



REGULAR MEETING OF COUNCIL
Tuesday, March 26, 2024 @ 4:00 PM
Electronically (Via Zoom) and in the George Fraser Community Room in the
Ucluelet Community Centre 500 Matterson Drive, Ucluelet

AGENDA

This meeting is conducted both in-person in the George Fraser Community Room 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 Community Room in the Ucluelet Community Centre to hear, or watch and hear, this meeting including any electronic participation.

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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.
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3. APPROVAL OF THE AGENDA
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 - Eddie Kunderman, Operations Manager, Alberni-Clayoquot Regional District
Re: West Coast Transit Service

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- 13.1 Councillor Shawn Anderson
Deputy Mayor, April 1 - June 30, 2024
- 13.2 Councillor Jennifer Hoar
Deputy Mayor, January 1 - March 31, 2024
- 13.3 Councillor Ian Kennington
Deputy Mayor, July 1 - September 30, 2024
- 13.4 Councillor Mark Maftei
Deputy Mayor, October 1 - December 31, 2024
- 13.5 Mayor Marilyn McEwen

14. QUESTION PERIOD

15. CLOSED SESSION

16. ADJOURNMENT

DISTRICT OF UCLUELET
MINUTES OF THE REGULAR COUNCIL MEETING
HELD ELECTRONICALLY AND IN THE GEORGE FRASER ROOM IN THE
UCLUELET COMMUNITY CENTRE, 500 MATTERSON DRIVE
Tuesday, March 12, 2024 at 4:00 PM

Present: **Chair:** Mayor McEwen
 Council: Councillors Anderson, Hoar, Kennington, and Maftai
 Staff: Duane Lawrence, Chief Administrative Officer
 Jeffrey Cadman, Director of Finance
 Bruce Greig, Director of Community Planning
 Abby Fortune, Director of Community Services
 Joseph Rotenberg, Manager of Corporate Services
 Nancy Owen, Executive Assistant

Regrets:

1. CALL TO ORDER

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

1.1 ACKNOWLEDGEMENT OF THE YUULU?IŁ?ATH

Council acknowledged the Yuulu?ił?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 were 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 March 12, 2024, Regular Council Meeting Agenda

2024.2078.REGULAR *IT WAS MOVED AND SECONDED:*

THAT the March 12, 2024, Regular Council Meeting Agenda be adopted as presented.

CARRIED.

4. ADOPTION OF MINUTES

4.1 February 8, 2024, Regular Committee of the Whole Minutes

2024.2079.REGULAR *IT WAS MOVED AND SECONDED:*

THAT the February 8, 2024, Regular Committee of the Whole Minutes be adopted as presented.

CARRIED.

4.2 February 15, 2024, Regular Council Meeting Minutes

2024.2080.REGULAR *IT WAS MOVED AND SECONDED:
THAT the February 15, 2024, Regular Council Meeting Minutes be adopted as presented.*

CARRIED.

4.3 February 26, 2024, Special Council Meeting

2024.2081.REGULAR *IT WAS MOVED AND SECONDED:
THAT the February 26, 2024, Special Council Meeting Minutes be adopted as presented.*

CARRIED.

4.4 February 27, 2024, Regular Council Meeting

2024.2082.REGULAR *IT WAS MOVED AND SECONDED:
THAT the February 27, 2024, Regular Council Meeting Minutes be adopted as presented.*

CARRIED.

5. PUBLIC INPUT & DELEGATIONS

5.1 Delegations

**Nigel Gray and Paul Koopman, McDonald Gray Consultants / dHK Architects & Property Owners
Re: Lot 1 - District Lot 1 / Land Use Discussion - Vision for the Property**

The Delegates presented their vision for the property located on Lot 1 near Big Beach Park. The Delegates' presentation included a power point presentation and 3D rendering. Their vision includes a pub, 12 tourist accommodation units, 12 micro rental housing units and five townhouses.

Council provided input on the vision.

2024.2083.REGULAR *IT WAS MOVED AND SECONDED:
THAT section 18.3 of the Council Procedure Bylaw, which limits the number of delegations to two, be suspended for the duration of this meeting to allow a third delegation.*

CARRIED.

**Eddie Kunderman, Operations Manager, Alberni-Clayoquot Regional District
Re: West Coast Transit Service**

The Delegate did not present.

Teri Fong, Chief Financial Officer, Alberni-Clayoquot Regional District

Re: Alberni-Clayoquot Regional District Budget

Ms. Fong outlined the Alberni-Clayoquot Regional District's 2024-2028 Draft Financial Plan, services provided to the District of Ucluelet and the 2024 ACRD tax requisition for the District. The Delegate also noted their 2024 projects and service agreements with the District to be updated.

6. UNFINISHED BUSINESS

There was no unfinished business.

7. BYLAWS

7.1 Zoning Amendment for 1626 Larch Road

John Towgood, Municipal Planner

2024.2084.REGULAR *IT WAS MOVED AND SECONDED:
THAT Council give first, second, and third reading of the Ucluelet Zoning Amendment Bylaw No. 1332, 2024.*

CARRIED.

2024.2085.REGULAR *IT WAS MOVED AND SECONDED:
THAT Council adopt Ucluelet Zoning Amendment Bylaw No. 1332, 2024*

CARRIED.

8. REPORTS

8.1 2024 Grant in Aid & In-Kind Contributions Award

Abby Fortune, Director of Community Services

Councillor Maftai recused himself due to a conflict of interest as the Raincoast Education Society is applying for a Grant in Aid and he is that Society's Executive Director. Councillor Maftai left the room at 4:45 PM.

Council noted that Grants in Aid are for specific projects and requested that Staff present amendments to the Grant in Aid and In-Kind Contribution Policy. Council further noted the need to meet with School District 70 to discuss funding curriculum provided by Raincoast Education Society to SD70 students. Staff will coordinate a meeting between Council and SD70.

2024.2086.REGULAR *IT WAS MOVED AND SECONDED:
THAT Council approve the Grants in Aid and In-Kind contributions for 2024 as presented in Appendix B, "Schedule of 2024 Grants in Aid and Council Contribution Requests" attached to staff report No. 24-21.*

CARRIED.

8.2 Development Variance Permit for 1626 Larch Road

John Towgood, Municipal Planner

Councillor Maftai reentered the meeting at 5:03 PM after item 8.1 was dealt with.

Council provided the applicant with an opportunity to speak. The applicant did not present.

Council provided an opportunity for the public to comment on the proposed Development Variance Permit. There was no public input.

2024.2087.REGULAR *IT WAS MOVED AND SECONDED:
THAT Council authorize the Director of Community Planning to execute and issue Development Variance Permit 24-01.*

CARRIED.

**8.3 Development Permit - 1671 Cedar Road (Whiskey Land Phase 2)
Bruce Greig, Director of Community Planning**

The Mayor noted recent correspondents from the applicant and that the applicant was unavailable to attend the meeting.

The applicant was invited to speak. The applicant did not address Council.

2024.2088.REGULAR *IT WAS MOVED AND SECONDED:
THAT Council defer a decision on issuing permits for the proposed development at 1671 Cedar Road until the applicant provides a valid certificate of compliance for the proposed multi-family use of the site – or other form of determination or release from the Ministry of Environment – and a landscape plan, noting that under section 9.1 of the Ucluelet Development Application Procedures Bylaw, “every application that has outstanding information requirements for a period greater than nine (9) months is deemed to have been abandoned, with fees forfeited.”*

CARRIED.

**8.4 Finance Officer Appointment
Duane Lawrence, Chief Administrative Officer**

Duane Lawrence introduced Jeffery Cadman, the District of Ucluelet Director of Finance.

2024.2089.REGULAR *IT WAS MOVED AND SECONDED:
THAT Council rescind the appointment of Duane Lawrence as the District of Ucluelet Finance Officer effective March 12, 2024.*

CARRIED.

2024.2090.REGULAR *IT WAS MOVED AND SECONDED:
THAT Council appoint Jeffery Cadman as a District of Ucluelet authorized signatory effective March 12, 2024.*

CARRIED.

2024.2091.REGULAR *IT WAS MOVED AND SECONDED:
THAT Council appoint Jeffery Cadman as the District of Ucluelet Finance Officer in accordance with Section 149 of the Community Charter and the District of Ucluelet Officers and Officials Bylaw No. 1315, effective March 12, 2024.*

CARRIED.

2024.2092.REGULAR *IT WAS MOVED AND SECONDED:*
THAT Council appoint the Director of Finance as the authorized Collector.

CARRIED.

9. NOTICE OF MOTION

There were no notices of motion.

10. CORRESPONDENCE

10.1 Follow up to Senior Advocates Visit *Patricia Sieber, Chair, Sea View Seniors Housing Society*

2024.2093.REGULAR *IT WAS MOVED AND SECONDED:*
THAT this letter be referred to Staff.

CARRIED.

10.2 Grant in Aid Extension Request *Patricia Sieber, Chair, Sea View Seniors Housing Society*

11. INFORMATION ITEMS

11.1 AVICC's 75th AGM & Convention - Request for photos, and shared experiences from your community *Theresa Dennison, Executive Coordinator, Association of Vancouver Island and Coastal Communities*

11.2 Request for a greeting letter to Shen Yun Performing Arts on Canada tour 2024 *Sue Zhang, Falun Dafa Association of Vancouver*

12. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS

12.1 Councillor Shawn Anderson *Deputy Mayor, April 1 - June 30, 2024*

Councillor Anderson attended the Seniors Advocate Meeting and noted the lack of services available in rural areas when compared to urban areas. He noted the resilience of rural residents. Further discussion on this topic will be had with Island Health on April 12, 2024.

Councillor Anderson attended the Pacific Rim Region Coastal Safety Coordination Meeting, where attendees discussed reinstating the lifeguard program in the Pacific Rim National Park which was in place for 36 years and eliminated in 2012. He noted that there is a gap in responsibility which covers the surf zone.

12.2 Councillor Jennifer Hoar *Deputy Mayor, January 1 - March 31, 2024*

Councillor Hoar noted that it is the Mayor's Birthday.

12.3 Councillor Ian Kennington
Deputy Mayor, July 1 - September 30, 2024

Councillor Kennington also attended the Seniors Advocate Luncheon, noted housing challenges and accessibility issues specific to seniors.

12.4 Councillor Mark Maftei
Deputy Mayor, October 1 - December 31, 2024

Councillor Maftei encouraged resident to attend the Raincoast Education Society's Annual General Meeting on March 13th at 5:30 PM.

12.5 Mayor Marilyn McEwen

Mayor McEwen attended two presentations regarding the West Coast Transit System and noted that it will start on April 2nd. The Mayor presented the service logistics and rollout.

On February 28th the Mayor attended a West Coast Committee meeting where Airport leases were reviewed and Transit Systems were discussed. On this date, the Mayor also attended the Seniors Advocate Luncheon and the Alberni-Clayoquot Regional (ACRD) Board meeting where the draft Financial Plan was presented. The Financial Plan was further considered at the March 6th ACRD Committee of the Whole meeting.

On February 29th, the Mayor attended a meeting with several mayors, where challenges and successes were shared and on March 1st, the Mayor attended an Island Coast Economic Trust meeting where three projects were approved including a project at Naa'Way'a'Sum Gardens art gallery at the Clayoquot Campus.

On March 4th, the Mayor attended the Coastal Safety Prevention Regional Coordination Meeting where reinstatement of the lifeguard program was discussed. A motion is being crafted intended to lobby the Federal Government to reinstate this program.

On March 7th, the Mayor attended the Resort Community Collaborative Meeting, a monthly online meeting of 14 Mayors in resort municipalities.

On March 13th, a meeting will be held between the Minister of Tourism staff and Whistler staff to discuss expanded uses of the Municipal and Regional District Tax (MRDT) program to fund infrastructure. The Mayor will also attend two ACRD Meetings, one hosted by Island Health, and an ACRD Board Meeting.

13. QUESTION PERIOD

13.1 Patricia Sieber

Patricia Sieber thanked Council for attending the Seniors Advocate Meeting

and emphasized the need for more seniors programming and the coordination and communication of these services. The member of the public requested that Council discuss these issues with Island Health.

13.2 Andy Herridge

Andy Herridge requested an update on approvals for the First Light Affordable Housing Project (also known as the Lot 13 Marine Drive Affordable Housing Project). Staff noted that a Special Council meeting may be scheduled to consider related recently received agreements.

He further recommended Council engage with Coast Smart, regarding the proposed motion regarding lifeguard services in the Pacific Rim National Park.

13.3 Judy Gray

Judy Gray noted substantial delays with the First Light Affordable Housing Project. She recommended the District of Ucluelet's process be reviewed.

14. CLOSED SESSION

There was no closed session.

15. ADJOURNMENT

15.1 Motion to Adjourn

2024.2094.REGULAR *IT WAS MOVED AND SECONDED
THAT the March 12, 2024, Regular Council Meeting be adjourned.*

CARRIED.

The meeting was adjourned at 6:12 PM

CERTIFIED CORRECT:

Duane Lawrence, Corporate Officer

Marilyn McEwen, Mayor

DISTRICT OF UCLUELET
MINUTES OF THE SPECIAL COUNCIL MEETING
HELD ELECTRONICALLY AND IN THE GEORGE FRASER COMMUNITY ROOM IN
THE UCLUELET COMMUNITY CENTRE, 500 MATTERSON DRIVE
Thursday, March 14, 2024 at 4:30 PM

Present: **Chair:** Mayor McEwen
 Council: Councillors Anderson, Hoar, Kennington, and Maftei
 Staff: Duane Lawrence, Chief Administrative Officer
 Jeffrey Cadman, Director of Finance
 Bruce Greig, Director of Community Planning
 Joseph Rotenberg, Manager of Corporate Services
 Nancy Owen, Executive Assistant

Regrets:

1. CALL TO ORDER

The Special Council meeting was called to order at 4:30 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 on Zoom which may store data on foreign servers.

2. LATE ITEMS

There were no late items.

3. APPROVAL OF AGENDA

3.1 March 14, 2024, Special Council Meeting

2024.2029.SPECIAL *IT WAS MOVED AND SECONDED:*

THAT the March 14, 2024, Special Council Meeting Agenda be adopted as presented.

CARRIED.

4. REPORTS

4.1 Lot 13 Affordable Housing Development - BC Housing partnering agreements

Bruce Greig, Director of Community Planning

Mr. Greig presented this report.

2024.2030.SPECIAL *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.

2024.2031.SPECIAL *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.

5. ADJOURNMENT

5.1 Motion to Adjourn

2024.2032.SPECIAL *IT WAS MOVED AND SECONDED:*

THAT the March 14, 2024, Special Council Meeting be adjourned.

CARRIED.

The meeting was adjourned at 4:48 PM.

CERTIFIED CORRECT

Duane Lawrence, Corporate Officer

Marilyn McEwen, Mayor



REPORT TO COMMITTEE OF THE WHOLE

Council Meeting: March 26, 2024

500 Matterson Drive, Ucluelet, BC, V0R 3A0

FROM: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

FILE No: 0550-01 (2024)

SUBJECT: LEGISLATIVE CHANGES RELATED TO PUBLIC HEARINGS – ORDER OF OPERATIONS

REPORT No: 24-27

ATTACHMENT(s): NONE

SUMMARY OF DESIRED OUTCOME:

That the Committee of the Whole provide Staff with direction regarding whether Applicants should be provided an opportunity to present their application to Council orally when a public hearing is prohibited under the *Local Government Act* (the “Act”).

BACKGROUND:

Legislative Background

As noted in report number 24-13, local governments are now prohibited from holding public hearings on zoning amendment bylaws if:

1. an official community plan is in effect for the area that is subject to the zoning bylaw; and,
2. the bylaw is consistent with the official community plan; and,
3. the sole purpose of the bylaw is to permit a development that is, in whole or in part, a residential development; and
4. the residential component of the development accounts for at least half of the gross floor area of all buildings and other structures proposed as part of the development.

Local governments are further prohibited from holding public hearings on a zoning bylaw proposed for the sole purpose of complying with section 481.3 of the *Act*. As it applies to the District of Ucluelet, section 481.3 requires the District to allow secondary suites and/or accessory dwelling units in zones that permit detached single-family dwellings.

These amendments to the *Act* are a part of the Provincial Government’s plan for addressing the housing crisis by streamlining residential developments and supporting the delivery of new homes. By prohibiting public hearings, the amendments remove a procedural step which may have enhanced the influence of special interest groups opposing certain types of residential developments (i.e. NIMBYism).

In response to these public hearing prohibitions, Council adopted the following resolution:

THAT, when public hearings are prohibited under section 464 of the *Local Government Act*, Council direct Staff to present the draft zoning amendment bylaw for the first time to Council after notice has been given in accordance with section 467 of the *Local Government Act*.

Whether a public hearing is prohibited or Council decides not to hold a public hearing, notice must be given before first reading of the zoning bylaw. This notice is referred to as notice of first reading for the remainder of the report (it is also known as notice of no public hearing). The notice of first reading must state the purpose of the zoning bylaw in general terms, the land or lands subject to the bylaw, the date of the first reading of the bylaw, and the place, times and dates when the bylaw may be inspected.

It is noteworthy that the *Act* also authorizes local governments to decide not to hold a public hearing when an official community plan is in effect for the area that is the subject of the zoning bylaw, and the proposed zoning amendment bylaw is consistent with the official community plan.

District Past Practices

In recent years Council has only decided not to hold a public hearing in extenuating circumstances associated with the COVID-19 Pandemic. As a result, generally rezoning Applicants were provided an opportunity to address Council orally when Council considered giving the bylaw first reading and/or at the bylaw's public hearing. This provided an opportunity for the Applicant to advocate for their development, address Council questions, and any community concerns.

This practice is consistent with how most BC municipalities have processed development applications. Providing an opportunity for Applicants to present their development proposal to Council is also an established element of procedural fairness.

Legal Advice

Where public hearings are prohibited under the *Act*, the District's Solicitor has recommended against Council receiving oral presentations from Applicants at the meeting when Council considers first reading of the Bylaw (after notice of first reading is given). The Solicitor raised concerns with violating the new public hearing prohibition and risks associated with breaching rules of procedural fairness.

Options

Staff envision three possible approaches to processing rezoning applications which align with the District's Solicitor's advice. Note that in all cases, an optional step is for a developer to request to appear before Council as a delegation and present their vision for their proposal – separate from and ahead of the formal application process.

Approach One: No Applicant Presentation After Application is Submitted

1. Applicant submits their rezoning application;
2. Staff analyse the submitted materials and prepare report to Council;
3. Staff give notice of first reading; and
4. Council receives the staff report and then considers the application and first reading.

Approach Two: Applicant Presentation When Staff Introduce the Application and Bylaw

1. Applicant submits rezoning application;
2. Staff analyse the submitted materials and prepare report to Council;
3. Staff present the application, the staff report and draft bylaw at a Council meeting. The Applicant is provided an opportunity to speak to their application and any Council questions at this meeting. Council determines whether to reject the application, or directs Staff to give notice of first reading;
4. Staff give notice of first reading;
5. Council considers first reading.

Approach Three: Applicant Presentation When Staff Introduce the Application

1. Applicant submits rezoning application;
2. Staff analyse the submitted materials and prepare report to Council;
3. Staff present the staff report at a Council meeting. The Applicant is provided an opportunity to speak to their application and any Council questions at this meeting. Council determines whether to proceed with the application and directs Staff whether to proceed with drafting a bylaw and to give notice of first reading;
4. Staff gives notice of first reading;
5. Council considers first reading.

| | | |
|--|------|---|
| <p><u>Approach One: No Applicant Presentation After Application is Submitted</u></p> | Pros | <ul style="list-style-type: none"> • This is the fastest approach and requires the least Council time. • This approach aligns with the Council resolution outlined above. • The Applicant may be a delegation to Council at any time prior to submitting their application, if they so choose. |
| | Cons | <ul style="list-style-type: none"> • There would be no opportunity for the Applicant to orally present their application to Council and/or answer Council questions about their application. • Less sophisticated Applicants may have difficulty advocating for their development through their written application materials alone. • When an Applicant hears feedback on their initial vision and responds with in-stream changes or additional information (between the time of application and Council consideration of their final application materials), there would be no opportunity for the Applicant to verbally address such changes with Council. |

| | | |
|---|------|--|
| <p><u>Approach Two:</u> Applicant Presentation When Staff Introduce the Application and Bylaw</p> | Pros | <ul style="list-style-type: none"> • There would be an opportunity for the Applicant to orally present their application to Council after it has been submitted and answer Council questions. • This approach may be more accessible for less sophisticated Applicants. • Applicants could orally address differences between the vision they presented at a delegation and their application. • Council could direct staff to make changes to the bylaw before notice of first reading is given. • Council would specifically determine if the bylaw is consistent with the Official Community Plan (OCP), and therefore not subject to public hearing, prior to proceeding with notice of first reading. |
| | Cons | <ul style="list-style-type: none"> • This approach is slower than Approach One. Staff estimate the additional step would add three to four weeks for the notification and appearance on an additional Council agenda. |
| <p><u>Approach Three:</u> Applicant Presentation When Staff Introduce the Application and Bylaw</p> | Pros | <ul style="list-style-type: none"> • There would be an opportunity for the Applicant to orally present their application to Council after it has been submitted and answer Council questions. • This approach may be more accessible for less sophisticated Applicants. • Applicants could orally address differences between the vision they presented at a delegation and their application. • Council could direct staff to make changes before the bylaw is drafted and notice of first reading is given. • Council would specifically determine if the proposal is consistent with the OCP, and therefore not subject to public hearing, prior to proceeding with drafting the specifics of a zoning amendment bylaw. • Staff and Council time would be saved where Council rejects an application and therefore directs staff not to draft the zoning amendment bylaw. |
| | Cons | <ul style="list-style-type: none"> • This is the slowest approach. Staff estimate the additional step would add five to six weeks for the sequential bylaw drafting, notification and subsequent appearance on an additional Council agenda. • Since Council would not review the bylaw before notice of first reading is given, it's possible that Council could determine that the bylaw is not consistent with the OCP when it is introduced after notice of first reading is given. In such case, additional time would also be required to back the process up and prepare a bylaw to amend the OCP bylaw – so that if adopted the zoning amendment would remain consistent with the OCP. |

KEY QUESTIONS:

1. When public hearings are prohibited by the *Act*, should zoning amendment Applicants be provided an opportunity to present their application orally to Council?
2. If yes to 1., which approach should be taken where public hearings are prohibited?

Respectfully submitted: Joseph Rotenberg, Manager of Corporate Services



REPORT TO COUNCIL

Council Meeting: March 26, 2024

500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

FILE NOS: 3900-25 – BYLAW 1334

SUBJECT: DISTRICT OF UCLUELET PARKLAND DISPOSAL
BYLAW NO. 1334, 2024 – AAP COMPLETE

REPORT NO: 24- 26

ATTACHMENT(S): APPENDIX A – BYLAW NO. 1334, 2024
APPENDIX B – CERTIFICATION OF AAP RESULTS
APPENDIX C – PURCHASE AND SALE AGREEMENT

RECOMMENDATION(S):

THAT Council adopt District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024.

BACKGROUND:

The Agreement

On January 9, 2024, Council approved a purchase and sale agreement (the “Agreement”) to sell the Food Bank on the Edge a 0.201 hectare portion of Tugwell Field Park (District Lot 284) for \$1.00. The land to be sold is marked as “Park to be Closed Parcel A” on Plan EPP132848 (referred to as the “Land” for the remainder of the report). The Agreement and Plan are attached as Appendix C.

One condition of the Agreement is that Council adopt a Parkland Disposal Bylaw. This condition cannot be waived as section 27 of the *Community Charter* requires a Bylaw adopted with the approval of the electors to authorize the sale of this parkland. If this condition is not met, the agreement would be at an end.

The Agreement also incorporates an option for the District to purchase back the Land for \$1.00. The option may be exercised if the Land is not used for food bank purposes for six consecutive months; the Land or buildings on the Lands are not maintained; or 20 years have past from registration of the option. If the District exercises this option, it will acquire a fee simple lot inclusive of any improvements. The acquired lot could be rededicated as park, used by the District in accordance with its zoning, or sold.

The Agreement also incorporates a statutory right of way which permits the District to access the site and store vehicles, equipment, machinery, materials or other moveable property. The statutory right of way and option would be registered on title and therefore ride with the land and apply to the Food Bank on the Edge and any future owners of the property.

The Land

The Land that is subject to the Bylaw and Agreement is the section of Tugwell Field Park (District Lot 284), outlined in bold and marked “Park to be Closed Parcel A” on Figure 1 below and on Plan EPP132848 (see Appendix C). The Land is 0.201 hectares and has Forbes Road frontage. It is located in the northwest corner of the Park, immediately beside the property at 354 Forbes Road.

The topography of this section of Park is not suitable for playing field use due to a steep slope on the northern edge of the Park and a District access road used by Parks Staff. Access to this road, and materials stored on site would be preserved by the statutory right of way referenced above.

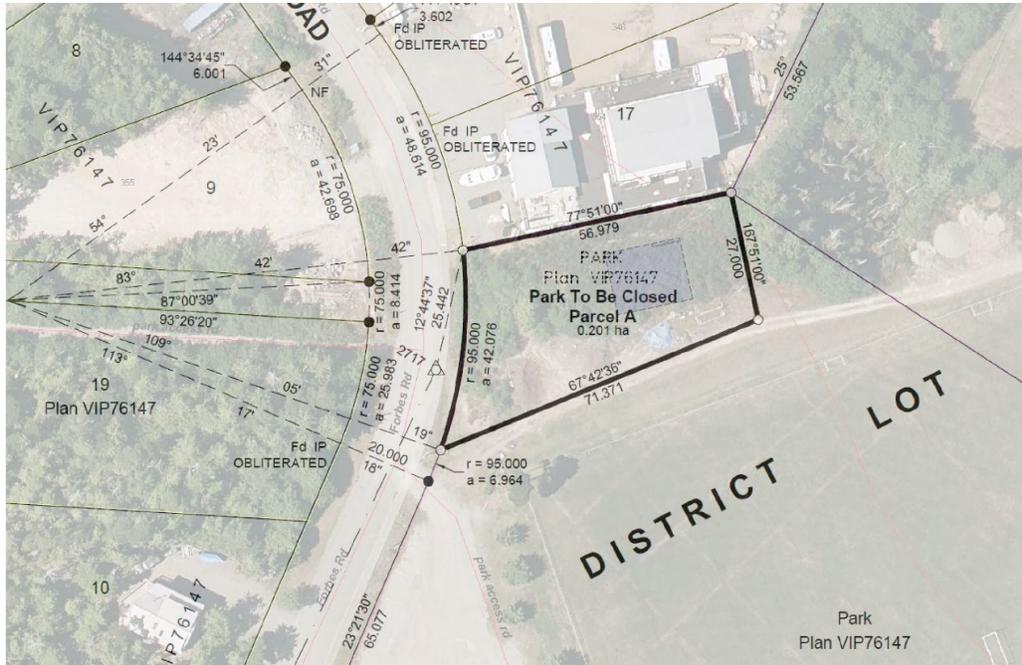


Figure 1

District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024 (the “Bylaw”)

The Bylaw authorizes the sale of the Land to the Food Bank on the Edge for \$1.00 and the closure of this section of the Tugwell Field Park. It further references the option and right of way discussed above.

According to the Bylaw and Section 27(2)(b) of the *Community Charter*, the proceeds from the sale must be deposited into the District’s park land acquisition reserve fund. A nominal consideration (\$1.00) is contemplated by the Agreement and Bylaw, as the transaction was intended to be below market value which is permissible as the Food Bank on the Edge is not a business.

The Bylaw also authorizes the Mayor and Chief Administrative Officer to execute all documents required to carry out the disposition to the Food Bank on the Edge.

The Alternative Approval Process

Elector approval is required for Council to adopt the Bylaw. Council decided to seek elector approval through an Alternative Approval Process (AAP). The response period for that process closed on March 13, 2024 at 4:00 PM.

The Bylaw received elector approval as only two elector response forms were received prior to the March 13th deadline. One form was signed by two individuals. This is well below the 10% threshold (173), which, if met requires Council to obtain elector approval through an assent voting (referendum) before proceeding with the Bylaw. The Corporate Officer's certification of the AAP results is attached to this report as Appendix B.

ANALYSIS OF OPTIONS:

Elector approval does not require Council to adopt the Bylaw. Council may abandon it, decide to hold an assent voting or consider adoption at a later date.

| | | | |
|----------|------------------------------------|-------------------------|---|
| A | Adopt the Bylaw | <u>Pros</u> | <ul style="list-style-type: none"> The sale of the Land to the Food Bank on the Edge and closure of this section of Tugwell Field Park would be authorized. |
| | | <u>Cons</u> | <ul style="list-style-type: none"> A 0.201 hectare section of Tugwell Field Park would be closed to the public. |
| | | <u>Implications</u> | <ul style="list-style-type: none"> A condition precedent of the purchase and sale agreement would be achieved. After all conditions precedent are dealt with, the purchase and sale agreement would be unconditional, and the Land would be transferred to the Food Bank on the Edge according to the terms of the Agreement. |
| B | Hold an assent voting on the Bylaw | <u>Pros</u> | <ul style="list-style-type: none"> Assent of the electors would be obtained if a majority of the votes counted as valid are in favour of the Bylaw. |
| | | <u>Cons</u> | <ul style="list-style-type: none"> The Bylaw, and therefore the disposition to the Food Bank on the Edge, would be delayed. |
| | | <u>Implications</u> | <ul style="list-style-type: none"> The purchase and sale agreement would have to be amended, as it would be impossible to complete an assent voting (referendum) and therefore adopt the Bylaw before April 30th. Staff time and budget allocation would be required to conduct the assent voting. Other staff projects would be reprioritized to meet the assent voting deadline, which is no later than 80 days after March 13, 2024. |
| | | <u>Suggested Motion</u> | <ol style="list-style-type: none"> THAT an assent voting be held on District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024; and THAT Council direct Staff to bring back a report on the assent voting process for the Bylaw. |

| | | | |
|---|--|-------------------------|---|
| C | Direct Staff to bring back this report at the April 16 th Council Meeting | <u>Pros</u> | <ul style="list-style-type: none"> Council would have additional time to determine whether or not to adopt the Bylaw. |
| | | <u>Cons</u> | <ul style="list-style-type: none"> The Land transfer would be delayed. |
| | | <u>Implications</u> | <ul style="list-style-type: none"> Additional staff and Council time would be required to bring this report back to Council at the April 16th meeting. |
| | | <u>Suggested Motion</u> | THAT Council direct Staff to bring back report Number 24-26 for Council's review at the April 16, 2024, Regular Council Meeting. |
| D | Abandon the Bylaw | <u>Pros</u> | <ul style="list-style-type: none"> The Land would remain parkland |
| | | <u>Cons</u> | <ul style="list-style-type: none"> The Land would not be transferred to the Food Bank on the Edge for their new food bank facility. The Food Bank would have to find a different location for their new facility. |
| | | <u>Implications</u> | <ul style="list-style-type: none"> A necessary condition precedent of the purchase and sale agreement would not be met. Therefore, the agreement would be at an end. |
| | | <u>Suggested Motion</u> | THAT Council abandon on District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024. |

POLICY OR LEGISLATIVE IMPACTS:

Section 27(2) of the *Community Charter* permits Council to dispose of part of Tugwell Field park provided a Bylaw is adopted with the approval of the electors. Division 2 of the *Community Charter* establishes that approval of the electors may be obtained through assent voting or an AAP. Section 86 sets out the rules for conducting an AAP. An AAP has been conducted and elector approval obtained. Council is therefore now in a position to adopt the Bylaw.

NEXT STEPS:

- Complete remaining mutual and District specific condition precedents
- Close affected parklands
- Transfer Lands to the Food Bank on the Edge

Respectfully submitted: Joseph Rotenberg, Manager of Corporate Services

DISTRICT OF UCLUELET**Bylaw No. 1334, 2024**

A bylaw to authorize disposition of parkland

WHEREAS section of 27(2) of the *Community Charter* authorizes the District of Ucluelet to, by bylaw adopted with the approval of the electors, dispose of a portion of park land and place the proceeds of disposal to the credit of a reserve fund under section 188(2)(b) of the *Community Charter* [parkland acquisition reserve fund];

AND WHEREAS the District of Ucluelet deems it expedient to dispose of that portion of dedicated park land comprising approximately 0.201 hectares titled “Park To Be Closed Parcel A” and outlined in heavy black line on Plan EPP132848 which is attached hereto as Schedule “A” (the “Closed Park”);

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

1. This bylaw may be known and cited for all purposes as the “District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024”.
2. The District of Ucluelet (the “District”) is hereby authorized and empowered to dispose the Closed Park to Food Bank on the Edge for consideration of \$1.00 and grants of:
 - (a) an option to re-purchase the Closed Park exercisable by the District if the Closed Park is not used for the operation of a food bank for a consecutive period of six (6) months, the owner fails to maintain the lands and the buildings on the land in a good state of maintenance and repair, or at any time following the 20th anniversary of registration of the option; and
 - (b) a statutory right of way entitling the District to store equipment and goods on the Closed Park.
3. The proceeds from the disposition of the Closed Park be placed to the credit of the District’s park land acquisition fund.
4. The transfer of the Closed Park is free of any dedication to the public for the purpose of a park or public square.
5. The Mayor and Chief Administrative Officer are authorized to execute all documents necessary to carry out the transfer and dedication removal described in this bylaw.

READ A FIRST TIME this 23rd day of January, 2024.

READ A SECOND TIME this 23rd day of January, 2024.

READ A THIRD TIME this 23rd day of January, 2024.

An alternative approval process in relation to this Bylaw was provided in accordance with the requirement of section 86 of the *Community Charter* and the elector response certified as not having exceeding 10% of the electors of the District of Ucluelet on the 13th day of March, 2024.

ADOPTED this ** day of ***, 20**.

CERTIFIED CORRECT; "District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024.

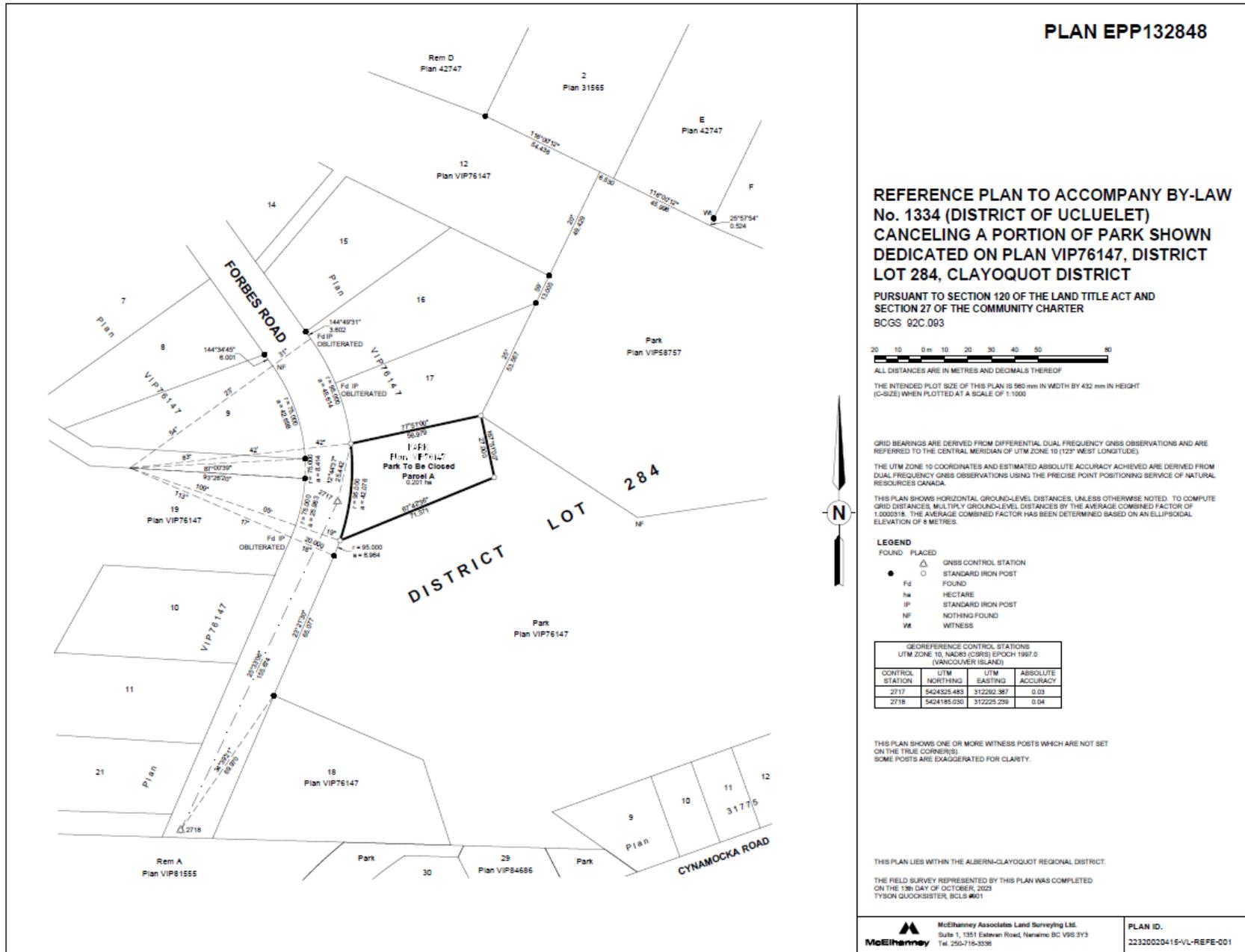
Marilyn McEwen
Mayor

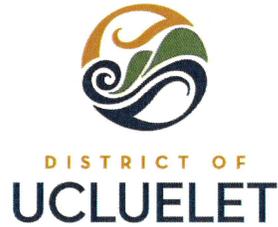
Duane Lawrence
Corporate Officer

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

Duane Lawrence
Corporate Officer

Schedule "A" to District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024



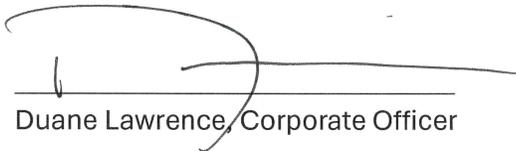


I, the undersigned Corporate Officer, as the person assigned responsibility for corporate administration under section 148 of the *Community Charter*, certify the results of the alternative approval process that was conducted to obtain the approval of the electors for “District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024” as follows:

| | |
|-------|---|
| 1,730 | Estimated number of eligible electors |
| 2 | Number of elector response forms submitted by the deadline |
| 0 | Number of electors response forms rejected |
| 2 | Number of elector response forms accepted |
| 0.12% | Percentage of estimated electors who validly submitted elector response forms |

In accordance with Section 86 of the *Community Charter*, the approval of the electors was obtained for “District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024”.

DATED this 14th day of March, 2024.



Duane Lawrence, Corporate Officer

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.]

District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024 - AAP Comple...

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

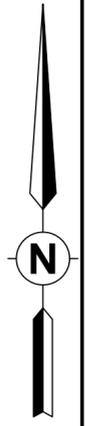
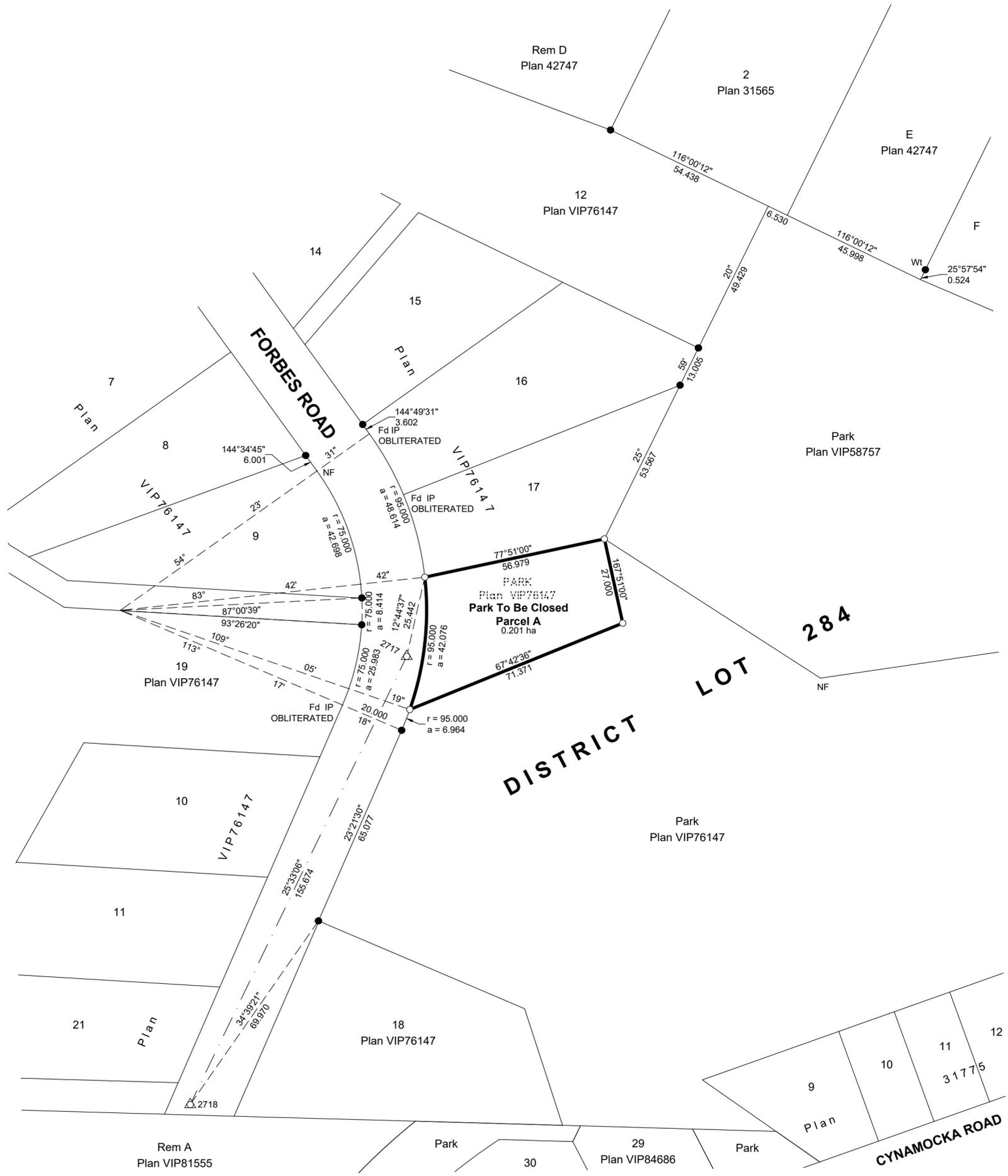
- FOUND PLACED
- △ GNSS CONTROL STATION
- STANDARD IRON POST
- Fd FOUND
- ha HECTARE
- IP STANDARD IRON POST
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- Wt WITNESS

| 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



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

PLAN ID.
22320020415-VL-REFE-001



REPORT TO COUNCIL

Council Meeting: March 26, 2024

500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: DUANE LAWRENCE, CAO **FILE NO:** 0390-20
SUBJECT: UBCM MINISTER MEETINGS **REPORT NO:** 24-30
ATTACHMENT(S): N/A

RECOMMENDATION(S):

THAT Council direct staff to prepare ministerial meeting request(s) on the following topics for the 2024 Union of British Columbia Municipalities conference:

- a. _____,
- b. _____; and,
- c. _____.

BACKGROUND:

The Union of British Columbia Municipalities hosts an annual conference in September each year. The 2024 conference is planned for September 16 -20, at the Vancouver Conference Centre.

During the conference there is an opportunity for municipalities to request meetings with the various Provincial Ministry Staff or Ministers to discuss key issues or concerns. Typically, the requests can take several forms, an ask of the ministry to action a key issue, an opportunity for a municipality to express their appreciation for past or pending support for a local item, or to bring a new item of local or regional importance to the Minister's attention.

ANALYSIS OF OPTIONS:

Staff completed a high-level review of past Council meetings and municipal initiatives and have put together the following topics that Council might want to engage with the ministries on.

Supportive Housing – The District's application to BC Housing and Canada Mortgage and Housing Corporation (CMHC) was rejected this year and staff are looking at future grant options and/or other funding options through BC Housing and CMHC. A meeting with the ministry responsible for housing may be beneficial to advocate for this project and identify alternate funding streams that could support the development of this local priority.

Fire Hall Grants – A meeting with the responsible ministry, advocating for increased directed funds through grant programs that would allow for the funding of municipal fire halls may be

advantageous in identifying and accessing funding streams to support the pending replacement of the municipal fire hall.

West Coast Transit – Advocating the Province to provide direct funding support for the new transit system or having BC Transit integrate the service into the Provincial transit system.

Health Services – A meeting with the minister to discuss increasing access to health services within the region and more specifically Ucluelet to allow for more people to age in place and maintain Ucluelet as their permanent long-term home.

Cell Services (Hwy 4) – A meeting with the ministry to determine when full cell coverage will be provided along the highway 4 corridor may be beneficial. We were advised Rogers was undertaking this project but have not received any updates. Cell coverage along the corridor continues to be a high priority to ensure safety of locals and visitors.

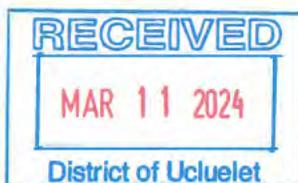
Costal Lifeguard Program – Council could request a meeting with the appropriate minister to advocate to the respective Federal ministry responsible for Parks Canada in order to reinstate the lifeguard program at Long Beach.

| | | | |
|---|---|-------------------------|---|
| A | Advise staff of ministerial meeting topics | <u>Pros</u> | <ul style="list-style-type: none"> Allows staff to prepare meeting requests Allows Council an opportunity to engage with Ministers directly on key areas of concern |
| | | <u>Cons</u> | <ul style="list-style-type: none"> None identified |
| | | <u>Implications</u> | <ul style="list-style-type: none"> Staff resources to develop a brief and ministerial request |
| B | Do not submit meeting requests at this time | <u>Pros</u> | <ul style="list-style-type: none"> Council has time to submit requests at a time when key issues are identified |
| | | <u>Cons</u> | <ul style="list-style-type: none"> If items of import are identified, they will need to be identified prior to the meeting request deadline when identified |
| | | <u>Implications</u> | <ul style="list-style-type: none"> There are no staffing or financial implications with not submitting meeting requests |
| | | <u>Suggested Motion</u> | No motion is required |

NEXT STEPS

- Develop briefing notes
- Issue meeting request related to the topics identified by Council

Respectfully submitted: Duane Lawrence, CAO



Dear Mayor and Council,

March 11, 2024

We are writing to oppose the give away of a portion of Tugwell Field. The park was left to the children of Ucluelet for today and future generations. This is like the chicken little story "the sky is falling" instead of sky its the "tsunami is coming, the tsunami is coming". The food bank is along ways from the water and on higher ground, there is no life or death situation going on there. Hundreds of people on both sides of the inlet live closer to the water. They can get rid of the old building and put the new one in its place, it has been in the same place for the 14 years we have lived here. You want to give this valuable piece of park property to the food bank because they failed to maintain their building, how does that even make sense to you,.

I live on Forbes Rd. and a piece of property that big with almost half of the parks road frontage to Forbes Rd. would run between 400 and 500 hundred thousand dollars, have you had the property assessed.

You want to give this valuable park property to private citizens for one dollar, with no guarantees that it will stay a food bank or they will sell it back to the city, they could sell it and keep the money and you have no guarantees they wont. Good retirement nest egg for someone.

This is a key piece of property for the expansion of Tugwell Field in the future, it will take a lot of taxpayer money to buy back something we already own.

You should not be giving away city assets, once its gone its gone, what other groups will want a piece of Tugwell Field, good for one good for all. This park is full all summer with people having baseball and soccer tournaments, you can tell by the use of the park that people really like it, and its only going to get more popular in the future, if the park needs anything its a bigger parking lot not a food bank.

That park was left to the children of Ucluelet, it is not your responsibility to try and find a loop hole to give this land away. Your responsibility is to the taxpayers of Ucluelet and protecting what they already own.

Yours sincerely,

Tom and Judy Schmidt
371 Forbes Rd
Ucluelet

From: [REDACTED]
To: [Info Ucluelet](#)
Subject: Concerns Over Provincial Short Term Rental Regulations Effect on Existing Ucluelet Businesses
Date: March 12, 2024 10:20:12 PM

[External]

Dear Mayor and Council,

I hope this letter finds you well. My wife and I are residents of Ucluelet, BC, and we're reaching out to express our concerns regarding the upcoming provincial legislation changes set to take effect on May 1st, which, to our knowledge, will impact the ability of established, independent accommodation providers currently operating in R-1 zoning to continue their operations.

In 2021, we purchased our first home on a quiet street in Ucluelet that included a legal STR suite under the existing R-1 residential zoning. The home was recently built, and the STR suite was a significant factor in our decision to purchase the home and our ability to afford the mortgage.

A year later, bylaw 1313 introduced new stipulations for R-1 zoned houses to have a common entrance and include breakfast for STR operations, which our property cannot feasibly meet without extensive renovations. As a result, many businesses like ours became lawful non-conforming accommodation providers, allowing us to legally continue operations. On our street alone, many of our neighbors operate established non-conforming suites like ours, many of whom are first-time home-buyers or young families who live in Ucluelet year-round and contribute greatly to our community.

The recent provincial law passed last fall, aiming to increase rental housing stock, is set to remove the legal non-conforming protection for STR businesses in BC. Although we conform to the provincial primary residence restrictions, our municipal legal non-conforming status places our business, and our ability to afford our home, in jeopardy.

As full-time Ucluelet residents and recent home-buyers, we are very aware of the issues that exist with housing affordability in our town and the effect that has on local businesses and the community. We are in full support of measures taken by the municipality to address this issue. However, we are concerned that the forthcoming provincial legislation will have unfair and potentially severe financial consequences for residents like ourselves, caught in the middle, at a time when rising inflation and high interest rates have already strained our financial stability.

We believe that dialogue and cooperation can lead to a solution that balances the needs of the municipality, its residents, and the broader goals of housing availability in BC.

Given these circumstances, we are seeking clarity on whether the municipality plans to revise the current zoning laws to accommodate and protect established STR businesses within the community. At the time that bylaw 1313 was passed, bylaw 1311 was also proposed by Bruce Grieg that would allow for existing businesses like ours to exist legally under a new zoning map. However, this was overlooked by the council at the time and dropped from subsequent council meeting agendas. Can we get the assurance of the mayor and council that we will be able to continue to operate our well-established accommodation business in Ucluelet after May 1st?

We would be happy to discuss this matter further and explore potential paths forward. Please let us know how we can engage with the municipality on this issue, and if there are any upcoming meetings or forums where we can voice our concerns and suggestions.

Thank you for your time and consideration. We look forward to your response.

Sincerely,

Charley and Rachel

Charley Ballantyne

[REDACTED]



March 6, 2024

Dear Mayor & Council,

We are writing on behalf of Black Rock Oceanfront Resort to inquire about installing signage within the community to assist visitors in locating our establishment. As an integral part of the local tourism industry, we believe that clear and informative signage is essential for enhancing the experience of visitors and promoting economic activity within the community. We have met with staff on a previous occasion, however knowing that there is a specific area for installation would help the process.

We recognize that there are signage bylaws in place, and we want to adhere to all bylaws. Before proceeding with any signage installations, we require

1. Designated areas: Could you please specify the designated areas or zones with the town where signage is permitted? Understanding these locations will help us determine the most suitable placement. We can think of an area such as adding "Restaurant" to the existing community's wayfinding signage that is located by Big Beach and by the Firehall.
2. Specific requirements: Are there any specific requirements or restrictions regarding the size, design, materials, or placement of signage with the designated areas? Knowing these details will enable us to create signage that complies with all relevant regulations and contributes positively to the aesthetic of the town.

We are committed to working closely with the district to ensure that our signage aligns with the community's existing signage plan.

Thank you for your attention to this matter. We look forward to your response and guidance regarding our signage placement within our community.

Sincerely,

Lara Kemps

lkemps@blackrockresort.com

596 Marine Drive, PO Box 310, Ucluelet, BC V0R 3A0

1.877.762.5011

www.blackrockresort.com

From: [Tasos Stamadianos](#)
To: [Info Ucluelet](#)
Subject: Greek Independence Day Celebration
Date: March 11, 2024 11:53:48 AM

[External]

Dear Mayor and Council,

My name is Tasos Stamadianos and I am a board member of the Victoria and Vancouver Island Greek Community Society (V&VIGCS). We wish to share with you Greece's National Independence Day, commemorated annually on March 25th. This day marks the beginning of Greece's War of Independence, also known as the Greek Revolution, against the Ottoman Empire, ultimately leading to the establishment of the modern state of Greece.

In 2021 we received unparalleled support from the provincial government and the municipal jurisdictions of British Columbia to commemorate the bicentennial jubilee year of the Greek Revolution. This special day was celebrated across Canada and around the world in a number of ways, with local governments participating through proclamations, special displays on their buildings, and the raising of the Greek flag.

In most major cities across Canada, March 25th is celebrated every year and it is our aspiration to pursue this tradition on Vancouver Island as well. It will be our pride and honor to partner with local governments on Vancouver Island to commemorate this special day. We kindly request, where possible, that on March 25th local governments participate in the celebration in some of the following ways:

- By issuing a proclamation declaring March 25th as Greek Heritage Day
- By illuminating your buildings with blue & white lights
- By raising the Greek flag in an appropriate place on your flagpoles

We thank you for your attention and we look forward to working with you to make this happen.

Warmly,
Tasos Stamadianos

From: Lynda Dragan <admin@bcnpha.ca>

Sent: Friday, March 15, 2024 3:35 PM

To: Marilyn McEwen (Ucluelet Mayor) <mmcewen@ucluelet.ca>; Shawn Anderson (Ucluelet Council) <sanderson@ucluelet.ca>; Jennifer Hoar (Ucluelet Council) <jhoar@ucluelet.ca>; Ian Kennington (Ucluelet Council) <ikennington@ucluelet.ca>; Mark Maftai (Ucluelet Council) <mmaftei@ucluelet.ca>

Subject: FW: Invitation from the BC Non-Profit Housing Association to attend our event April 18, 2024

[External]

Good afternoon, Mayor and Council,

[BC Non-Profit Housing Association](#), the umbrella organization supporting non-profit housing providers in BC, will be holding our annual Vancouver Island Regional Education, Networking & Tradeshow (RENT) event on April 18 at the Florence Filberg Center, 411 Anderton Avenue in Courtenay. The RENT event will bring together non-profit housing providers from across the island, as well as policy makers, local governments and First nations, and many other individuals and organizations that connect with the non-profit housing sector.

The event starts at 7: 30 am with a networking breakfast and runs to 4:00 pm and includes a 1-hour lunch. The event gives the more than 200 attendees the opportunity to gather to discuss the unique challenges of housing on Vancouver Island. The education sessions include leadership, operations and asset management streams. The topics of interest cover the Residential Tenancy Act, community living, indigenous housing, supporting staff, seniors housing and more. And it is a great networking event!

We invite you to join us and are offering 2 complimentary passes to attend the RENT. If you are interested in attending, please let me know and use the complimentary VIP code **RENT2024_VIVIP** for registration.

More information and registration can be found here: <https://virent.bcnpha.ca>

Thanks very much and hope to see you there!

Let me know!

Lynda Dragan
Executive Assistant

BC Non-Profit Housing Association

Address: 220 – 1651 Commercial Drive, Vancouver, BC V5L 3Y3

Tel: 604 291-2600 **Direct Line:** 778 945-2165

Toll Free BC: 1. 833.227.0708

www.bcnpha.ca

From: [Patricia Sieber](#)
To: [Info Ucluelet](#)
Subject: April 17, seniors" Luncheon
Date: March 18, 2024 9:45:00 AM

[External]

To the Mayor and Council,

We are planning to gather in the Main Hall of the Community Centre on April 17 for another Senior's Luncheon. Seating will begin at 11:00am with lunch being served at 11:30am.

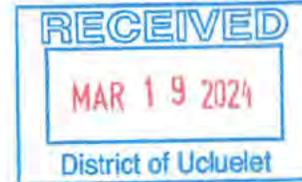
Our planned topic of discussion will be accessibility. Several residents of Forest Glen have identified the need for strategically placed benches that would enable them to safely walk further. They are seeking sources of funding but will need District Support to authorize placement. As we considered ways to assist them with this project (which is their initiative), we realized that there are other challenges to accessibility for Seniors.

I understand that the District is initiating a study of District wide accessibility challenges and has formed a committee to investigate this topic. At our April luncheon we plan to ask for feedback about what is needed and what is presently serving needs well. We would welcome someone from Council, perhaps Councillor Kennington, to speak and explain the Committee's mandate and how you plan to gather information.

Respectfully submitted
Patricia Sieber
Chairperson Sea View Seniors Housing Society



**ALBERNI-CLAYOQUOT
REGIONAL DISTRICT**



March 13, 2024

Mayor McEwen and Council
District of Ucluelet
PO Box 999
Ucluelet, BC V0R 3A0

Re: Invitation to Collaborate – Food Security Emergency Planning Project

Dear Mayor McEwen and Council,

The Alberni-Clayoquot Regional District (ACRD) has been awarded a grant to explore emergency planning and preparedness needs from a food security perspective by the Investment Agriculture Foundation.

As emergency planning benefits all communities in our region, the ACRD would like to invite the District of Ucluelet to collaborate with them and the City of Port Alberni on this fully funded project, which will involve working with all collaborators to identify specific gaps in food security and emergency management for both short-term emergency events and long-term capacity building. First Nations food sovereignty, supply chain stability, food skills training, and aquaculture are some of the topics that will be explored. The province has indicated that gaps identified through this study will have future opportunities to apply for support through Stream Two of the fund to address those identified gaps.

Should you wish to partner in this initiative, a written reply is requested by April 19, 2024, in order to give the ACRD time to add an addendum to our RFP informing proponents how many collaborating groups they can expect to be engaging with.

Any questions you have may be directed to to Amy Needham, Sustainability Planner, at aneedham@acrd.bc.ca.

Sincerely,

John Jack, Chair
Alberni-Clayoquot Regional District

cc: Daniel Sailland, CAO
Amy Needham, Sustainability Planner



INFORMATION REPORT

Council Meeting: March 26, 2024
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: DUANE LAWRENCE, CAO

FILE NO: 0640-30

SUBJECT: COUNCIL STRATEGIC PRIORITIES UPDATE

REPORT NO: 24-29

ATTACHMENT(S): APPENDIX A – STRATEGIC PRIORITIES SUMMARY

PURPOSE:

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

BACKGROUND:

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

REPORT:

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

Prior to considering a new priority item it will be important to allow the Chief Administrative Officer (CAO) an opportunity to determine the most appropriate department to which the new priority should be assigned and consider which of the key priorities would be most appropriate to defer and any implications with deferring the identified priority.

As priorities are completed staff will include within this report an update on those items. 'Future' and 'later' items will be moved up on the priority and action list as other priorities are completed. Additionally, staff may identify new strategic priorities that should be considered as actionable items.

Completed Priorities

Below is an overview of the various completed priorities.

Victoria Road Lift Station – a bypass was installed at the Victoria Rd lift station which will allow the operations team to divert blackwater past the vault and investigate the condition of the pumps and chamber. This lift station was installed without a bypass which prevented any maintenance work to be undertaken. The activation of the Matterson Rd force main has also diverted a significant volume of blackwater away from the station reducing the total volume the station was processing.

5-Year Capital Plan – The capital plan was presented to Council within the annual budget process. This plan highlighted significant future debt needs for maintaining critical infrastructure. The 5-year plan will be updated annually and work will commence on a 20 & 30 year capital plan for long-term infrastructure and asset renewal.

Lot-13 Affordable Housing Agreement – The bi-lateral agreement between BC Housing and the District, and the tri-lateral agreement between BC Housing, ACMC Holdings and the District, were executed in March. This allows the affordable housing project to proceed to the construction phase of the project.

Director of Finance – A second hiring process was undertaken for a new Director of Finance. The position has now been filled.

Short Term Rental Legislation – Staff completed an initial review of the new legislation surrounding the option to opt in to the permanent primary resident requirement. Council determined to postpone considering opting in at this time in order to see how the new legislation impacts communities. Staff will bring a report back to Council in late 2024 or early 2025 detailing the impacts seen in similar sized communities. In particular, Staff will see how opting in affects Tofino as a resort municipality that has chosen to opt in.

Operational Capacity Development – reviewed organizational structure of parks and operations team. New position titles were rolled out in January with a merging of the parks and public works team. Positions are now either Park Operators or Operators with the team working as a more cohesive department.

Privacy Management Program - Privacy management guidelines are complete. Staff will continue to improve district privacy related processes and update policies as needed.

NEXT STEPS:

Staff is recommending Council give consideration to reviewing the Council Strategic Plan prior to the next quarterly report. If desired by Council, staff would organize a strategic plan review workshop where Council is able to revisit the priorities identified in 2023 confirming support of the existing priorities, updating or revising the priorities that will provide strategic direction for staff moving forward.

Staff can engage a facilitator to lead an updated Strategic Plan review or organize a Council/Staff led workshop where Council is able to work through their plan independently. Generally, the CAO and the Mayor would lead the discussion with staff being available for support as needed.

Respectfully submitted: Duane Lawrence, CAO

| Council Priorities | | | |
|---|-----|--|-----|
| Council Priorities | | Future (Next) Pories | |
| 1. OCP: Growth & Development | Jun | * Service Capacity Review: Scope | |
| 2. Parks & Rec Master Plan | Dec | * Kelp Farming: Prospectus | |
| 3. Vacant Property Management | Jul | * Recreation Hall: Study | |
| 4. Water Treatment & Security | Mar | * Wave Energy: Opportunities | |
| | | * Water Security: Options | |
| | | * Water Conservation Study: Strategies | |
| | | * Short Term Rental Bylaw: Strategies | |
| | | * Minato Bay Shoreline Trail: Strategy | |
| | | * Climate Action Plan: Priority Projects | |
| | | * Asset Management: Plan & Policy | |
| | | Later (Future Consideration) | |
| | | * Ucluelet Inlet Plan: Proposal | |
| | | * Marine Education: Opportunities | |
| | | * Tree Protection Bylaw: Research | |
| | | * Natural Asset management: System | |
| | | * Regional Growth: Implications | |
| | | * Long Term Capital Plan | |
| Department Operational Initiatives | | | |
| Chief Administrative Officer | | Corporate Services | |
| 1. Collective Bargaining | May | 1. Delegation of Authority Bylaw | Jun |
| 2. Community to Community Meeting(s) | May | 2. IT Services Contract | Jun |
| 3. Service Delivery Review & Strategy | | 3. Procedure Bylaw Updates | Aug |
| * Economic Resilience Strategy: Review | | * Alternative Notice Bylaw | |
| Finance | | Communications & Human Resources | |
| 1. DCC Bylaw Update: RTC | Apr | 1. Sick Leave Policy: Draft | May |
| 2. Alternative Revenue: Strategies: RTC | May | 2. Website Rebuild: RFP | Apr |
| 3. Fees & Charges (Water & Sani) Review | | 3. Communications Policy: RTC | Jun |
| * 20-Yr Capital Plan (Asset Management) | | * Training & Development Policy | |
| | | * OH&S Policy | |
| Planning & Development | | Fire & Emergency Services | |
| 1. Housing Development (CMHC - HAF) | Jul | 1. Fire Hall Replacement Plan: RFP | Jun |
| 2. Supportive Housing | Aug | 2. Emergency Management Plan: Update | May |
| 3. Short-Term Rentals: Regulations Review | Apr | 3. Building Development Guidelines | Apr |
| * DP Application Procedures Bylaw Update | | * Fire Service Review | May |
| * Subdivision Services Bylaw Update | | * Fire Service Agreements Review | |
| Operations | | Community Services | |
| 1. Water Treatment | Apr | 1. Parks & Rec Master Plan: ToR | Apr |
| 2. Works & Services Bylaw | May | 2. Rec Hall Replacement: RFP | Jun |
| 3. Asset Management Plan | Sep | 3. Accessibility Policy: Draft | May |
| * Water Works Bylaw | | * Safe Harbour Path | |
| | | * Harbour Master Plan Implementation | |
| CAPITAL WORKS | | | |
| * Amphitrite House (completion) | Jun | * Mercantile Creek Water Line: RFP | May |
| * Water Treatment (Procurement Process) | Apr | * Peninsula Road Corridor: RFP | Jun |
| | | * Larch Road Multi-use Path (completion) | May |
| Major Development Projects | | | |
| * Lot 16 - Subdivision | | * Minato Road development Subdivision | |
| * Hyphocus Island Subdivision | | * Weyerhaeuser Subdivision | |
| * Lot 13 - Affordable Housing | | | |

| Council Strategic Priorities Action Summary | | | | |
|---|----------|-------------|--|---|
| Priority | Budget | Action Date | Action | Outcome |
| Council Priorities | | | | |
| 1. OCP: Growth & Development | n/a | Jun | Growth analysis brought back to Council for review | Guidance on any potential changes to the growth strategy approved in the 2022 OCP. |
| 2. Parks & Rec Master Plan | \$40,000 | Dec | Finalizing RFP for issuance | Engage consultant for developing the master plan. |
| 3. Capital Plan - 5-yr | n/a | | Complete | |
| 4. Vacant Property Management | n/a | July | Research and RTCoW | Exploration of options to reduce number of vacant homes. |
| 5. Water Treatment & Security | \$9.6M | Mar | Review of RFP Submissions | Review of proposals for project award. |
| Advocacy | | | | |
| Supportive Housing (BCH/CMHC) | n/a | Apr | Engage BC Housing & CMHC on resubmission of grant request for supportive housing grant | Resubmission of grant request for supportive housing development. |
| West Coast Evacuation Plan (ACRD) | n/a | | Engage ACRD in the development of a west coast evacuation plan | Improved emergency readiness on the west coast. |
| Health Centre Development (IH) | n/a | Apr | Works and Services Agreement for sanitary improvements; building permit approval | Review of engineering and building permit submissions for issuance. |
| Hwy 4 Cell Coverage | n/a | | Engage Ministry of Citizen Services to priorities Hwy 4 cell coverage | Installation of cell towers to improve cellular coverage along Highway 4 - Rogers investigating cell tower locations. |
| Peninsula Road Improvements (MOTI) | n/a | Apr | Review agreement and submit to Council for consideration | Joint project with MOTI to complete paving of Pen. Rd. upon completion of MUP and storm system works. |
| Partnerships | | | | |
| Community to Community Meeting(s) | n/a | May | Discussion on renewed community to community engagement process | Letter of support presented to UFN for DRIPA S. 7 request; continued discussions on C2C engagement session. |
| Indigenous Significant Sites Protocol | n/a | May | Engaging with UFN on updated referral policy and protocol. | Draft MoU, procedures and policy. |
| Worker Housing Options | n/a | | Exploration of employee housing development options | Research employee housing models and opportunities, report back to Council on options. |
| Fire Services Agreements | n/a | | Review of service agreements | Determine updated fee for services and possible capital contributions for fire hall and engine replacements. |
| Kelp Farming: Discussion (Industry) | n/a | Ongoing | Investigation & Research | Determine options, partnerships. |
| Chief Administrative Officer | | | | |
| 1. Collective Bargaining | \$10K | May | Continued negotiations | Updated collective agreement. |
| 2. Community to Community Meeting(s) | n/a | May | Discussion on renewed community to community engagement process | Letter of support presented to UFN for DRIPA S. 7 request; continued discussions on C2C engagement session. |
| 3. Director of Finance Recruiting | n/a | | Complete | |
| * Service Capacity Review: ToR | n/a | | Service delivery review and operational capacity | Develop Terms of Reference for Council consideration; possible 3rd party assessment. |
| * Economic Resilience Strategy: Review | n/a | | Research | Review 2017 Economic Development Strategy. |
| Finance | | | | |
| 1. Capital Plan - 5-yr | n/a | | Complete | |
| 2. DCC Bylaw Update: RTC | \$45K | Apr | Council presentation - DCC's 101 | Provide Council with an overview of the DCC/ACC program and high level objectives. |
| 3. Alternative Revenue: Strategies: RTC | n/a | May | Survey and RFP Results | Provide report on survey results and RFP submissions. |
| * Fees & Charges (Water & Sani) Review | n/a | | Review of current fees | RTC on adjustments needed to adequately fund the sewer and water services. |
| * 20-Yr Capital Plan (Asset Management) | n/a | | Asset Inventory | Long-term capital investment requirements. |

| Planning & Development | | | | |
|---|-----------|--------|--|---|
| 1. Housing Development (CMHC - HAF) | n/a | July | Update policies and bylaws to correspond with new legislation | Increased efficiencies in the development and processing of housing applications. |
| 2. Supportive Housing: Design | \$225,000 | Aug | Follow up with BC Housing of funding options | Secure funding to facilitated supportive housing development project. |
| 3. Short-Term Rentals: Regulations Review | n/a | Apr | Review of current regulations of STR tourist accommodation & new legislation | Direction on modifying bylaws and policies related to tourist accommodation in residential areas. |
| * DP Application Procedures Bylaw Update | n/a | | Determine scope of update | Ensure update reflects Council intent and meets District objectives. |
| * Subdivision Services Bylaw Update | n/a | | Issue RFP | Update subdivision servicing bylaw to reflect current goals and objectives. |
| Operations | | | | |
| 1. Water Treatment | \$9.6M | Apr | Review RFP and Award Contract | Award contract for water treatment facility design. |
| 2. Works & Services Bylaw | n/a | May | Development of new bylaw | Provides current guidelines and requirements for new developments within the DoU. |
| 3. Operational Capacity Development | n/a | | Complete | |
| * Asset Management Plan | n/a | | Input of master plan data | First draft of asset management plan. |
| * Water Works Bylaw | n/a | | Review of Bylaw | Determination of required updates to meet current standards. |
| Corporate Services | | | | |
| 1. Privacy Management Program: Implementation | n/a | | Complete | |
| 2. Delegation of Authority Bylaw | n/a | June | Draft bylaw | Consolidation of delegation authorities and confirmation of delegation of authority by Council. |
| 3. IT Services Contract | tbd | June | Draft and Issuance of an RFP for IT services | Ensure value in IT services contract, compliance with purchasing policy. |
| * Procedure Bylaw Updates | n/a | August | Draft bylaw amendments and bylaw | Present Bylaws to Council and give notice. |
| * Alternative Notice Bylaw | n/a | | CoW Report | Determination of Council direction for provision of public notice requirements. |
| Communications & Human Resources | | | | |
| 1. Sick Leave Policy | n/a | May | Develop draft short term sick leave policy | Address policy gap for use of sick leave related to short term sick leaves (2 wks through 4 mth). |
| 2. Website Rebuild | \$44,450 | Apr | Issue RFP | Engage consultant to redesign and update district web site, for increased accessibility and usability. |
| 3. Communications Policy | n/a | Jun | CoW Report | Guidance on desired outcomes for a communications policy. |
| * Training & Development Policy | n/a | | Draft policy | Outlines staff and employee training and development parameters to ensure equity across the district. |
| * OH&S Policy | n/a | | Draft Policy | Updated compliance with WorkSafe BC requirements. |
| Fire & Emergency Services | | | | |
| 1. Fire Hall Replacement Plan | n/a | Jun | Grant application for RFP for fire hall design and locations | Securing of a grant for engagement of a consultant to develop a fire hall building plan and confirm location. |
| 2. Emergency Management Plan: Update | n/a | May | Draft update with new legislation | Current and actionable emergency planning document. |
| 3. Building Development Guidelines | n/a | Apr | CoW report on development guidelines | Confirmation of support of development guidelines. |
| * Fire Service Review | \$12,000 | May | Under righters engaged, initiating review | Verify current capacity and provide direction on current and future needs. |
| * Fire Service Agreements Review | n/a | | Review of funding calculations for fire services | Equitable contributions to maintain and operating fire and protective services; capital contribution agreements for future fire capital requirements. |

| Parks & Recreation | | | | |
|---------------------------------------|----------|-----|--|--|
| 1. Parks & Rec Master Plan | \$40,000 | Apr | Finalizing RFP for issuance | Engage consultant for developing the master plan. |
| 2. Rec Hall Replacement | \$75,000 | Jun | RFP & scope review with Council | Engage a contractor to undertake engagement and concept design for the replacement of the Recreation Hall. |
| 3. Accessibility Policy: Draft | n/a | May | Draft accessibility policy | Policy that provides guidance on ensuring accessibility is a part of all projects and initiatives within the municipality. |
| * Safe Harbour Path | \$35,000 | | Provincial land approvals | Submit and receive feedback and approvals for Crow land tenure from province. |
| * Harbour Master Plan Implementation | n/a | | Review of recommendations and report back to Harbour Authority | Determination of priority actions/initiatives for future budgeting process. |
| CAPITAL WORKS | | | | |
| * Mercantile Creek Water Line: RFP | \$1.3M | May | Engaging with UFN for possible funding assistance | Additional funding to offset costs due to higher than anticipated construction costs. |
| * Peninsula Road Corridor | \$3M | Jun | Monitoring of construction progress | Completion of project by June. |
| * Amphitrite House | \$1.69M | Jun | Monitoring of construction progress | Completion of build by June. |
| * Victoria Road Lift Station (Bypass) | 156K | | Complete | |
| * Larch Road Multi-use Path | \$650K | May | Monitoring of construction progress | Completion of MUP. |
| * Water Treatment Project | \$9.6M | Apr | Review of RFP Submissions | Review of proposals for project award. |



INFORMATION REPORT

Council Meeting: March 26, 2024
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

FILE NO: 0550-20

SUBJECT: RESOLUTION TRACKING – MARCH 2024

REPORT NO: 24-25

ATTACHMENT(S): APPENDIX A - RESOLUTION TRACKER – MARCH 2024

PURPOSE:

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

BACKGROUND:

The resolution tracking report, attached, provides Council with an overview of actions resulting from resolutions of Council. Trackers are assigned to staff with the following progress designations:

- Assigned – action has not yet commenced;
- In Progress – action has been taken by Staff;
- Deferred – no action at this time;
- Complete – action has been completed; and
- No Further Action – no further action on this matter will be taken by District Staff.

Items will be removed from the list after actions are shown once as complete or no further action.

Respectfully submitted: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

Resolution Tracking - March 2024 Joseph Berg, Manager of Corporate Affairs

| Resolution Date | Meeting Item Description | Resolution | Action | Department Responsible | Status | Comments/Actions |
|-----------------|--|---|--|------------------------|----------------------------------|---|
| -Jun-21 | Resolution Tracking - May 2021 | THAT staff provide a report to Council with options for the investment of Barkley Community Forest Funds at an upcoming Council Meeting. | Staff to develop a legacy reserve fund as part of the statutory reserve policy. | Finance | In Progress | BCF funding to be considered as part of the 2024 five year financial plan. |
| -Sep-21 | Dr. Carrie Marshall and Faye Missar, Coastal Family Resource Coalition Re: Harm Reduction | THAT Council direct Staff to bring back the alcohol harm reduction information to at a future meeting for Council discussion. | Draft report and bring back alcohol related information for Council discussion. | Recreation | In progress and being researched | Spring project |
| -Feb-22 | Water Treatment System Upgrades | THAT Council authorize Staff to issue a Request for Proposal in 2022 for the Design-Bid-Build of the water treatment system project upon a successful Alternative Approval Process | Issue a Request for Proposal in 2022 for the Design-Bid-Build of the water treatment system project upon a successful Alternative Approval Process. | Public Works | In Progress | Design RFP anticipated in Spring 2024 |
| -Apr-22 | Traffic Calming Next Steps | | Prepare a draft traffic calming policy | Public Works | Assigned | The creation of a formal policy for speed has been deferred, or adjusted to a guideline |
| -Apr-22 | Update on Village Green: Main & Cedar Intersection | It was moved and seconded THAT Council direct staff to explore costs for adding parking stalls within the current extents of the Cedar Road Parking Hub, for consideration in the 2023 budget. | Explore costs for exploring the addition of parking stalls within the Cedar Hub Parking Hub, for consideration in the 2023 budget. | Public Works | Assigned | RTC in summer 2024. Update RTC in Fall JM |
| -May-22 | Affordable Housing | It was moved and seconded THAT Council direct staff to issue a request for proposal to engage a housing authority. It was moved and seconded THAT the Committee of the Whole recommend that Council direct staff to issue a request for proposal to engage a housing authority. | Issue a request for proposal to engage a housing authority. | Administration | Deferred | Item will be action when affordable housing units are developed and in the control of the municipality |
| -May-22 | Contractor's Temporary Land Use | It was moved and seconded THAT Council approve Option A, to authorize the use of District-owned land to temporarily house contractors while working on District capital projects; and It was moved and seconded THAT Council direct Staff to return to Council with the details and planning necessary to administer temporary contractor housing. | Return to Council with the details and planning necessary to administer temporary contractor housing. | Public Works | Assigned | |
| 14-Jun-22 | Trail Right of Way over 348 Pass of Melfort | It was moved and seconded THAT Council, for the purposes of creating a public pathway over 348 Pass of Melfort, Strata Lot 10, Plan VIS5896, Section 1, Barclay Land District: 1. Direct District of Ucluelet staff to execute and register the S.218 Statutory Right of Way attached as Appendix A of staff report 22-78. 2. Direct District of Ucluelet staff to coordinate the environmental and estimating work required so that a public pathway over 348 Pass of Melfort and relocated elements of the Wild Pacific Trail can be considered and prioritized in future budgeting process. It was moved and seconded THAT a letter of appreciation be forwarded to the property owners and some form of tribute to them be included in the trail construction. | Execute and register the S.218 Statutory Right of Way attached as Appendix A of staff report 22-78. Coordinate the environmental and estimating work required so that a public pathway over 348 Pass of Melfort and relocated elements of the Wild Pacific Trail can be considered and prioritized in future budgeting process. Forward a letter of appreciation to the property owners and include some form of tribute to them in the trail construction. | Planning | In Progress | Statutory Right of way has been registered. Environmental work yet to be completed. Tribute and letter will be completed at time of trail construction. |

Appendix A

Resolution Tracking - March 2024 Joseph Potenberg, Manager of Corporate

| | | | | | | |
|-----------|---|---|---|----------------|-------------|--|
| Aug-22 | Fireworks Regulation Bylaw 1302, 2022 | THAT Council approves the Fireworks Fines & Penalties as presented in staff report No. 22-113 and directs staff to present an amendment to Municipal Ticket Information System Bylaw No. 949, 2004 to include these fines and penalties. | Draft MTI amendment bylaw and bring forward for Council review. | Administration | Assigned | Summer 2024 |
| Nov-22 | Ucluelet Garbage Collection and Regulation Bylaw No. 960, 2004 | It was moved and seconded THAT Council direct staff to present an amendment to the District of Ucluelet Garbage Collection and Regulation Bylaw No. 960, 2004, to be considered at a future Council meeting, which allows for Bear Resistant Collection Carts to be stored outside provided that the container is anchored to prevent tipping or being dragged away by an | Draft and present amendments to Bylaw No. 960, 2004 to allow for outdoor storage of garbage carts provided they are anchored. | Recreation | Assigned | Will be working with Wildsafe BC to monitor summer garbage and provide a wildlife attractant bylaw in the spring 2024 |
| Jan-23 | Highway 4 Junction Landscaping | It was moved and seconded THAT Council direct Staff to work with the Ministry of Transportation and Infrastructure on options for the installation of a low maintenance xeriscape for the highway junction islands and report back to Council with costs. | Discuss options with MOTI and report back to Council with costs. | Administration | Deferred | Request made to MOTI. Awaiting informaiton on options. No update as of Sept 2023 from MOTI |
| Feb-23 | Development Permit for 449 Matterson Drive - Lot 16 Rental Building | It was moved and seconded THAT Council authorize the Director of Community Planning to execute and issue Development Permit DP22-18 for the property at 449 Matterson Drive to allow the construction of a 48-unit rental apartment building and associated driveways, parking, and landscaping subject to: | Issue DP once subdivision is complete and other conditions are met. | Planning | On Hold | Timing of subdivision uncertain - depends on developer's direction. |
| Mar-23 | Joanne Sales, Executive Director Broom Busters | | Coordinate with Broom Busters regarding Broom removal. | Public Works | Assigned | |
| May-23 | Rezoning Application 828 Odyssey Lane | It was moved and seconded THAT Council direct Staff to provide a follow-up report on: allowed uses in the Guest House Zone; allowed number of units; and the residency requirement. | Present report to Council. | Planning | Assigned | Lower priority among other housing initiatives - will bring forward in conjunction with |
| 09-May-23 | Parking Concerns at 1624 Bay Street | It was moved and seconded THAT Council authorize the installation of a speed-reducing raised crosswalk on Bay Street at the entrance of the Edna Bachelor Park. | Install raised crosswalk. | Public Works | In Progress | The raised crosswalk has been installed. Signage and line drawing to be completed. |
| 09-May-23 | Food Bank on the Edge Support Request | It was moved and seconded THAT Council authorize the development of a lease agreement for a portion of the lands commonly referred to as Tugwell Fields between the District of Ucluelet and the Food Bank on the Edge Society for the future location of the Food Bank building. | Determine if elector approval is required, and if so, commence elector approval process. | Administration | Complete | Elector Approval is required. Report related to elector approval process presented at the Jan. 23, 2024, Regular Council Meeting. |
| 09-May-23 | Food Bank on the Edge Support Request | It was moved and seconded THAT Council authorize the development of a lease agreement for a portion of the lands commonly referred to as Tugwell Fields between the District of Ucluelet and the Food Bank on the Edge Society for the future location of the Food Bank building. | Conduct elector approval process (if required) | Administration | Complete | Council elected to proceed with purchase and sale agreement rather than a lease. Report related to elector approval process presented at the Jan. 23, 2024, Regular Council Meeting. |
| 09-May-23 | Options for Mobile Vending Regulations | It was moved and seconded THAT Council direct staff to explore options for locating food trucks on public lands in Ucluelet for discussion at a Committee-of-the-Whole meeting (in Fall of 2023 or later). | Present report. | Planning | Assigned | Lower priority behind housing initiatives - bring forward as capacity allows |

Resolution Tracking - March 2024 Joseph Rotenberg, Manager of Corporate ..

| | | | | | | |
|-----------|---|---|---|---------------------|-------------|---|
| 08-May-23 | Options for Mobile Vending Regulations | It was moved and seconded THAT Council direct staff to draft bylaw and policy changes for improving the regulation and permitting of mobile vendors in the District of Ucluelet, for discussion at a Committee-of-the-Whole meeting (in Fall of 2023 or later). | Draft and present bylaw and policy changes. | Planning | Assigned | Lower priority behind housing initiatives - bring forward as capacity allows |
| 08-May-23 | Options for Mobile Vending Regulations | It was moved and seconded THAT Council direct staff to prioritize developing a Mobile Vending Policy and reviewing the zoning options for future mobile vending uses ahead of processing individual mobile vendor applications. | Develop policy. | Planning | Assigned | Lower priority behind housing initiatives - bring forward as capacity allows |
| 08-Jun-23 | Yuułuʔiłʔatḥ Canoe Log | It was moved and seconded THAT Council authorize staff to work with the Yuułuʔiłʔatḥ Government on the return of the canoe log, including the existing signage and fencing, to Hitacu. | Work with YG to return canoe, signage and fencing to Hitacu. | Public Works | In Progress | Integrity assesment complete. Scheduling equipment for move date. Will advise UFN in advance of move to allow them to prepare the new location in Hitacu. |
| 17-Jun-23 | DVP for Subdivision Servicing - Lot 16 Marine Drive/ 449 Matterson Drive | It was moved and seconded THAT Council direct Staff to investigate transitioning the future road access point from Victoria Road into the Lot 16 development as an emergency access only. | Present report. | Public Works / Fire | Assigned | |
| 19-Jul-23 | Development Variance Permit for 1333 Pine Road | THAT Council direct Staff to prioritize presenting a report to Council on boulevard parking, including diagonal parking, on Pine Road and the impact on pedestrian and road safety. | Draft report: Council direction required on scope of study re: parking / road safety / access / street character. | Planning | Assigned | Review with strategic priorities; what level of priority? |
| 19-Jul-23 | Proclamation Request - National Drowning Prevention Week Kaelan D'Sena, Communications, Lifesaving Society - BC & Yukon Branch | It was moved and seconded THAT Council direct staff to develop a recognition, awareness and proclamation policy for Councils consideration. | Draft and present policy for Council consideration | Administration | Assigned | |
| 18-Jul-23 | UPDATES: 2024 Convention & Accommodations, Open-Net Pen Transition Plan, Modernized Emergency Management Legislation, UBCM Grant Webinars Association of Vancouver Island and Coastal Communities | It was moved and seconded THAT Council authorize Mayor and Council (all five members) to attend the AVICC conference in Victoria, April 12 to 14, 2024, and registration and accommodations be arranged for Mayor and Council by Staff. | Register all Council members to attend conference | Administration | Complete | |
| 08-Aug-23 | Pacific Rim Housing Development Cooperative Request | It was moved and seconded THAT Council direct Staff to work with the Pacific Rim Housing Development Cooperative to review additional high density housing options. | Staff to work with PRHDC | Administration | Deferred | PRHDC presented their new plan at the November 7th Council meeting. Council resolved to consider allocating funds to a site study and analysis during the budget process. |

Resolution Tracking - March 2024 Joseph Rosenberg, Manager of Corporate Affairs

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|-----------|--|--|--|---------------------------|-------------|--|
| Sep-23 | Joshua Jenkins, Executive Director, Ucluelet Chamber of Commerce Re: Ucluelet Economic Readiness Strategy | It was moved and seconded THAT Council refer the following requests to Staff for a report on: improved cooperation between the District and the Chamber on economic development initiatives; the addition of questions identified by the 2024 Ucluelet Economic Readiness Strategy working group to the District's business license application form and the relay data collected to the working group; and the allocation of \$35,000 to the Ucluelet Chamber of Commerce for their 2024 Ucluelet Economic Readiness Strategy, Recovery and Resilience Model for Rural and Remote Communities to be used as the applicant's equity for the REDIP grant and to hire a consultant to establish a framework for the Strategy and train the project coordinator. | Present report | Administration | In progress | Meeting with the Chamber in January of 2024; Funding allocated in the 2024 budget. |
| Oct-23 | Zoning Amendment & DVP - 256 Matterson Drive | It was moved and seconded THAT Council, with regard to the proposed change in zoning designation of the western part of 256 Matterson Drive for a proposed subdivision, give first and second reading to District of Ucluelet Zoning Amendment Bylaw No. 1335, 2023, and direct staff to give notice for a public hearing to receive input on the bylaw and Development Variance Permit DVP23-12. | Give notice of public hearing and conduct hearing. | Planning | Complete | |
| Oct-23 | Port Albion Road Water Service Application | It was moved and seconded THAT Council refer this matter back to staff to work with the applicant to install the service connection at the applicant's desired location subject to a positive recommendation of a Qualified Environmental Professional. | Relay motion to applicant. Review QEP report. | Public Works | In progress | Reviewing updated plans |
| Oct-23 | Visitor Parking Program Duane Lawrence, Chief Administrative Officer | It was moved and seconded THAT Council direct staff to issue a request for proposals for the implementation of a visitor parking program; undertake a community survey; and bring a follow-up report back to Council providing an overview of the parking program inclusive of costs, impacts and revenue generation for consideration. | Present Council report on costs, impacts and revenue generation related to parking program. | Administration | In Progress | RFP under development |
| 23-Oct-23 | Visitor Parking Program | It was moved and seconded THAT Council direct staff to issue a request for proposals for the implementation of a visitor parking program; undertake a community survey; and bring a follow-up report back to Council providing an overview of the parking program inclusive of costs, impacts and revenue generation for consideration. | Conduct community survey on visitor parking program. | Administration | Complete | |
| 23-Oct-23 | Development Permit for 2094 Peninsula Road | It was moved and seconded THAT Council, with regard to the proposed health care services building and associated site works at 2094 Peninsula Road, authorize the Director of Community Planning to execute and issue Development Permit 23-05. | Issue DP 23-05. | Planning | Complete | |
| 23-Oct-23 | Fire Hall Replacement | It was moved and seconded THAT Council considers allocating up to \$100,000.00 to engage a consultant to provide detailed design drawings and a construction cost estimate for a new firehall in the 2024 to 2028 financial plan. | Bring back for discussion on the \$100,000 allocation of funds to engage a consultant for detailed design drawings to construct a firehall during the 2024 budget process. | Fire / Emergency Services | Assigned | Will be included in Capital Budget Presentation for Council's consideration. |
| 07-Nov-23 | Development Permit for 1020 Tyee Terrace | It was moved and seconded THAT Council authorize the Director of Community Planning to execute and issue Development Permit 23-08 for the property at 1020 Tyee Terrace to allow a single unit resort condo building and associated landscaping. | Issue Development Permit | Planning | Complete | |

Resolution Tracking - March 2024 Joseph Rotenberg, Manager of Corporate ...

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|-----------|---|--|---|----------------|--------------------|---|
| -Nov-23 | Environmental and Development Permit for 348 Pass of Melfort | It was moved and seconded THAT Council authorize the Director of Community Planning to execute and issue Development- Permit 23-07 for the property at 348 Pass of Melfort to allow a 3 ft aluminium walkway/stairway, a 12 ft x12 ft deck/patio and limited vegetation removal to improve the view. | Issue Development Permit | Planning | Complete | |
| -Nov-23 | Harbour Walkway - Resolution of Support Abby Fortune, Director of Parks and Recreation | It was moved and seconded THAT Council support the submission of the Harbour Walkway Management Plan and Park Project application as presented in report no. 23-147 to Front Counter BC (FCBC) to obtain Crown Land tenure within the Inner Boat Basin. | Submit plan to Front Counter BC | Recreation | Complete | Plan submitted |
| -Nov-23 | 2024 Conference Attendance Schedule | It was moved and seconded THAT Mayor and Council are authorized to attend and represent the District of Ucluelet at the conferences listed in the 2024 Conference Attendance Schedule attached as Appendix A to report No. 23 – 143. | Register Councillors to attend conferences and book accommodations. | Administration | In progress | Councillors will be registered for the conferences and hotels will be booked as registration and hotel blocks open. |
| -Nov-23 | 1300 Peninsula Road Lease to Westcoast Community Resources Society | 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. | Sign lease agreement if the project is funded by BC Housing. | Administration | Assigned | Awaiting funding announcement |
| -Dec-23 | Peninsula Road Construction Contract Authorization | 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. | Execute contract | Administration | Complete | |
| -Dec-23 | 221 Minato Road - Park Dedication, Licence of Occupation and Covenant Amendment | 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. | Issue License of Occupation | Planning | Complete | |
| 07-Dec-23 | Lot 13 - BC Housing Partnering Agreement | 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. | Execute agreement | Administration | Assigned | An updated agreement was authorized on March 14th and subsequently signed by the District |
| 07-Dec-23 | Lot 13 - BC Housing Partnering Agreement | 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. | Execute Agreement | Administration | No Longer Relevant | An updated agreement was authorized on March 14th and subsequently signed by the District |
| 07-Dec-23 | The Cabins at Terrace Beach License of Occupation for Trail / Occupancy and S. 219 Covenant | 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. | Execute Licence of Occupation | Administration | Assigned | |

Appendix A

Resolution Tracking - Joseph Poterberg, Manager of Corporate Affairs

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|-----------|---|---|--|----------------|-------------|---|
| -Dec-23 | Consultant Contract Authorization for Development Cost Charges Program Review and Update | 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. | Execute contract | Administration | In Progress | Project awarded, contract under development |
| -Jan-24 | November 21, 2023, Regular Council Meeting Minutes | It was moved and seconded THAT the November 21, 2023, Regular Council Meeting Minutes be adopted as presented. | Sign, publish and file minutes | Administration | Complete | |
| -Jan-24 | December 7, 2023, Regular Council Meeting Minutes | It was moved and seconded THAT the December 7, 2023, Regular Council Meeting Minutes be adopted as presented. | Sign, publish and file minutes | Administration | Complete | |
| -Jan-24 | Amphitrite House Usage Strategy | It was moved and seconded THAT Council support the Amphitrite House programming as presented in report 24-01 and direct Staff to issue an RFP and bring the results back to Council for consideration. | Bring back follow-up report. | Recreation | Assigned | |
| -Jan-24 | Amphitrite House Usage Strategy | It was moved and seconded THAT Council support the Amphitrite House programming as presented in report 24-01 and direct Staff to issue an RFP and bring the results back to Council for consideration. | Issue RFP | Recreation | complete | RFP issued |
| -Jan-24 | Purchase and Sale Agreement - Food Bank on the Edge | It was moved and seconded 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 EPP 1328848. | Present report introducing parkland disposal by-law and options to seeking elector approval. | Administration | Complete | |
| -Jan-24 | November 7, 2023, Regular Council Minutes | It was moved and seconded THAT the November 7, 2023, Regular Council Meeting minutes be adopted as presented. | Print, file and post. | Administration | Complete | |
| -Jan-24 | November 14, 2023 Regular Committee of the Whole Meeting Minutes | It was moved and seconded THAT the November 14, 2023, Regular Committee of the Whole Meeting minutes be adopted as presented. | Print, file and post. | Administration | Complete | |
| 23-Jan-24 | November 14, 2023, Special Council Meeting Minutes | It was moved and seconded THAT the November 14, 2023, Special Council Meeting minutes be adopted as presented. | Print, file and post. | Administration | Complete | |
| 23-Jan-24 | Community Emergency Preparedness Fund Grant Application | It was moved and seconded: THAT Council approves the District of Ucluelet's Community Emergency Preparedness Fund grant application for the replacement of a tsunami warning system in an amount of \$29,943; and THAT Council provides overall grant management. | Certified Resolution | Administration | Complete | |
| 23-Jan-24 | Rescheduling the February 13, 2024 Regular Council Meeting (Verbal Report) | It was moved and seconded THAT the February 13, 2024 Regular Council Meeting be rescheduled to February 15, 2024 at 4:00 PM. | Give notice of schedule change and update schedule. | Administration | Complete | |
| 23-Jan-24 | Introduction of District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024, and Options for Elector Approval | It was moved and seconded THAT Council give first, second and third readings to District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024. | Bring back bylaw for adoption, if Alternative Approval Process is successful. | Administration | Complete | |
| 23-Jan-24 | Introduction of District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024, and Options for Elector Approval | It was moved and seconded THAT Council seek approval of the electors for District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024 through an Alternative Approval Process. | Conduct Alternative Approval Process and Report results | Administration | Complete | |

Zoning Amendment for a Forbes Road Food Bank

Request for Illumination of the District Sign in Purple on March 26th, 2024
Deirdre Syms, Executive Director, BC Epilepsy Society

Letter of Support Request - Ucluelet Racquet Sports Club
Penny Jones, Ucluelet Racquet Sports Club, Board of Directors

Redd Fish - Letter of Support Request
Jessica Hutchinson, Redd Fish, Executive Director

Short-Term Rental Accommodations Act : Opt-in Options

Whiskey Dock Expansion Project
Kevin Cortes, Harbour

Whiskey Dock Expansion Project

It was moved and seconded THAT Council, with regard to a zoning change to allow a food bank on a proposed parcel located within a portion of Tugwell Fields Park:

Give first and second reading to District of Ucluelet Zoning Amendment Bylaw No. 1336, 2024; and

Direct staff to give notice for a public hearing to be held on District of Ucluelet Zoning Amendment Bylaw No. 1336, 2024; and

That Council signal that, if Bylaw No. 1336, 2024 is successful in attaining a third reading, this bylaw will not be carried forward for adoption until the conclusion of the elector approval process for the related District of Ucluelet Parkland Disposal Bylaw No. 1334, 2024.

It was moved and seconded THAT the District illuminate the sign at the Junction in purple for World Epilepsy Day on March 26, 2024.

It was moved and seconded THAT Council draft a letter of support for the Ucluelet Racquet Sports Club to support their grant application regarding the Sea Plane Base renovation project.

It was moved and seconded THAT Council provide Redd Fish Restoration Society with a letter of support for their Stewardship Centre project.

It was moved and seconded:

1. THAT Council not "opt in" to the Provincial principal residence requirement under the Short-Term Rental Accommodations Act for properties operating short-term rental accommodation at this time; and,

2. THAT Council direct staff to report back within the next year as greater detail becomes available on how the new legislation and regulations will apply to different classes of accommodation service providers in addition to hotels and motels.

It was moved and seconded THAT Council, acting as the Harbour Authority, approve the Whiskey Dock Expansion project as described in Report No. 24-12 up to a maximum of \$30,000 for 2024.

It was moved and seconded THAT Council, acting as the Harbour Authority, approve the Whiskey Dock Expansion project as described in Report No. 24-12 up to a maximum of \$30,000 for 2024.

Give notice of public hearing.

Illuminate District sign at the junction on March 26, 2024 and send photo to BC Epilepsy

Provide letter of support.

Draft, sign and send letter of support.

Provide report in late 2024 or early 2025 on Short-term rental opt-in.

Complete project

Allocate funds

Planning

Public Works / Community Services

Administration

Administration

Planning

Harbour Authority

Finance

Complete

Assigned

Complete

Complete

Assigned

In progress

Assigned

obtaining quotes

Resolution Tracking - March 2024 Joseph Pottery, Manager of Corporate Affairs

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|-----------|--|---|--|----------------|-------------|---------------------------|
| -Feb-24 | District of Ucluelet Zoning Amendment Bylaw No. 1336, 2024 (Forbes Road Food Bank) | | Public Hearing: Bring back Bylaw for Council to consider 3rd reading and adoption if elector approval is received through the AAP on Bylaw 1334, 2024. | Planning | In Progress | |
| -Feb-24 | District of Ucluelet Zoning Amendment Bylaw No. 1335, 2023 & Development Variance Permit DVP23-12 (256 Matterson Drive) | | Public Hearing: Bring back Bylaw 1335, 2023 and DVP23-12 for Council to consider 3rd reading & adoption and for issuance. | Planning | Complete | |
| -Feb-24 | October 19, 2023 Regular Harbour Authority Meeting Minutes | It was moved and seconded THAT the October 19, 2023, Regular Harbour Authority Meeting Minutes be adopted as presented. | Print, sign, scan, file and post | Administration | Complete | |
| -Feb-24 | January 23, 2024, Regular Council Meeting Minutes | It was moved and seconded THAT the January 23, 2024, Regular Council Meeting minutes be adopted as presented. | Print, sign, scan, file and post | Administration | Complete | |
| -Feb-24 | January 9, 2024, Regular Council Meeting Minutes | It was moved and seconded THAT the January 9, 2024, Regular Council Meeting minutes be adopted as presented. | Print, sign, scan, file and post | Administration | Complete | |
| -Feb-24 | January 8, 2024, Special Council Meeting Minutes | It was moved and seconded THAT the January 8, 2024, Special Council Meeting minutes be adopted as presented. | Print, sign, scan, file and post | Administration | Complete | |
| -Feb-24 | Small Craft Harbour Head Lease Renewal | It was moved and seconded THAT Council, acting as the Harbour Authority, authorize the Corporate Officer to execute the Head Lease as proposed by the Department of Fisheries Small Craft Harbour under Section 4 (2) of the Federal Real Property Regulations (SOR/92-502) and acting through the Regional Director of Small Craft Harbours by virtue of a delegation under Section 3 of the Federal Real Property and Federal Immovables Act (S.C.1991, chapter 50) for the term of five years 2022 to 2027 between the District of Ucluelet and Department of Fisheries Small Craft Harbour. | Sign and file lease | Administration | In Progress | Awaiting signature by DFO |
| 27-Feb-24 | Association of Vancouver Island and Coastal Communities (AVICC) AGM and Convention, Victoria, BC Leah Hollins, Board Chair, Island Health | | Book meeting with Island Health. | Administration | Complete | |
| 27-Feb-24 | Vital Conversation on Coastal Safety, Prevention and Regional Coordination-Reminder Brooke Wood, Manager of Community Initiatives, Clayoquot Biosphere Trust | IT WAS MOVED AND SECONDED: THAT Mayor McEwen and Councillor Anderson represent the District of Ucluelet at the Pacific Rim Region Coastal Safety Coordination Meeting on March 4, 2024. | Advise CBT. | Administration | Complete | |
| 27-Feb-24 | Ucluelet Skatepark Committee Letter of Support Request Rylie Noyes, On Behalf of the Ucluelet Skatepark Committee | IT WAS MOVED AND SECONDED: THAT Council authorize the issuance a letter of support for the Ucluelet Skatepark Committee's grant application to the Co-op Community Spaces for funding for phase one of the Committee's skatepark upgrades project and agree to receive the grant funds and issue a charitable tax fund to the Co-op. | Provide Skatepark Committee letter of support. | Administration | Complete | |

Resolution Tracking - March 2024
Josep Rotenberg
City Manager
of Corporate ..

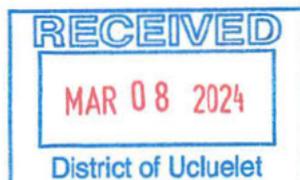
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| -Feb-24 | Ucluelet Chamber of Commerce Economic Development Committee Graham Aspinal, President, and Josh Jenkins, Executive Director, Ucluelet Chamber of Commerce | IT WAS MOVED AND SECONDED: THAT Council appoint Councillor Anderson and Councillor Kennington to represent the District of Ucluelet on the Ucluelet Chamber of Commerce Economic Development Committee until December 31, 2024. | Notify Ucluelet Chamber of Commerce. Update appointments. | Administration | Complete | |
| -Feb-24 | Zoning Amendment and DVP for Part of 256 Matterson Drive | IT WAS MOVED AND SECONDED: THAT Council authorize the Director of Community Planning to execute and issue Development Variance Permit 23-12. | Issue DVP | Planning | Complete | |
| -Feb-24 | Zoning Amendment and DVP for Part of 256 Matterson Drive | IT WAS MOVED AND SECONDED: THAT Council adopt District of Ucluelet Zoning Amendment Bylaw No. 1335, 2023. | Sign and file bylaw | Administration | Complete | |
| -Feb-24 | Rezoning and OCP Amendment for 1061 Helen Road | IT WAS MOVED AND SECONDED: THAT District of Ucluelet Tsunami Risk Tolerance Interim Policy 8-5280-2, which supersedes District of Ucluelet Tsunami Risk Tolerance Interim Policy 8-5280-1, be adopted. | Sign and publish updated policy | Administration | Complete | |
| -Feb-24 | Rezoning and OCP Amendment for 1061 Helen Road John Towgood, Municipal Planner | IT WAS MOVED AND SECONDED: THAT District of Ucluelet Zoning Amendment Bylaw No. 1322, 2024 be introduced, given first and second reading, and advanced to a public hearing. | Give notice of public hearing | Planning | In Progress | |
| -Feb-24 | Rezoning and OCP Amendment for 1061 Helen Road | IT WAS MOVED AND SECONDED: THAT District of Ucluelet Official Community Plan Amendment Bylaw No. 1337, 2024, be referred to a public hearing. | Give notice of public hearing | Planning | In Progress | |
| -Feb-24 | Rezoning and OCP Amendment for 1061 Helen Road | IT WAS MOVED AND SECONDED: THAT District of Ucluelet Official Community Plan Amendment Bylaw No. 1337, 2024, be referred to the Yuułuᑭiᑭᑭᑭᑭ Government and that, given the narrow focus of Bylaw No. 1337, 2024, Council is satisfied that no further consultation is required with other persons, organizations, and authorities identified in sections 475(2)(a) and (b) of the Local Government Act. | Refer the zoning amendment bylaw to the Yuułuᑭiᑭᑭᑭᑭ Government and present and comments to Council. | Planning | In Progress | |
| 12-Mar-24 | Finance Officer Appointment | IT WAS MOVED AND SECONDED: THAT Council appoint Jeffery Cadman as the District of Ucluelet Finance Officer in accordance with Section 149 of the Community Charter and the District of Ucluelet Officers and Officials Bylaw No. 1315, effective March 12, 2024. | Update listings | Administration | Complete | |
| 12-Mar-24 | Development Permit - 1671 Cedar Road (Whiskey Land Phase 2) | IT WAS MOVED AND SECONDED: THAT Council defer a decision on issuing permits for the proposed development at 1671 Cedar Road until the applicant provides a valid certificate of compliance for the proposed multi-family use of the site – or other form of determination or release from the Ministry of Environment – and a landscape plan, noting that under section 9.1 of the Ucluelet Development Application Procedures Bylaw, “every application that has outstanding information requirements for a period greater than nine (9) months is deemed to have been abandoned, with fees forfeited.” | Notify applicant. Bring back DP if and when application is complete. | Planning | On Hold | |
| 12-Mar-24 | Development Variance Permit for 1626 Larch Road | IT WAS MOVED AND SECONDED: THAT Council authorize the Director of Community Planning to execute and issue Development Variance Permit 24-01. | Issue DVP 24-01 | Planning | Complete | |

Resolution Tracking - March 2024 Joseph Rotenberg, Manager of Corporate ...

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|-----------|---|---|---|----------------|-------------|--|
| 11-Mar-24 | 2024 Grant in Aid & In-Kind Contributions Award | IT WAS MOVED AND SECONDED: THAT Council approve the Grants in Aid and In-Kind contributions for 2024 as presented in Appendix B, "Schedule of 2024 Grants in Aid and Council Contribution Requests" attached to staff report No. 24-21. | Distribute grant in aid funds | Finance | Assigned | |
| 11-Mar-24 | 2024 Grant in Aid & In-Kind Contributions Award | IT WAS MOVED AND SECONDED: THAT Council approve the Grants in Aid and In-Kind contributions for 2024 as presented in Appendix B, "Schedule of 2024 Grants in Aid and Council Contribution Requests" attached to staff report No. 24-21. | Notify successful applicants. | Recreation | In Progress | |
| 12-Mar-24 | Zoning Amendment for 1626 Larch Road | IT WAS MOVED AND SECONDED: THAT Council adopt Ucluelet Zoning Amendment Bylaw No. 1332, 2024 | Print, sign and file bylaw. | Administration | Complete | |
| 12-Mar-24 | Eddie Kunderman, Operations Manager, Alberni-Clayoquot Regional District Re: West Coast Transit Service | | Follow up with ACRD to reschedule this delegation | Administration | Complete | |
| 12-Mar-24 | February 27, 2024, Regular Council Meeting | IT WAS MOVED AND SECONDED: THAT the February 27, 2024, Regular Council Meeting Minutes be adopted as presented. | Print, sign, file and post | Administration | Complete | |
| 12-Mar-24 | February 26, 2024, Special Council Meeting | IT WAS MOVED AND SECONDED: THAT the February 26, 2024, Special Council Meeting Minutes be adopted as presented. | Print, sign, file and post | Administration | Complete | |
| 12-Mar-24 | February 15, 2024, Regular Council Meeting Minutes | IT WAS MOVED AND SECONDED: THAT the February 15, 2024, Regular Council Meeting Minutes be adopted as presented. | Print, sign, file and post | Administration | Complete | |
| 12-Mar-24 | February 8, 2024, Regular Committee of the Whole Minutes | IT WAS MOVED AND SECONDED: THAT the February 8, 2024, Regular Committee of the Whole Minutes be adopted as presented. | Print, sign, file and post | Administration | Complete | |
| 12-Mar-24 | Finance Officer Appointment | IT WAS MOVED AND SECONDED: THAT Council rescind the appointment of Duane Lawrence as the District of Ucluelet Finance Officer effective March 12, 2024. | Certified Resolution | Administration | Complete | |
| 12-Mar-24 | Finance Officer Appointment | IT WAS MOVED AND SECONDED: THAT Council appoint Jeffery Cadman as a District of Ucluelet authorized signatory effective March 12, 2024. | Certified Resolution | Administration | Complete | |
| 12-Mar-24 | Finance Officer Appointment | IT WAS MOVED AND SECONDED: THAT Council appoint Jeffery Cadman as the District of Ucluelet Finance Officer in accordance with Section 149 of the Community Charter and the District of Ucluelet Officers and Officials Bylaw No. 1315, effective March 12, 2024. | Execute Oath of Office and certified resolution | Administration | Complete | |
| 14-Mar-24 | Lot 13 Affordable Housing Development - BC Housing partnering agreements Bruce Greig, Director of Community Planning | 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. | Sign, send, and file. | Administration | Complete | |
| 14-Mar-24 | Lot 13 Affordable Housing Development - BC Housing partnering agreements Bruce Greig, Director of Community Planning | 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. | Sign, send, and file. | Administration | Complete | |

March 1, 2024

Council Members
District of Ucluelet
Box 999
Ucluelet, BC V0R 3A0



Dear Council Members:

I am writing to invite the District of Ucluelet to renew its annual membership in the Union of BC Municipalities.

BC's communities are facing a complex set of challenges: climate change, housing attainability, the opioid crisis and more. While local governments are stepping up to respond to each of these crises, the complexity and scale of these issues require coordination with other orders of government to find effective solutions.

UBCM never stops working on behalf of local governments with other orders of government.

In the last 12 months, UBCM's Executive has called two unprecedented housing summits to discuss the pressures on the local government housing development frameworks. I was pleased to have both the federal and provincial ministers of housing, Sean Fraser and Ravi Kahlon, join me for discussions with UBCM delegates at this year's summit. The summits provided a valuable space for our members to share solutions and concerns directly, and served to strengthen relationships between UBCM, the Province of BC and the Government of Canada.

Last fall, in response to the challenges communities were facing with the provincial rollout of the decriminalization trial, UBCM's Executive called on the Province for a legislated approach to limit public consumption. The Province heard local governments and introduced legislation last fall to set clearer limits for the public consumption of illicit drugs.

UBCM continues to advocate for reform to the local government finance system. In a working group with the UBCM, the Province has agreed in a problem statement that local governments are struggling to raise enough revenue for "infrastructure capital costs and select service delivery costs driven by senior government regulations and environmental factors." Local government finance is a critical consideration as local governments tackle the multiple challenges facing communities. The need for a renewed framework for local government finance cannot be overstated.

Throughout the past year, UBCM has also worked with provincial and federal partners to develop a new administrative agreement for the Canada Community-Building Fund. This program has delivered close to \$5 billion in funding for local infrastructure since its inception. UBCM is working to ensure that critical aspects of the current program design are maintained.

Our effectiveness as an organization is rooted in the support and participation of our membership. I thank you for the renewal by the District of Ucluelet last year and look forward to working on your behalf this year with the rest of UBCM's Executive.

As always, if you have questions or feedback about our work, please contact me directly.

Sincerely,

Councillor Trish Mandewo
UBCM President

From: [Building and Safety Standards Branch](#)
To: [Duane Lawrence](#)
Subject: Notification National Model Codes Public Review
Date: March 19, 2024 1:30:11 PM

[External]

National Model Codes Public Review

The Canadian Board for Harmonized Construction Codes (CBHCC) is continuing consultation on proposed changes to the 2020 National Model Codes and is inviting the public to take part.

The public review runs from **February 27 to April 29, 2024**. Those interested in participating, can review and provide feedback on the proposed changes through the [National Model Codes' website](#).

As we work toward increased harmonization of the construction codes, this public review is an opportunity for interested parties to review and comment on proposed changes that we intend to adopt in future editions of the BC Codes. The public review is your opportunity to participate in the code development process. We strongly encourage your participation.

Following the public review, Codes Canada staff will review all comments and develop a draft resolution to each comment. The draft resolutions are then validated by the code development committees, to form recommendations which are then presented to the CBHCC. The CBHCC will determine when the changes will be published in the next edition of the National Model Codes.

For more information, please contact the CBHCC at CBHCCSecretary-SecretaireCCHCC@nrc-cnrc.gc.ca.

Sincerely,

Jun'ichi Jensen
Acting Executive Director
Building and Safety Standards Branch

Ministry of Housing

Province of BC

www.gov.bc.ca/buildingcodes

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March 15, 2024

Mayor Marilyn McEwen and Councillors
 District of Ucluelet
 PO Box 999
 Ucluelet BC V0R 3A0

Dear Mayor McEwen and Councillors:

RE: 2024 AVICC Resolution: Fail to Appear Charges in Policing Statistics

I am writing to bring to your attention a resolution that will be considered at the upcoming Association of Vancouver Island Coastal Communities Annual General Meeting and Convention, and to respectfully request your support when the resolution is presented.

As described in the attached backgrounder, Fail to Appear is a Criminal Code charge brought against an individual who fails to attend a scheduled court appearance. These charges do not impact police resources because they are simply an additional charge against the individual.

Despite having no impact on police workload, these charges are counted alongside all other Criminal Code charges attributed to municipalities with courthouses, regardless of where the original offence occurred. Particularly in smaller jurisdictions, this practice significantly inflates the policing statistics for communities with courthouses. In the case of the City of Duncan, 80% of the Fail to Appear charges attributed to our community originated from outside of our jurisdiction, representing a 23% increase in the City's total 2023 Criminal Code cases. This inflated number has a significant and corresponding impact on the requests for the number of officers, particularly when a community is transitioning past the 5,000 and 15,000 population thresholds.

The City of Duncan recognizes that the impact of the Fail to Appear charges is felt differently across BC communities. We appreciate your consideration of the disproportionate impact of including Fail to Appear charges in policing statistics for jurisdictions in which courthouses are located, and respectfully request your support for our resolution to remove these charges from policing statistics.

Sincerely,

Michelle Staples
 Mayor

Encl. Backgrounder: Fail to Appear Charges

cc: Duncan City Council



BACKGROUND

Fail to Appear Charges

REQUEST

The City of Duncan respectfully requests delegates' support for our resolution requesting that the Province of British Columbia exclude Fail to Appear charges from the workload data of municipalities where courthouses are located:

WHEREAS 100% of Fail to Appear charges at provincial courthouses are assigned to the policing statistics of the municipality in which the courthouse is located, having a disproportionate impact on the policing costs assigned to small municipalities with courthouses that serve a much broader area outside their jurisdiction;

AND WHEREAS this inflates the Criminal Code case load for all municipalities with courthouses within their jurisdiction and results in an unfair burden to the taxpayers of those municipalities, especially considering that Fail to Appear cases have no effect on the workload of the local detachment;

THEREFORE BE IT RESOLVED THAT the Province of British Columbia be urged to direct that Fail to Appear charges be excluded from the policing statistics of municipalities with courthouses.

BACKGROUND

The City of Duncan recognizes that the impact of the Fail to Appear charges is felt differently across BC communities. BC local governments with a courthouse in their jurisdiction with populations over 5,000 will likely be aware of the impacts of these calculations on their policing costs.

Duncan is a small urban municipality (population 5,047) that serves a much larger population outside of its jurisdiction. The population surpassed 5,000 in the 2021 census, and is now required to pay 70 percent of RCMP policing costs, with the federal government paying the remaining 30 percent, in accordance with the *Policing Act*. Duncan has negotiated with the province to determine how many police officers will be included in the policing agreement, which the province based on the number of Criminal Code offences within the City's policing statistics as part of ensuring "adequate and effective" levels of policing and law enforcement. The province was very inflexible with this methodology.

Through these negotiations, Duncan learned that Fail to Appear charges, a Criminal Code charge brought against an individual who fails to attend a scheduled court appearance, for the Duncan Courthouse (Provincial Court) are attributed to the City's policing statistics, regardless of where the original offence occurred. However, prior to 2022, Fail to Appear charges were simply added to the originating Criminal Code offence, as only the most serious offence was counted for statistical purposes. Now these Fail to Appear charges are added as a new charge because they were created on a different date.

The inclusion of Fail to Appear charges has inflated the policing statistics and consequently the number of officers required for not only Duncan, but likely for other jurisdictions where courthouses are located; particularly when transitioning past the 5,000 and 15,000 population levels. Furthermore, these charges do not impact police resources because they are simply an additional charge against the individual.

DISCUSSION

In the City of Duncan context, the inclusion of the Fail to Appear charges equates to two additional officers to address these charges. In 2023, the City is allocated 100% of the 325 Fail to Appear charges, whereas only approximately 65 of these cases (20%) originated from within the City of Duncan, versus 260 of these cases (80%) originated from other jurisdictions. These Criminal Code cases originating from other jurisdictions inflated the City's 2023 Criminal Code cases from 1,152 to 1,412; this was an increase of 23%. This inflated number has a significant and corresponding impact on the number of required officers.

Our secondary concern, confirmed by multiple senior RCMP officials, is that Fail to Appear cases have no effect on the workload of the local detachment; they are simply an additional charge against the individual.

If Fail to Appear charges are not excluded from the policing statistics of municipalities with courthouses, they should at least be tracked separately like Criminal Code traffic offences, so that their impacts on local policing can be appropriately considered.

KEY BENEFIT

Our hope is that delegates will recognize the disproportionate impact of including Fail to Appear charges in policing statistics for jurisdictions in which courthouses are located, particularly on small municipalities that serve a much larger population outside of their boundaries. If these charges are eliminated from the policing statistics used to calculate the number of officers, the jurisdiction in which courthouses are located could see dramatic impact on the cost of policing. By supporting this resolution, delegates can ask Province to remove Fail to Appear charges from the policing workload calculations of jurisdictions with courthouses for a fairer distribution of costs.

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