulation (in effect)**Burnaby**

- Brentwood Town Centre Station
- Burquitlam Station*
- Joyce – Collingwood Station*
- Lougheed Town Centre Station
- Metrotown Station
- Patterson Station
- Rupert Station*
- Sperling – Burnaby Lake Station

Chilliwack

- Downtown Chilliwack Exchange

Coquitlam

- Burquitlam Station
- Coquitlam Central Station
- Inlet Centre Station*
- Lafarge Lake – Douglas Station
- Lincoln Station
- Lougheed Town Centre Station*
- Moody Centre Station*

Kamloops

- Lansdowne Exchange
- North Shore Exchange

Kelowna

- Okanagan College Exchange
- Rutland Exchange

Maple Ridge

- Port Haney Station

Mission

- Mission City Station

New Westminster

- Columbia Station
- New Westminster Station

North Vancouver (District)

- Phibbs Exchange

Port Coquitlam

- Coquitlam Central Station*
- Lincoln Station*

Port Moody

- Inlet Centre Station
- Moody Centre Station

Richmond

- Aberdeen Station
- Bridgeport Station
- Capstan Station
- Lansdowne Station
- Marine Drive Station*
- Richmond – Brighthouse Station

Saanich

- Uptown Exchange

Surrey

- 152nd Street Station
- 160th Street Station
- 166th Street Station
- 184th Street Station
- 190th Street Station
- Columbia Station*

Vancouver

- 29th Avenue Station
- Arbutus Station
- Bridgeport Station*
- Broadway – City Hall Station
- Great Northern Way – Emily Carr Station
- Joyce – Collingwood Station
- King Edward Station
- Langara – 49th Avenue Station
- Marine Drive Station
- Mount Pleasant Station
- Nanaimo Station
- Oak – VGH Station
- Oakridge – 41st Avenue Station
- Olympic Village Station
- Renfrew Station
- Rupert Station
- South Granville Station
- Stadium – Chinatown Station
- VCC – Clark Station
- Waterfront Station

Victoria

- Legislature Exchange

*Overlap TOD Area from adjacent municipality

Attachment 2: TOD Areas that must be designated by June 30, 2024

140th Street Station	Haney Place Exchange	Patterson Station
152nd Street Station	Holdom Station	Peachtree Square Exchange
160th Street Station	Hospital Exchange	Penticton Plaza Exchange
166th Street Station	Inlet Centre Station	Phibbs Exchange
184th Street Station	Joyce – Collingwood Station	Pitt Meadows Station
190th Street Station	King Edward Station	Port Coquitlam Station
196th Street Station	King George Station	Port Haney Station
203rd Street Station	Kootenay Loop Exchange	Production Way – University Station
22nd Street Station	Lafarge Lake – Douglas Station	Renfrew Station
29th Avenue Station	Lake City Way Station	Richmond – Brighthouse Station
Aberdeen Station	Langara – 49th Avenue Station	Royal Oak Exchange
Arbutus Station	Langford Exchange	Royal Oak Station
Bourquin Exchange	Langley Centre Exchange	Rupert Station
Braid Station	Lansdowne Exchange	Rutland Exchange
Brentwood Town Centre Station	Lansdowne Station	Sapperton Station
Bridgeport Station	Legislature Exchange	Scott Road Station
Broadway – City Hall Station	Lincoln Station	Scottsdale Exchange
Burquitlam Station	Lonsdale Quay Exchange	South Granville Station
Burrard Station	Lougheed Town Centre Station	Sperling – Burnaby Lake Station
Capilano University Exchange	Main Street – Science World Station	Stadium – Chinatown Station
Capstan Station	Maple Meadows Station	Surrey Central Station
Columbia Station	Marine Drive Station	TRU Exchange
Colwood Exchange	Metrotown Station	UNBC Exchange
Commercial – Broadway Station	Mission City Station	Uptown Exchange
Coquitlam Central Station	Moody Centre Station	UVic Exchange
Country Club Exchange	Mount Pleasant Station	Vancouver City Centre Station
Downtown Chilliwack Exchange	Nanaimo Station	VCC – Clark Station
Downtown Exchange	New Westminster Station	VGH Exchange
Dunbar Loop Exchange	Newton Exchange	Village Green Centre Exchange
Edmonds Station	North Shore Exchange	VIU Exchange
Gateway Station	Oak – VGH Station	Waterfront Station
Gilmore Station	Oakridge – 41st Avenue Station	Woodgrove Exchange
Gondola Exchange	Okanagan College Exchange	Yaletown – Roundhouse Station
Granville Station	Olympic Village Station	
Great Northern Way – Emily Carr Station	Orchard Park Exchange	
Guildford Mall Exchange		

Attachment 3: Distances, Transit Stations and Densities by Category

Municipality	Transit Hub Type	Prescribed Distance	Minimum Allowable Density (FAR)	Minimum Allowable Height (Storeys)
Burnaby Delta Coquitlam	Sky Train/ Canada Line (Rapid Transit Stop)	200m or less	Up to 5.0	Up to 20
Langley (City + Township) Maple Ridge		200m – 400m	Up to 4.0	Up to 12
North Vancouver (City + District) New Westminister Pitt Meadows		400m – 800m	Up to 3.0	Up to 8
Port Coquitlam Port Moody Richmond Surrey Vancouver	Prescribed Bus Exchange or West Coast Express Station	200m or less	Up to 4.0	Up to 12
		200m – 400m	Up to 3.0	Up to 8
Abbotsford Chilliwack Colwood Kamloops Kelowna Langford Mission Nanaimo	Prescribed Bus Exchange	200m or less	Up to 3.5	Up to 10
Prince George Saanich District Vernon Victoria View Royal		200m – 400m	Up to 2.5	Up to 6



This is an open letter to all locally elected officials in British Columbia.

November 10, 2023

Dear Mayors, Councillors & Regional Directors:

I am writing to you today to bring attention to a matter of significant importance currently under debate in the BC Legislature. Bill 45, the *Miscellaneous Statutes Amendment Act (No. 4), 2023*, carries serious implications for municipal governments regarding what they may do when encountering encampments.

We are concerned that Municipal Affairs amendments in [Part 1 of Bill 45](#) (see attached) shift the burden of proof to municipalities regarding the dismantling of encampments, whereas it traditionally falls upon the province to manage and provide supportive housing and shelters. The province's management of shelter space will now directly influence a court's decision on whether an injunction to decamp an encampment can be granted. This legislation will impede local governments' ability to enforce bylaws, making the dismantling of encampments considerably more challenging.

We recognize that in situations where there is insufficient overnight shelter space, the legislation acknowledges the *Charter*-protected right of unhoused individuals to take temporary overnight shelter in parks or public spaces, as established in the case of *Victoria (City) v. Adams*, 2009 BCCA 563.

However, recent court decisions have granted injunctions for the decampment of dangerous encampments without the precondition of available shelter space or housing. Examples include *Nanaimo (City) v Courtoreille*, 2018 BCSC 1629, *Saanich (District) v Brett*, 2018 BCSC 1648, and *Maple Ridge (City) v Scott*, 2019 BCSC 157.

It is important to emphasize that the overarching responsibility and jurisdiction to create and manage shelters lies with the Province of B.C. and not municipalities.

BC United Official Opposition
Room 201, Parliament Buildings
Victoria, BC V8V 1X4



We are sure your municipalities are informed and engaged in the ongoing legislative process, but given the potential impacts on our communities, we wanted to bring it to your direct attention if you are not aware of the implications of this legislation.

If you have any questions or concerns regarding this matter, please do not hesitate to reach out via email at Dan.Ashton.MLA@leg.bc.ca. Your input and insights are invaluable as we navigate these important discussions.

Kind regards,

Dan Ashton
BC United Shadow Minister for Municipal Affairs
MLA for Penticton

[BILL 45 – MISCELLANEOUS STATUTES AMENDMENT ACT \(No. 4\), 2023](#)

PART 1 – MUNICIPAL AFFAIRS AMENDMENTS

Community Charter

Explanatory Note

1 *The Community Charter, S.B.C. 2003, c. 26, is amended by adding the following section to Division 4 of Part 8:*

Availability of shelter

274.1 For the purposes of enforcing, under section 274, a bylaw against a person who is sheltering at an encampment while homeless, alternative shelter is reasonably available to the person and meets the basic needs of the person for shelter if

- (a) the person may stay overnight at the shelter,
- (b) the person has access to a bathroom and shower at or near the shelter,
- (c) the person is offered without charge one meal a day at or near the shelter, and
- (d) the shelter is staffed when persons are sheltering at the shelter.

Vancouver Charter

Explanatory Note

2 *The Vancouver Charter, S.B.C. 1953, c. 55, is amended by adding the following section:*

Availability of shelter

334.1 For the purposes of enforcing, under section 334, a by-law against a person who is sheltering at an encampment while homeless, alternative shelter is reasonably available to the person and meets the basic needs of the person for shelter if

- (a) the person may stay overnight at the shelter,
- (b) the person has access to a bathroom and shower at or near the shelter,
- (c) the person is offered without charge one meal a day at or near the shelter, and
- (d) the shelter is staffed when persons are sheltering at the shelter.

BC United Official Opposition
Room 201, Parliament Buildings
Victoria, BC V8V 1X4



FOR IMMEDIATE RELEASE

December 8, 2023

Regional District and City work together to create more accessible communities

PORT ALBERNI – The Alberni-Clayoquot Regional District (ACRD) and the City of Port Alberni are pleased to announce they are collaborating to develop a plan to improve accessibility in the Alberni-Clayoquot Region.

Building an inclusive, accessible community that addresses the diverse needs that people with disabilities face is essential. The two organizations will explore what barriers and challenges exist in the Region and make meaningful changes that will help them meet the requirements of the *Accessible BC Act*.

“Communities that celebrate inclusion and diversity provide a kinder, richer social environment for everyone,” says ACRD Director Vaida Siga. “Ensuring those with diverse needs have accessibility to community resources will support physical, social, mental, and economic well-being of the whole community. I look forward to working collaboratively toward this objective.”

By collaborating on the creation of an Accessibility Plan and the formation of an Accessibility Committee, the City of Port Alberni and the ACRD will meet their goal of identifying, removing, and preventing barriers to individuals in or interacting with our organizations. Partnering on this project allows for timely way to better serve the residents in the Alberni-Clayoquot Region. Working together will also decrease the staff time, creating a more cost-efficient plan for both organizations.

“What a disability looks like varies – some are obvious, some are not. Looking around our community there is such a diverse range of people with disabilities. Just one limitation can impact participation and movement, as we have seen,” explains Cindy Solda, Port Alberni city councillor. “When I look around our community, I see many examples of people facing barriers to their movement within the community. Working and collaborating on an Accessibility Plan can ensure we create inclusive public spaces. We need to do better than we are now – being inclusive benefits all of us.”

The Accessibility Plan will be developed with the support and input of the Accessibility Committee and will consider principles of inclusion, adaptability, diversity, collaboration, self-determination, and universal design. More information on the Committee is available in the [Terms of Reference](#).

The ACRD has issued an expression of interest for people who want to volunteer to join the committee and be part of this new initiative. The committee will consist of five members at large, with the majority self-identifying as having a disability or someone who supports a person with disabilities, one person who identifies as Indigenous, and one member of City Council and one ACRD Director. The EOI is available [HERE](#) and applications are being accepted until January 10, 2024.



You can stay up to date on accessibility in our community by visiting the [website](#).

-30-

For more information, please contact:
Heather Thomson, ACRD Communications Coordinator
250-206-5162 or hthomson@acrd.bc.ca

From: [Info Ucluelet](#)
To: [Info Ucluelet](#)
Subject: FW: BC Codes 2024 Adoption
Date: January 4, 2024 8:21:10 AM

From: Building and Safety Standards Branch <info@buildingsafety.gov.bc.ca>
Sent: Tuesday, December 5, 2023 2:45 PM
To: Info Ucluelet <info@ucluelet.ca>
Subject: BC Codes 2024 Adoption

[External]



Decorative construction image



BC Codes 2024 Adopted

I am writing to advise that the Province has adopted the 2024 editions of the British Columbia Building Code, including Book II Plumbing Systems, and Fire Code (BC Codes 2024). A news release announcing adoption is available on [BC Gov news](#).

The BC Codes 2024 will come into effect on March 8, 2024 and will apply to building permits applied for on or after that date. Buildings with permits in place under the BC Codes 2018 will generally not be affected by the adoption of the new BC Codes.

The effective date for the new adaptable dwellings and earthquake design changes will be deferred to March 10, 2025 to allow additional engagement and sufficient training to support innovative and cost-effective design solutions. This delay represents a measured approach that aims to balance accessibility and housing supply priorities while minimizing impacts to industry. The delay also considers human rights, equity for all people, accessibility engagement feedback, and product availability and affordability.

To download a free copy of the BC Codes 2024, please visit the the [Building](#)

[and Safety Standards' website](#).

Print publications are anticipated to be available for purchase online later in 2024. The Building and Safety Standards Branch will notify code users and industry professionals when the print publications are available.

The BC Codes are substantially based on the National Model Codes. The 2020 National Model Codes adopted more than 400 technical changes to improve the level of safety, health, accessibility, fire and structural protection, and energy efficiency provided by the Code. BC Codes 2024 harmonized with the 2020 National Model Codes to enable mass timber construction and require rough-ins for radon safety province-wide, as well as other topics to make new buildings more accessible and healthy.

Although the 2024 BC Building Code includes most of the 2020 National Building Code requirements, some BC-specific Code changes include:

- requiring 100% adaptable dwellings in large condominium and apartment buildings and some first-floor dwelling units in new small apartments and condominiums with shared entrances and common corridors to be adaptable (effective March 2025);
- reinforcement of bathroom walls to allow future installation of grab bars (effective March 2025);
- early adopting national provisions to improve earthquake design changes for housing and small buildings with high seismic hazard values (effective March 2025);
- more complete and specific language for constructing extended rough-ins for radon subfloor depressurization systems (March 2024);
- adopting cooling requirements to provide one living space that does not exceed 26 degrees (March 2024); and
- retaining existing ventilation requirements for systems serving single dwelling units.

New National Code content for large farm buildings and farm building equipment as well as un-sprinklered home-type care occupancies have not been adopted. The Province will be conducting further analysis on these matters. The National Farm Building Code of Canada 1995 continues to apply to farm buildings.

For more information about the new BC Codes changes, please visit our [website](#).

The Building and Safety Standards Branch is working with partners to develop and deliver educational events and materials. Additional code resources, including technical bulletins will be posted to our [website](#), in the coming months.

The Canadian Board for Harmonized Construction Codes is conducting a [public review](#) on proposed changes to the National Construction Codes 2025. We invite you to share this with others in your organization and encourage you to participate. This is your opportunity to provide feedback on proposed changes that will be considered for adoption in future BC Codes. The public review will conclude on December 18, 2023.

If you have any questions, please email Building.Safety@gov.bc.ca.

Please share this information as appropriate within your organization.

Sincerely,

Jun'ichi Jensen
A/Executive Director
Building and Safety Standards Branch
Ministry of Housing

[View online](#)
[Update email preferences](#)