



Alberni-Clayoquot Regional District

BOARD OF DIRECTORS MEETING

WEDNESDAY, OCTOBER 28, 2015, 1:30 pm

Regional District Board Room, 3008 Fifth Avenue, Port Alberni, BC

AGENDA

	PAGE #
1. <u>CALL TO ORDER</u>	
Recognition of Traditional Territories.	
2. <u>APPROVAL OF AGENDA</u>	
<i>(motion to approve, including late items requires 2/3 majority vote)</i>	
3. <u>DECLARATIONS</u>	
<i>(conflict of interest or gifts)</i>	
4. <u>ADOPTION OF MINUTES</u>	
a. Board of Directors Meeting – October 14, 2015	5-16
<i>THAT the minutes of the Board of Directors meeting held on October 14, 2015 be adopted.</i>	
b. Special Board of Directors Meeting – October 14, 2015	17-18
<i>THAT the minutes of the Special Board of Directors meeting held on October 14, 2015 be adopted.</i>	
c. West Coast Solid Waste Plan Monitoring Advisory Committee – October 15, 2015	19-20
<i>THAT the minutes of the West Coast Solid Waste Plan Monitoring Advisory Committee meeting held on October 15, 2015 be adopted.</i>	
5. <u>PETITIONS, DELEGATIONS & PRESENTATIONS (10 minute maximum)</u>	
a. Inspector Mac Richards, Officer In Charge, Port Alberni Detachment, RCMP regarding the Port Alberni RCMP Report for August and September 2015.	21-23
b. Ms. Deb Foxcroft, President, Nuu-chah-nulth Tribal Council regarding Reconciliation.	

6. CORRESPONDENCE FOR ACTION

7. CORRESPONDENCE FOR INFORMATION

- | | | |
|----|---|--------------|
| a. | ALBERNI VALLEY CHAMBER OF COMMERCE | 24-25 |
| | Letter of Support for Coombs Country Candy to the Ministry of Transportation and Infrastructure | |
| b. | ASSOCIATION OF VANCOUVER ISLAND AND COASTAL COMMUNITIES | 26-28 |
| | Fortis Common Rates Implementation/Operating Fees | |
| c. | MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE | 29-30 |
| | Transit Funding Update | |

THAT the Board of Directors receive items a-c for information.

8. REQUEST FOR DECISIONS & BYLAWS

- | | | |
|----|---|--------------|
| a. | REQUEST FOR DECISION | 31-52 |
| | Radio Site Co-Location Agreements with NI 911 Corporation | |

THAT the Alberni–Clayoquot Regional District Board of Directors enter into two co-location agreements with the North Island 911 Corporation for radio sites located at the Kitsuksis Road Water Reservoir and 9501 Faber Road, AND FURTHER THAT these two agreements take effect on January 1, 2016 for a term of five (5) years with an option to renew for another (5) years.

- | | | |
|----|------------------------------------|--------------|
| b. | REQUEST FOR DECISION | 53-62 |
| | Building Inspection Truck Purchase | |

THAT the Alberni-Clayoquot Regional District Board of Directors authorize the purchase of a 2010 Dodge Ram 1500 SLT 4x4 truck for the Building Inspection Service area from Alberni Chrysler in the amount of \$21,339 plus GST & PST.

9. PLANNING MATTERS

9.1 ELECTORAL AREA DIRECTORS ONLY

- | | | |
|----|--|--------------|
| a. | DVD15011, GREAT CENTRAL HOLDINGS LTD, 10750 CENTRAL LAKE ROAD | 63-66 |
| | Development Variance Permit Application – Memorandum and Permit | |

THAT the Board of Directors pass a resolution to issue development variance permit DVD15011.

- | | | |
|----|--|--------------|
| b. | DVD15013, LIDDICOAT/STERLING-LAYCOCK, 19310 PACIFIC RIM HIGHWAY | 67-86 |
|----|--|--------------|

Development Variance Permit Application – Report

THAT the Board of Directors pass a resolution to consider issuing development variance DVD15013.

10. REPORTS

10.1 STAFF REPORTS

- | | | |
|----|---|--------------|
| a. | Staff Action Items Report – October 23, 2015 | 87-92 |
| b. | Meeting Schedule – November 2015 | 93 |
| c. | Financial Statement – September 30, 2015 | 94-95 |
| d. | Building Inspector’s Report – September 2015 | 96 |
| e. | Vancouver Island Regional Library (VIRL) 2016 Budget – October 23, 2015 | 97-98 |

THAT the Board of Directors receives the Staff Reports a-e.

10.2 COMMITTEE REPORTS

10.3 MEMBER REPORTS

- a. 9-1-1 Corporation – J. McNabb
- b. Vancouver Island Regional Library - P. Cote
- c. Central West Coast Forest Society – T. Bennett
- d. Emergency Planning – J. McNabb/P. Cote/M. Kokura/M. Ruttan
- e. Alberni Valley Chamber of Commerce – Jack McLeman
- f. Coastal Community Network – T. Bennett
- g. West Island Woodlands Advisory Group –L. Banton
- h. Island Coastal Economic Trust – J. Osborne
- i. Air Quality Council, Port Alberni – J. McNabb
- j. West Coast Aquatic Board – T. Bennett/K. Wyton
- k. Association of Vancouver Island & Coastal Communities – J. Osborne
- l. Beaver Creek Water Advisory Committee – J. McNabb
- m. Other Reports

THAT the Board of Directors receives the Member Reports.

11. UNFINISHED BUSINESS

12. LATE BUSINESS

13. QUESTION PERIOD

14. IN CAMERA

Motion to close the meeting to discuss matters relating to:

- i. Labour or other employee relations;*
- ii. Negotiations and related discussions respecting Regional District services which are at preliminary stages;*
- iii. Law enforcement, disclosure of which the Board considers could be harmful to the conduct of an investigation under or enforcement of an enactment.*

15. RECOMMENDATIONS TO THE BOARD FROM IN-CAMERA

16. ADJOURN

Next Board of Directors Meeting:

Due to the Remembrance Day Statutory Holiday on Wednesday, November 11th the Board Meeting will be held on Thursday, November 12, 2015, 1:30 pm in the Regional District Board Room.



Alberni-Clayoquot Regional District

MINUTES OF THE BOARD OF DIRECTORS MEETING HELD ON WEDNESDAY, OCTOBER 14, 2015, 1:30 PM

Regional District Board Room, 3008 Fifth Avenue, Port Alberni, BC

DIRECTORS

Josie Osborne, Chairperson, District of Tofino

PRESENT:

John McNabb, Vice-Chair, Electoral Area "E" (Beaver Creek)

Keith Wyton, Director, Electoral Area "A" (Bamfield)

Mike Kokura, Director, Electoral Area "B" (Beaufort)

Tony Bennett, Director, Electoral Area "C" (Long Beach)

Penny Cote, Director, Electoral Area "D" (Sproat Lake)

Lucas Banton, Director, Electoral Area "F" (Cherry Creek)

Mike Ruttan, Mayor, City of Port Alberni

Jack McLeman, Councillor, City of Port Alberni

Dianne St. Jacques, Mayor, District of Ucluelet

Alan McCarthy, Member of Legislature, Yuułu?it?ath Government

Wilfred Cootes, Councillor, Uchucklesaht Tribe Government

REGRETS:

John Jack, Councillor, Huu-ay-aht First Nation

STAFF PRESENT:

Russell Dyson, Chief Administrative Officer

Andrew McGifford, Acting Manager of Finance/Manager of
Environmental Services

Mike Irg, Manager of Planning and Development

Shelli Lyle, Administrative Assistant

1. CALL TO ORDER

The Chairperson called the meeting to order at 1:30 pm.

The Chair recognized the meeting this afternoon is being held in the Tseshaht First Nation and the Hupacasath First Nation Traditional Territories.

2. APPROVAL OF AGENDA

MOVED: Director Kokura

SECONDED: Director Cootes

THAT the agenda be approved as circulated with the addition of the following late item: Request for Decision – Removal and Install of Metal Roofing – 3rd Avenue Recycle Depot; and verbal reports from Director Cote.

CARRIED

3. DECLARATIONS

4. ADOPTION OF MINUTES

a. Board of Directors Meeting – September 9, 2015

MOVED: Director Cootes

SECONDED: Director Kokura

THAT the minutes of the Board of Directors meeting held on September 9, 2015 be adopted.

CARRIED

b. Special Board of Directors Meeting – September 16, 2015

MOVED: Director McNabb

SECONDED: Director McLeman

THAT the minutes of the Special Board of Directors meeting held on September 16, 2015 be adopted.

CARRIED

c. Bamfield Water Advisory Committee Meeting – September 15, 2015

MOVED: Director Wyton

SECONDED: Director Kokura

THAT the minutes of the Bamfield Water Advisory Committee meeting held on September 15, 2015 be adopted.

CARRIED

d. Alberni Valley and Bamfield Services Committee – September 16, 2015

MOVED: Director McNabb

SECONDED: Director Kokura

THAT the minutes of the Alberni Valley and Bamfield Services Committee meeting held on September 16, 2015 be adopted.

CARRIED

e. Alberni Valley and Bamfield Services Committee – October 6, 2015

MOVED: Director Banton

SECONDED: Director McNabb

THAT the minutes of the Alberni Valley and Bamfield Services Committee meeting held on October 6, 2015 be adopted.

CARRIED

5. PETITIONS, DELEGATIONS & PRESENTATIONS

- a. Ms. Edna Cox, Alberni Valley Transition Town Society Food Group regarding the Group's History and Plans and a Request for Assistance in Accessing Office Space.**

Ms. Cox explained that Transition Towns Society (AVTTS) Food Group in collaboration with Island Health is developing a food hub dedicated to increasing food security in the region that encourages transition to a low carbon, sustainable and ethical future. AVTTS undertook a Community Food Assessment and is currently working on a Community Food Action Plan, they have also been involved in the farm directory, gleaning program, seed lending and seed distribution. AVTTS is wondering if the ACRD can assist with a space for their part time coordinator to work.

MOVED: Director Wyton

SECONDED: Director McLeman

THAT the Board of Directors request staff investigate the possibility of assisting AVTTS with office space for their part time coordinator.

CARRIED

- b. Mr. George Brandd regarding Drag Race Event and Sand Hill Cranes Migration at the Alberni Valley Airport.**

Mr. Brandd explained there was some confusion regarding the future and possible expansion of the Drag Race Event as per information in the paper. The issue is a lack of communication, the residents would like to be notified when practice sessions are scheduled. Mr Brandd explained he is an avid bird watcher and is concerned about the 1000 Sand Hill Cranes who appear a couple times a year at the Alberni Valley Airport and would like the ACRD to recognize this as a potential hazard and take action to mitigate.

MOVED: Director Bennett

SECONDED: Director Cootes

THAT the Board of Directors refer Mr. Brandd's concern to staff regarding the 1000 Sand Hill Cranes who appear a couple times a year at the Alberni Valley Airport as a potential hazard to air traffic and take action to mitigate.

CARRIED

6. CORRESPONDENCE FOR ACTION

7. CORRESPONDENCE FOR INFORMATION

- a. **THE ARMY NAVY AND AIR FORCE VETRANS IN CANADA**
Advertisement
- b. **RECYCLING COUNCIL OF BC**
October 19th-25th, 2015 National Waste Reduction Week
- c. **METRO VANCOUVER**
Provincial Climate Leadership Plan Process
- d. **ISLAND COASTAL ECONOMIC TRUST**
2014/2015 Annual Report
- e. **AUDITOR GENERAL FOR LOCAL GOVERNMENT**
Performance Audit Report on Comox Valley Regional District – “Achieving Value for Money in Operational Procurement”
Performance Audit Report on the District of West Vancouver – “Achieving Value for Money in Operational Procurement”
Performance Audit Report on the City of Surrey – “Achieving Value for Money in Operational Procurement”
- f. **YOUTH PARLIAMENT OF BRITISH COLUMBIA ALUMNI SOCIETY**
British Columbia Youth Parliament 87th Parliament
- g. **BC HYDRO**
Vancouver Island-Sunshine Coast Community Relations 2015 Annual Report
- h. **MINISTRY OF COMMUNITY, SPORT AND CULTURAL DEVELOPMENT**
Approval of Infrastructure Planning Grant for Cherry Creek Water Infrastructure Assessment
- i. **UNION OF BRITISH COLUMBIA MUNICIPALITIES**
UBCM Convention
- j. **PARKS CANADA**
Reduced Speed Zone and New Crosswalk Lines at the Rainforest Trail on Highway 4 in Pacific Rim National Park Reserve
UBCM Convention

MOVED: Director St. Jacques

SECONDED: Director Bennett

THAT the Board of Directors receive items a-j for information.

CARRIED

MOVED: Director McNabb

SECONDED: Director Ruttan

THAT the Board of Directors declare the week of October 19-25 as waste reduction week complying with the Recycling Council of BC.

CARRIED

8. REQUEST FOR DECISIONS & BYLAWS

a. **Request for Decision regarding Request for Financial Aid – 2016 Fire Training Conference in Port Alberni.**

MOVED: Director McNabb

SECONDED: Director Cote

THAT the Alberni-Clayoquot Regional District Board of Directors approve the funding request from the BC Fire Training Officers Association Host Committee to help offset costs for the 2016 Fire Training Conference to be held in Port Alberni May 14th to 19, 2016 as follows:

- a. *Up to a maximum of \$5,000.00 in 2015 including in-kind through the 2015 Special Events Fund; and;*
- b. *the remaining funds for a total of \$10,000.00 combined be included in the 2016 budget.*

CARRIED

b. **Request for Decision regarding Salmon Beach Maintenance Services Contract.**

MOVED: Director Bennett

SECONDED: Director Banton

THAT the Alberni-Clayoquot Regional District Board of Directors enter into a contract with Ryan Smith Services to provide maintenance services to Salmon Beach Recreational Village for a two year term commencing November 1, 2015 and ending October 31, 2017 at a cost of \$63,425 per year.

CARRIED

c. **Request for Decision regarding Canadian Red Cross – Disaster Response Agreement**

MOVED: Director Kokura

SECONDED: Director McNabb

THAT the Alberni-Clayoquot Regional District Board of Directors enter into a Disaster Response Agreement with the Canadian Red Cross Society for a one year term in the amount of \$10,000.00 for the provision of disaster relief services in the Alberni Valley.

CARRIED

d. **Request for Decision regarding DND Lease Renewal – Receiver Facility – Long Beach Airport**

MOVED: Director Bennett
SECONDED: Director Cootes

THAT the Alberni-Clayoquot Regional District Board of Directors renew the Department of National Defense Receiver Facility lease at the Long Beach Airport for a 15 year term commencing June 1, 2015 with an annual rent of \$4,840.00 per year plus applicable taxes with increases based on the prior year's BC CPI increases.

CARRIED

e. Request for Decision regarding Conditional Grant Agreement for BC Air Access Program (BCAAP)

MOVED: Director Bennett
SECONDED: Director St. Jacques

THAT the Alberni-Clayoquot Regional District Board of Directors enter in to a Conditional Grant Agreement with the BC Air Access Program to a maximum of \$1,273,140 or 75% or total eligible project costs, whichever is less, towards the Long Beach Airport Runway Lighting Project.

CARRIED

f. Request for Decision regarding Vacant Land Lease with Western Forest Products (WFP)

MOVED: Director McNabb
SECONDED: Director Cote

THAT the Alberni-Clayoquot Regional District Board of Directors enter into a vacant land lease with Western Forest Products for a portion of land adjacent to the 3rd Avenue Recycle Depot for a three year term of commencing November 1, 2015 for the annual lease of \$2400.00 per year plus GST.

CARRIED

g. Request for Decision regarding Finance Warrant No. 557

MOVED: Director Kokura
SECONDED: Director Bennett

THAT the Board of Directors approves Finance Warrant Number 557 in the amount of \$1,331,250.87 dated September 30, 2015.

CARRIED

h. Request for Decision regarding Revenue Anticipation Borrowing Bylaw – BC Air Access Program (BCAAP)

MOVED: Director Bennett
SECONDED: Director St. Jacques

THAT the Alberni-Clayoquot Regional District Board of Directors give first reading to the bylaw cited as "Revenue Anticipation Borrowing Bylaw No. F1122, 2015".

CARRIED

MOVED: Director Bennett
SECONDED: Director St. Jacques

THAT the Alberni-Clayoquot Regional District Board of Directors give second reading to the bylaw cited as "Revenue Anticipation Borrowing Bylaw No. F1122, 2015".

CARRIED

MOVED: Director St. Jacques
SECONDED: Director Bennett

THAT the Alberni-Clayoquot Regional District Board of Directors give third reading to the bylaw cited as "Revenue Anticipation Borrowing Bylaw No. F1122, 2015".

CARRIED

MOVED: Director Bennett
SECONDED: Director St. Jacques

THAT the Alberni-Clayoquot Regional District Board of Directors adopt bylaw cited as "Revenue Anticipation Borrowing Bylaw No. F1122, 2015".

CARRIED

i. Administrative Memo regarding Appointment Sproat Lake Volunteer Fire Department

MOVED: Director Cote
SECONDED: Director McCarthy

THAT the Alberni-Clayoquot Regional District Board of Directors receive the results of the Sproat Lake Volunteer Fire Department elections held Tuesday, October 6, 2015 and agree to the appointment of Michael Cann as Fire Chief of the Sproat Lake Volunteer Fire Department for a three year term.

CARRIED

MOVED: Director Cote
SECONDED: Director Bennett

THAT the Alberni-Clayoquot Regional District Board of Directors forward a letter of appreciation to Wade Hepp for his service as Fire Chief of the Sproat Lake Volunteer Fire Department for the past three years.

CARRIED

j. REQUEST FOR DECISION
Agricultural Support Services

MOVED: Director Cote

SECONDED: Director St. Jacques

THAT the Board of Directors support the application of the Agricultural Development Committee to host the 2017 Islands Agriculture Show (IAS) in Port Alberni and host the 2016 IAS Welcome Reception in Cowichan as outlined in the report.

CARRIED

k. LATE ITEM: Request for Decision regarding Removal and Install of Metal Roofing – 3rd Avenue Recycle Depot

MOVED: Director Bennett

SECONDED: Director Koura

THAT the Alberni-Clayoquot Regional District Board of Directors award the contract for the roof removal and metal roofing installation at the 3rd Avenue Recycle Depot to Al Brown in the amount of \$85,865 plus GST.

CARRIED

9. PLANNING MATTERS

a. DVC15009, FORSTVED, 1136 FRONT STREET – SALMON BEACH
Development Variance Permit Application – Report

MOVED: Director Bennett

SECONDED: Director Kokura

THAT the Board of Directors pass a resolution to consider issuing development variance DVC15009 subject to the issuance of a Development Permit to satisfy the requirements of the South Long Beach OCP.

CARRIED

b. DVC15012, RUCKS, 1138 THIRD AVENUE – SALMON BEACH
Development Variance Permit Application – Report

MOVED: Director Bennett
SECONDED: Director Kokura

THAT the Board of Directors pass a resolution to consider issuing development variance DVC15012 subject to removal of the second storey of the storage building.

CARRIED

- c. **DPD15007, SWANSON, 8974 STIRLING ARM DRIVE**
Development Permit Application – Report and Permit

MOVED: Director Cote
SECONDED: Director Bennett

THAT the Board of Directors pass a resolution to issue development permit DPD15007.

CARRIED

- d. **DVD15011, GREAT CENTRAL HOLDINGS LTD, 10750 CENTRAL LAKE ROAD**
Development Variance Permit Application – Report

MOVED: Director Cote
SECONDED: Director Bennett

THAT the Board of Directors pass a resolution to consider issuing development variance DVD15011.

CARRIED

- e. **RD15006, DANELIUK, TWO RIVERS ARM – SPROAT LAKE**
Rezoning Application – Report and Bylaws P1331 and P1332

MOVED: Director Cote
SECONDED: Director Bennett

THAT Sproat Lake Official Community Plan Amendment Bylaw No. P1331 be read a first time.

CARRIED

MOVED: Director Cote
SECONDED: Director Bennett

THAT Regional District of Alberni-Clayoquot Zoning Text and Atlas Amendment Bylaw P1332 be read a first time.

CARRIED

MOVED: Director Cote
SECONDED: Director Bennett

THAT the public hearing for Bylaws P1331 and P1332 be delegated to the Director for Electoral Area 'D', the Alternate Director or the Chairperson of the Regional District.

CARRIED

MOVED: Director Cote
SECONDED: Director McNabb

THAT the Board of Directors confirm that adoption of Bylaws P1331 and P1332 is subject to:

- 1. A positive referral recommendation from the Ministry of Forests, Lands and Natural Resource Operations;*
- 2. Confirmation from a Registered On-Site Wastewater Practitioner or professional engineer that the soils on-site are capable of accommodating on-site sewage disposal for a seasonal residence; and*
- 3. Meeting technical referral agency requirements.*

CARRIED

f. DVE15010, EVANS, 7955 BEAVER CREEK ROAD
Development Variance Application – Memorandum and Permit

MOVED: Director McNabb
SECONDED: Director Bennett

THAT the Board of Directors pass a resolution to issue development variance DVE15010.

CARRIED

10. REPORTS

10.1 STAFF REPORTS

- a. CAO Report – October 9, 2015**
- b. Financial Manager Report – October 8, 2015**
- c. Staff Action Items Report – October 9, 2015**
- d. Solid Waste Management Plan Review and Implementation Process – Organic Waste Diversion Strategy – October 14, 2015**

MOVED: Director Kokura
SECONDED: Director Banton

THAT the Board of Directors receives the staff reports a-d.

CARRIED

10.2 COMMITTEE REPORTS

a. West Coast Committee meeting – October 7, 2015 – T. Bennett (verbal)

MOVED: Director St. Jacques

SECONDED: Director Kokura

Director Bennett reported there wasn't a quorum at the WC Committee meeting however the committee discussed Parks Canada and Pacific Rim National Park is looking at providing water to the Long Beach Airport, lease rates will be provided and be reviewed thru the budgetary process. There was a brief discussion regarding the earthquake exercise being held in June in the Alberni Valley and how this can assist the West Coast.

THAT the Board of Directors receive this verbal report.

CARRIED

10.3 OTHER REPORTS

a. Coastal Community Network

Coastal Community Network Conference Call Notes & Terms of Reference

Director Bennett reported on the correspondence and conference call discussions with members and reiterated the importance of representation on behalf of the processing plants. The Coastal Community Network will need minimal costs to maintain the organization, budgetary recommendations will be forthcoming.

b. Air Quality Council

September 24, 2015 Meeting Minutes

Director McNabb reported he attended the Air Quality Council meeting. The woodstove request for woodstoves is 50 annually.

c. Vancouver Island Regional Library

Director Cote reported attending the VIRL Board meeting and the budget was passed. The average increase was 3.66% however the Alberni Valley's increase was 6.4 %. Meetings were also attended with Regional Reps and the Minister at UBCM where it was explained the province is looking at a funding review for libraries.

d. Coastal Fire Service

Director Cote reported attending a Coastal Fire Service meeting with Chair Osborne, CAO Dyson, and Fire Chief Hepp with to discuss the Dog Mountain Fire, their policies and what dollars were spent. Coastal Fire Service staff gave an explanation of their account and ACRD staff will put together a report to be shared with the Board which will include costs spent and recovered.

e. Physical Literacy

Director Cote reported attending the Physical Literacy presentation by Dr. Dean Kriellaar who sees firsthand the necessity of being active he states physical literacy is the fundamental basis for developing participation in society.

MOVED: Director Bennett

SECONDED: Director Kokura

THAT the Board of Directors receive the above reports

CARRIED

11. UNFINISHED BUSINESS

12. LATE BUSINESS

13. QUESTION PERIOD

14. ADJOURN

MOVED: Director Kokura

SECONDED: Director McNabb

THAT this meeting be adjourned at 3:07 pm.

CARRIED

Certified Correct:

Josie Osborne,
Chairperson

Russell Dyson,
Chief Administrative Officer



Alberni-Clayoquot Regional District

MINUTES OF THE SPECIAL BOARD OF DIRECTORS MEETING

HELD ON WEDNESDAY, OCTOBER 14, 2015, 10:30 AM

Regional District Board Room, 3008 Fifth Avenue, Port Alberni, BC

DIRECTORS

Josie Osborne, Chairperson, District of Tofino

PRESENT:

John McNabb, Vice-Chair, Electoral Area "E" (Beaver Creek)

Keith Wyton, Director, Electoral Area "A" (Bamfield)

Mike Kokura, Director, Electoral Area "B" (Beaufort)

Tony Bennett, Director, Electoral Area "C" (Long Beach)

Penny Cote, Director, Electoral Area "D" (Sproat Lake)

Lucas Banton, Director, Electoral Area "F" (Cherry Creek)

Mike Ruttan, Mayor, City of Port Alberni

Jack McLeman, Councillor, City of Port Alberni

Dianne St. Jacques, Mayor, District of Ucluelet

Alan McCarthy, Member of Legislature, Yuułu?it?ath Government

REGRETS:

Wilfred Cootes, Councillor, Uchucklesaht Tribe Government

John Jack, Councillor, Huu-ay-aht First Nation

STAFF PRESENT:

Russell Dyson, Chief Administrative Officer

Andrew McGifford, Acting Manager of Finance/Manager of Environmental Services

Mike Irg, Manager of Planning and Development

Wendy Thomson, Manager of Administrative Services

1. CALL TO ORDER

The Chairperson called the meeting to order at 10:30 am.

The Chair recognized the meeting this afternoon is being held in the Tseshaht First Nation and the Hupacasath First Nation Traditional Territories.

2. APPROVAL OF AGENDA

MOVED: Director Kokura

SECONDED: Director McNabb

THAT the agenda be approved as circulated.

CARRIED

3. IN-CAMERA

MOVED: Director Kokura

SECONDED: Director Bennett

THAT the meeting be closed to the public to discuss matters relating to:

- i. Labour or other employee relations;*
- ii. Negotiations and related discussions respecting Regional District services which are at preliminary stages.*
- iii. Law enforcement, disclosure of which the Board considers could be harmful to the conduct of an investigation under or enforcement of an enactment.*

CARRIED

The meeting was closed to the public at 10:31 am.

The meeting was re-opened to the public at 12:03 pm.

4. RECOMMENDATIONS TO THE BOARD FROM IN-CAMERA

5. ADJOURN

MOVED: Director Kokura

SECONDED: Director Bennett

THAT this meeting be adjourned at 12:04 pm.

CARRIED

Certified Correct:

Josie Osborne,
Chairperson

Russell Dyson,
Chief Administrative Officer



**Alberni-Clayoquot Regional District
Solid Waste Plan Monitoring Advisory Committee – West Coast
Meeting Minutes**

Meeting Date & Time: Thursday, October 15th, 2015 @ 1:30 pm

Location: Ucluelet Community Center, 500 Matterson Drive, Ucluelet, BC

In attendance:

Dianne St. Jacques, District of Ucluelet
Maura Walker, Maura Walker & Associates
Josie Osborne, District of Tofino
Janice Hill, ACRD

Tony Bennett, ACRD
John Bird, SonBird Refuse
Jackie Godfrey, PRNP

1. Call to Order

Dianne St. Jacques called the meeting to order at 1:30 p m.

2. Adoption of Minutes

- a. June 18th, 2015 SWPMAC Minutes

The minutes from the June 18th, 2015 Solid Waste Plan Monitoring Advisory Committee meeting were approved as presented.

3. ICI Disposal Bans Update

- a. John Bird provided a history of SonBird's recycling business and operating costs. Higher diversion rates will reduce the costs of collection for cardboard on the West Coast and the hope is that the cost of providing the service will be reduced if there is a Cardboard ban. The struggles of providing services on the West Coast were communicated and SonBird is looking for efficiencies which may help both disposal bans and ensure the delivery of the service is efficient to lessen the costs of local businesses. SonBird will work with the ACRD to support the disposal bans that are put in place.

The committee received SonBird's report for information.

4. Organics Diversion Strategy Technical Memo

- a. Carey McIver provided a technical memo of the organics diversion strategy assessment to the committee. Carey was not able to attend the meeting, but Maura Walker was in attendance to answer any questions arising from the memo.

The draft organics diversion strategy section of the memo recommended that the following actions be implemented over a two to three year period:

Reduction Program

1. Collaborate with Metro Vancouver and the BC Ministry of Environment (MOE) to implement a *Love Food Hate Waste* type program in the ACRD (West Coast and Alberni Valley) using communication graphics and messaging developed by Metro Vancouver and the BC MOE.
2. Expand the current subsidized backyard composter program to include enhanced education activities such as a compost coaching and Bear Aware programs to divert food waste from disposal.
3. Engage in linking up social service organizations (e.g. Mustard Seed) with ICI locations with “waste” food.

Collection and Processing

4. Review the viability of establishing a food waste composting facility at the West Coast landfill when there is a need for local bio-solids management upon completion of the District of Tofino Liquid Waste Management Plan (estimated to be in four or five years). Consider the potential to include fish waste to improve the economies of scale of a composting facility.
5. Assess the cost-benefit of transferring food waste to a composting facility in the Alberni Valley when and if a facility is established there.

The committee received the draft organics diversion strategy report and recommends it be forwarded to the public for consultation.

5. **Other**

- a. Andrew McGifford shared an analysis of costs per tonne for the WC Landfill and a spreadsheet showing the cost per capita for both the AV and WC Landfills.

Meeting adjourned at 2:55 pm.

Next meeting: TBD



PORT ALBERNI RCMP DETACHMENT MONTHLY REPORT



This report represents the policing activities undertaken by the Port Alberni RCMP Detachment during August and September 2015. I have included an update on policing activities thus far in 2015 and a comparator to previous years.

The following represents some of the calls for services received, investigations undertaken and activities of the RCMP during the month.

- Officers received and responded to 1086 calls for service in August and another 1034 in September.
- August followed up on a busy July with a number of files of note:
 - Attempted armed robbery of a local business
 - Vandalism to a number of properties by spray paint
- September marks the three quarter mark for the 2015 year. In comparison to 2014 the community and the Detachment have made strides in reducing crime in some areas and others require more attention:
 - Property crime has increased 17% (790 vs 929)
 - Total Criminal Code complaints has increased by 5% (1713 vs 1810)
 - Traffic offences have increased by 15% (137 vs 158)
 - Violent crime against persons has decreased 9% (344 vs 313)
 - Overall calls for service have decreased 4% (7507 vs 7232)
- The Detachment is very fortunate to have a number of community policing programs to augment service delivery and enhance community safety. These programs are run by a group of dedicated volunteers. In the month of July the Speed Watch program members volunteered 55 hours and checked 5086 vehicles and in August volunteered 49 hours, checked 5344 vehicles and detected a large number of vehicles exceeding the speed limit and on occasion by in excess of 20km/hr. The volunteers with Citizen's on Patrol volunteers provided 163 hours of patrols and security to the city of Port Alberni in July and in August contributed another 171 hours of volunteer time, travelled 774 kilometers and also delivered 23 information packages pertaining to break and enters.
- In August the Victim Services assisted 43 new clients and 29 more in September
- September marked the start of another School year and unfortunately earlier darkness. The Port Alberni Detachment is again making signs available at the Community Policing Office to the public as a reminder to motorists to take care while driving.
- Community safety continues to be augmented by volunteer groups: Citizen's on Patrol, Speed Watch, Cell Watch and the Community Policing Office. All have been very active over the month.
- September marked the start of another School year and unfortunately earlier darkness. The Port Alberni Detachment is again making signs available at the Community Policing Office to the public as a reminder to motorists to take care while driving.



Port Alberni RCMP's 2015/16 Annual Performance Plan will focus on:

- **Crime Reduction:** Reduce the impact and prevalence of crime
 - Ensure individuals are abiding conditions associated to judicial release by conducting 1200 curfew compliance checks. Thus far 581 compliance checks conducted
- **Mental Health:** Increase awareness and decrease the impact of mental health in calls for service
 - Increase partnerships by two. Two new partnerships have been instituted
- **Visibility/engagement:** Engagement with community and patrols
 - Conduct 460 high visibility patrols within the community. Thus far 515 boat, foot and bicycle patrols have been conducted
 - Attend 24 community events. Officers have attended 16
- **Traffic:** Increased road safety through focus on Provincial traffic offences and impaired driving
 - Investigate and address 105 incidents related to drinking and driving. Thus far 65 investigations have taken place
 - Investigate and address 2400 incidents relating to Provincial driving offences. Thus far 1095 investigations have taken place

Respectfully,

Insp Mac Richards
OIC Port Alberni Detachment

Detailed Crime - 2015 Year Review

	Jan	Feb	Marc	Apri	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Assault	46	45	32	39	57	46	56	55	44				420
Relationship Violence	9	10	10	14	19	7	13	17	16				115
Thefts	77	74	58	78	91	101	64	74	96				713
Break and enter	17	16	28	28	25	25	23	14	22				198
Mischief	32	51	41	60	67	62	74	77	52				516
Drugs	12	30	16	24	30	23	29	22	23				209
Provincial Traffic	80	76	95	95	96	123	139	115	113				932
Criminal Code Traffic	25	23	15	23	31	36	49	28	35				265
Motor Vehicle Incident	24	21	27	24	23	38	36	35	45				273
Calls for Service	843	847	840	906	1050	1152	1111	1086	1034				8869

7 Year Comparison

	2008	2009	2010	2011	2012	2013	2014	2015	Total
Assault	766	728	628	616	622	512	551		4423
Relationship Violence	222	175	158	112	140	87	101		995
Thefts	1508	1288	1159	1077	1124	961	962		8079
Break and enter	450	325	298	359	251	287	288		2258
Mischief	738	679	538	555	582	583	544		4219
Drugs	445	323	257	372	329	331	304		2361
Provincial Traffic	1212	1199	1211	1150	1042	1112	1090		8016
Criminal Code Traffic	373	359	398	374	354	294	285		2437
Motor Vehicle Incident	518	484	406	364	389	360	366		2887
Calls for Service	14340	12848	12077	12429	11790	11591	11698		86773

2008 – 2014 Average

Assault	631
Relationship Violence	142
Thefts	1154
Break and enter	322
Mischief	602
Drugs	337
Provincial Traffic	1145
Criminal Code Traffic	348
Motor Vehicle Incidents	412
Calls for Service	12396



Thursday, October 15, 2015

President
Jan Lavertu

Vice President
Kris Patterson

2nd Vice President
Brad Minton

Secretary

Treasurer
Deb Haggard

Past President
Teresa Bird

Directors
Bob Kanngiesser
Nicole Mitchell
Neil Malbon
Cherie Williams
Rebecca Palmer
Bill Brown
Cindy Solda
Sarah Jones

Executive
Director
Bill Collette

Mr. Jonathan Tillie
Operations Manager
Ministry of Transportation and Infrastructure
Vancouver Island District
3rd Floor, 2100 Labieux Road
Nanaimo, BC, V9T 6E9

Dear Jonathan;

We are writing to you today to comment on a letter sent to the "Department of Highways" and copied to ourselves, as drafted by Mr. Murray Lawlor and Ms. Lenore Bailey of Coombs Country Candy.

Subsequent to receipt of the letter we invited Mr. Lawlor to our office to personally present his concerns to our Civic Affairs Committee - a group of Business Owners in the Alberni Valley who are committed to working with Government on matters of local importance.

Our committee, and our Board of Directors, fully supports Mr. Lawlor (and Ms. Bailey) on this particular issue as it is one that we are well aware of due to our own proximity to their property.

Coombs Country Candy is a well-respected and most admired local business that offers a unique product in a wonderful setting located near the entrance to the Alberni Valley. This store is for many a destination in itself - one that is operated by a world renowned and respected Candy-Maker.

Mr. Lawlor explains that his business has suffered through a change of access to his property that has clearly resulted in ongoing business challenges. The result of the access change has made it necessary for patrons of his store, particularly those travelling East, to access the site via the secondary road known as the Old Nanaimo Highway. Said access is complicated by what appears to be ongoing abuse of parking along the secondary road making it difficult and often impossible to reach his store. This abuse of parking, typically made up of U-Haul Trucks, is not only frustrating to the business and their patrons; it also creates for a less than satisfactory first impression for them - and ultimately for the community itself.

The Alberni Valley Chamber of Commerce urges the Ministry of Transportation and Infrastructure, along with the Alberni Clayoquot Regional District to do whatever is possible to ensure that the laws in place are respected and enforced at all times. We further encourage U-Haul International Inc. to ensure that its service agents are **mandated** to adhere to community laws and requirements. And last, we invite ownership of Twin City Auto Wreckers to comply with these requests for the betterment of all parties.

We look forward to learning from Mr. Lawlor of full compliance to these ongoing requests and perhaps to a longer term solution that provides for proper East/West Access to Coombs Country Candy along Highway #4.

We thank you in advance for considering our requests and those of Coombs Country Candy as we all collectively work to improving overall access and impressions to the Alberni Valley.

Yours truly
ALBERNI VALLEY CHAMBER OF COMMERCE



Bill Collette
Executive Director

Cc: Bob Kanngiesser – Chair – Civic Affairs Committee
Jan Lavertu – President – Alberni Valley Chamber of Commerce
Alberni Clayoquot Regional District
U-Haul International
Twin City Auto Wreckers
City of Port Alberni

From: Liz Cookson [<mailto:lcookson@ubcm.ca>]

Sent: Tuesday, October 20, 2015 2:15 PM

To: Liz Cookson

Subject: AVICC Member Update - Fortis Common Rates Implementation / Operating Fees

Please forward to elected officials and the CAO.

A number of AVICC members have asked for help with the recent billing from Fortis that first introduced the Operating Fee at 3% (specifically it is 3.09%). We hope the attached circular from Fortis as well as this brief summary helps AVICC members to respond to questions they may now be receiving from some citizens receiving Fortis bills.

Fortis is not in a position to discuss the Operating Fee in conjunction with the Common Rates issue. To them they are totally separate issues. However, to the consumer and to your citizens obviously this down / up application of rate changes is confusing.

On top of that, Fortis sent recent bills out using the term “Franchise Fee” which is incorrect. Municipalities have a different mechanism to impose Franchise Fees. In practice, no “Franchises” technically exist or can exist. This is an **Operating fee** under the standardized Operating Agreement that all AVICC municipalities signed after vetting by AVICC’s lawyers and approval of the form agreement by the BCUC.

Municipalities entered into these agreements after a 30 year lobby to do so because:

1. It restores equity with the rest of BC outside METRO Vancouver. Municipal taxpayers outside AVICC have received literally millions and millions in dollars in revenues over the 30 year period AVICC was prohibited against doing that under Provincial Legislation.
2. It restores internal fiscal equity. (Non-gas users should not be subsidizing gas customers in their property taxes – there are real costs to municipalities associated with gas distribution and, in the absence of Operating Fees, the general taxpayer pays these, whether benefitting from gas or not.)
3. Jurisdictions within AVICC are promoting clean energy. Natural gas is one of the cleanest energy sources available. Increased gas utilization associated with Common Rates reductions will hopefully lead to more infill extensions and less use of other “dirty” fossil fuels. The costs associated with municipal impacts of this clean shift are what Operating Fees help pay for.
4. Municipalities have significant costs associated with roads which Regions do not have, as roads are the responsibility of the Province. The Operating Agreements are exclusive to municipalities who have to maintain and construct roads following gas service cuts.
5. Municipal Councils knew that the common rates implementation process that was happening in parallel would mean that the 3% increase would be net of a parallel reduction over three or four years that will, it is expected, when fully implemented exceed a 20%

cumulative REDUCTION. One of the reasons that Councils were able to pursue the benefits under 1-4 above was specifically because they knew the 3% increase would be entirely and significantly overshadowed by this parallel very large reduction in overall cost to the consumer as AVICC is brought in line with the rest of BC.

Those are the key arguments which convinced every municipality to approve Agreements in late 2014. These Agreements included the 3% fee to be collected by Fortis. Fortis is complying with its agreement in collecting the fee on behalf of municipalities. This decision was unanimous within AVICC.

Of course, the complaint we are now encountering, regardless of the policy justification, is that gas customers are seeing a new 3% fee. Yes they are. This is exactly as Council's approved. (Except that it is an **Operating Fee** and specifically NOT a Franchise Fee – Fortis will correct that error on future billings)

As it happens however, this is on top of a 13% REDUCTION that was applied to residential customers on January 1st. So the net real world effect happily is a 10% reduction. For small and large commercial taxpayers the net reduction is on a reduction of 31% and 21% respectively. So, practically a 28% REDUCTION and a 25% REDUCTION respectively this year for businesses. It is human nature that some people will look at this latest bill and see only the increase and ignore the 13% earlier decrease, but those are the facts.

In addition there are more up-coming common rate reductions planned in the next several years. The first proposed for January 2016 is ANOTHER 3% REDUCTION for residential. With more following that as determined by the BCUC.

The bottom line is that AVICC municipalities lobbied for this for a very long time for some excellent and persuasive reasons. These reasons stand on their own merits, but as it happens, AVICC was creative enough to achieve its public good objectives at the same time as consumers are able to enjoy a net (13% reduction less 3% operating fee)double digit rate reduction of 10 % in 2015 with the prospect of further reduction in the years to come.

Liz Cookson

Executive Coordinator, AVICC
Union of BC Municipalities
525 Government Street
Victoria, BC, V8V 0A8
(250) 356-5122

There are currently two, unrelated FortisBC programs in effect for customers on Vancouver Island and coastal communities.

1. Common Rates phase-in
2. Operating Fees - collection in accordance with the new Municipal Operating Agreement

While the programs are separate and unrelated, the effects of each are now appearing on customer bills. The following is simply a one-page summary of the two projects.

COMMON RATES PHASE-IN

January 1, 2015 – first reduction appears on customer bills

Commercial:

- Saw approx. 31% reduction for small commercial customers
- Saw approx. 28% reduction for large commercial customers

Residential:

- Saw approx. 13% reduction for average residential customers.

January 1, 2016

FEI has filed to set delivery rates for 2016. Pending BCUC approval:

Commercial:

- Approx. 5% reduction for small commercial customers

Residential:

- Approx. 3% reduction for average residential customers.

Our initial messaging to customers prior to the implementation of common rates and amalgamation was that “Residential customers could see their annual bills decrease by approximately 25 per cent in total over three years”. The phase-in period for delivery rates began January 1, 2015 and will end January 1, 2018, when Vancouver Island and Whistler Service Area customer’s delivery rates will equal Mainland Service Area customer’s delivery rates. The 25% was an estimate only to provide Vancouver Island and Whistler customers an estimate of the impact of decrease to their rates.

OPERATING FEES

September 1, 2015

In accordance with the newly implemented Municipal Operating Agreement, FortisBC customers in each of the 26 Vancouver Island and coastal communities will now see the collection of the 3.09% fee on their bills.

March 1, 2016

FortisBC will make the first payment of Operating Fees to each of the 26 municipalities.

On March 1st of each year, fees collected in the year previous will be remitted to each municipality.



October 22, 2015

Josie Osborne, Chair
Alberni-Clayoquot Regional District
3008 Fifth Avenue
Port Alberni BC V9Y 2E3

Reference: 250998

osborne@tofino.ca

Dear Chair Osborne:

Re: Transit Funding Update

I am writing to share an important initiative the provincial government has undertaken to support transit service in British Columbia.

As you are aware, on February 17, 2015, the Province unveiled its BC Budget with a clear objective to maintaining balanced budgets. As such, it is imperative that we continue to not only ensure that transit is delivered as efficiently as possible, but also that every transit dollar possible is invested in the delivery of front-line services.

In my letter to you of May 11, 2015, I committed to finding solutions that would protect transit services for British Columbians. We have worked very hard to ensure we can sustain stable levels of transit services over the current three-year service plan period.

Many of these initiatives are underway. BC Transit continues to work with local governments to develop broad and clear strategies based on local ideas for service innovations, cost savings, and increased revenues. This includes working creatively with our partners and contractors to generate as much revenue as possible from advertising in order to reduce the costs of transit for taxpayers and riders. This work will be supplemented by the upcoming recommendations of the Crown Agency Review of BC Transit, which will focus on new revenue opportunities as well as efficiencies.

.../2

In support of this effort, I am pleased to advise that the provincial government has amended BC Transit's regulations to enable BC Transit and its local government partners to fully utilize the three-year provincial investment of \$312 million in transit operating funding, as outlined in the BC Transit 2015/16 Service Plan. Specifically, for the next three years, any operating savings realized in a transit system will now be able to be carried forward to offset inflationary increases in costs for that transit system. This regulatory change reflects the provincial government's commitment to provide BC Transit and local communities with the flexibility and a valuable tool to help maintain transit service levels over the next three years, while working to deliver services more efficiently and exploring opportunities to invest transit funding more effectively.

I appreciate the hard work that BC Transit and local communities have done to date to manage costs and optimize revenues and service levels, and I look forward to further success as we continue to work together to deliver transit services that respect the needs of both transit users and taxpayers. The Province of British Columbia's financial commitment to transit operations remains the highest in Canada, twice the national average, and we are committed to maintaining this leadership position.

As a next step, BC Transit will be following up directly with each service area to explore how these opportunities can be applied in a manner that most efficiently delivers the local transit services that are so important in each community.

Sincerely,



Todd G. Stone
Minister

Copy to: Kevin Mahoney, Chair, Board of Directors
BC Transit

Manuel Achadinha, President and CEO
BC Transit



REQUEST FOR DECISION

To: Board of Directors

cc: Mike Cann, Fire Chief, Sproat Lake Volunteer Fire Department
North Island 911 Corporation

From: Wendy Thomson, Manager of Administrative Services

Meeting Date: October 28, 2015

Subject: **Radio Site Co-Location Agreements with NI 911 Corporation**

Recommendation:

THAT the Alberni–Clayoquot Regional District Board of Directors enter into two co-location agreements with the North Island 911 Corporation for radio sites located at the Kitsuksis Road Water Reservoir and 9501 Faber Road, AND FURTHER THAT these two agreements take effect on January 1, 2016 for a term of five (5) years with an option to renew for another (5) years.

Desired Outcome:

To enter into two radio site co-location agreements with the North Island 911 Corporation.

Background:

The ACRD has been working with the North Island 911 Corporation to identify two potential new radio site locations that will serve the NI 911 Corporation in the delivery of fire dispatch services to the four fire departments located in the Alberni Valley. See attached report from the NI 911 Corporation with further agreement details and identified sites.

The NI 911 Corporation has approved entering into these agreements. Staff recommends the ACRD Board of Directors enter into the two agreements as presented (attached).

Time Requirements – Staff & Elected Officials:

Minimal


Financial:

Site #1 – Kitsuksis Road Water Reservoir – ACRD will receive \$1,000.00 per year as per the agreement.

Site #1 – 9501 Faber Road – ACRD will receive \$1.00 per year as per the agreement.

Policy or Legislation:

n/a

Submitted by: 
Wendy Thomson, Manager of Administrative Services

Approved by: 
Russell Dyson, Chief Administrative Officer

DATE: 1 September 2015

FILE: 9-

TO: President and Directors/Members
Corporation Board / Administration Committee

FROM: Chris Vrabel
Fire Dispatch Manager

RE: Radio Site co-location agreements with the Alberni Clayoquot Regional District

Purpose

This is a recommendation report for the North Island 9-1-1 Corporation (NI 911 Corp) to enter into two radio site co-location agreements with the Alberni Clayoquot Regional District (ACRD).

Policy analysis

No board policy exists.

Executive summary

Staff have identified two potential new radio site locations that will serve the NI 911 Corp well in the delivery of fire dispatch services to the four fire departments located in the Alberni Valley. Each site is located on property owned by the Alberni Clayoquot Regional District which provides NI 911 Corp the benefit of long term operational and financial certainty.

Site #1 is located on Kitsuksis Road at an ACRD owned water reservoir. This site will be the primary dispatch repeater for City of Port Alberni, Beaver Creek and Cherry Creek. The annual co-location fees will be \$1000 for NI 911 Corp to install a radio antenna on top of the water reservoir including power consumption.

Site #2 is located at 9501 Faber Road which is the Sproat Lake #2 Fire Station. This site will be the primary dispatch repeater for the Sproat Lake Fire Department with additional benefits to the City of Port Alberni who provide road rescue services along the Pacific Rim Hwy 4. There will not be any co-location fees for NI 911 Corp to install a 60 foot tower and radio repeater system at this site.

Recommendation(s) from the secretary:

THAT The North Island 9-1-1 Corporation enter into two co-location agreements with the Alberni Clayoquot Regional District for radio sites located at the Kitsuksis Road water reservoir and 9501 Faber Road, AND FURTHER THAT these two agreements take effect January 1, 2016 for a term of five (5) years with an option to renew for another five (5) years.

Respectfully:

Debra Oakman, CMA
Secretary

History/background factors

After receiving an ultimatum in December 2014 from the representative of a private landowner, the North Island 9-1-1 Corporation removed its communication equipment from a Chek TV owned tower site on Mt. Horne in the Alberni Clayoquot Regional District. The equipment was relocated to the Port Alberni Fire Hall on an interim basis until such time that staff identified a suitable long term site. The equipment provides critical paging and radio coverage for the following fire departments in the Alberni Valley: Beaver Creek, Cherry Creek, Port Alberni and Sproat Lake.

Financial factors

The ongoing operating cost is \$1000 per year for one agreement. The second agreement does not have a compensation clause.

Legal factors

NI 911 Corp staff will provide the ACRD with draft agreements using the co-location template created by a solicitor for the NI 911 Corp in 2012.

Intergovernmental factors

NI 911 Corp staff have received provisional approval from ACRD staff including the Chief Administrative Officer and the Sproat Lake Fire Chief. ACRD staff have requested that the draft agreements be prepared and submitted for consideration and approval by the Alberni Clayoquot Regional District Board of Directors.

Prepared by:

Concurrence:

Chris Vrabel
Fire Dispatch Manager

First and last name
Title

THIS AGREEMENT made this January 1, 2016.

BETWEEN: **ALBERNI-CLAYOQUOT REGIONAL DISTRICT**
3008 5th Ave
Port Alberni, BC V9Y 2E3

hereinafter called the “Licensor”

AND: **NORTH ISLAND 9-1-1 CORPORATION**
600 Comox Road
Courtenay, BC V9N 3P6

hereinafter called the “Licensee”

Whereas:

- A. The Licensee desires to install certain communication equipment, as detailed on Appendix “A” (the “Equipment”), on the Licensor’s tower site located at Kitsuksis Road Water Reservoir as illustrated on the Site Map (the “Premises”); and
- C. The parties hereto wish to enter into this Agreement whereby the Licensor shall grant to the Licensee a non-exclusive licence to install the Equipment on the Premises as set out herein (the “Licence”).

NOW THEREFORE WITNESS that the parties hereto, subject to and in consideration of the terms, covenants, and conditions hereinafter set forth, mutually covenant and agree with each other as follows:

1. TERM

The Licence is for a term of five (5) years commencing on the January 1, 2016 and terminating on the December 31, 2020 (the “Term”) subject to earlier termination in accordance with this Agreement.

The Licensee is hereby given the option to renew this Licence for one further period of five (5) years on all the same terms and conditions as written herein, save and except that this option to renew shall be excluded from the said terms and conditions of any such renewal, and that the fee to be paid by the Licensee to the Licensor for the renewal term shall be renegotiated to the mutual acceptance of the parties hereunto provided that exercise of this option to renew shall be by written notice to the Licensor not less than six (6) months prior to the expiry of the Term herein created.

2. PAYMENT

The Licensee hereby agrees to pay the Licensor an annual fee for the Licence of \$1000.00 per year for the duration of the Term, payable in advance on an annual basis by January 15 of each year of the Term.

The Licensee’s obligation to pay money to the Licensor is subject to the *Financial Administration Act*, R.S.B.C. 1996, c. 138, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Unless otherwise specified in this Agreement, all references to money are in Canadian dollars.

3. USE OF THE SITE

The Licensor agrees to permit the Licensee to install the Equipment onto the Premises. The Licensee does hereby acknowledge and agree that the License granted herein is a non-exclusive license and further acknowledges and agrees that the Licensor may use the Premises and grant licenses to third parties to use the Premises concurrently with the Licensee.

The Licensee shall assume all costs for the installation of their Equipment, and feed lines. If power problems arise as a result of operation of the Licensee's Equipment, the Licensee shall be totally responsible to rectify the same forthwith at its sole cost.

The Licensee shall indemnify and save harmless the Licensor from any loss, expenses, costs, legal fees and damage and against any and all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made arising from any act or omission of the Licensee or any person for whom the Licensee is at law responsible.. Without limiting the generality of the foregoing, the Licensee shall, at its own expense, use all possible means and/or precautions to mitigate and, if possible, to prevent physical, inductive or electrolytic interference between its installations and those of the Licensor and/or any other person now contracted to be upon the Premises. In the event that such ways, means and/or precautions are insufficient, in the reasonable opinion of the Licensor to eliminate or sufficiently reduce the interference coming from or emitting from the Licensee's equipment or installation, the Licensee shall, at its own risk and expense, and within thirty days of the Licensor sending it written notice to do so, remove from the Premises all such installations or parts thereof which, in the reasonable opinion of the Licensor, cause such interference.

The Licensor agrees that, during the Term, it will not modify, reconfigure, change or replace the Licensor's equipment or the tower site in such a way as to render the Licensor's equipment in any way incompatible with any of the Licensee's Equipment.

The Licensee shall not install any Equipment or any supporting connections thereof which in any manner or which in any way interferes with, harms, hinders or otherwise diminishes the use by the Licensor of any of such Licensor's equipment and further, prior to installing any of the Equipment the Licensee shall submit a detailed plan including drawings outlining how and where the Equipment will be installed on the tower site and which shall be subject to the Licensor's prior written consent, acting reasonably.

The Licensee accepts complete responsibility for maintenance and repair of the Equipment and related components. The Licensee further accepts complete responsibility for damage caused to any and other equipment, improvements, installations situate on Premises and the Kitsuksis Road Water Reservoir site where any such damage is caused by any acts of the Licensee in either installing, maintaining, repairing or otherwise dealing with Equipment between the Licensee or its agents or employees dealing with installing the Equipment.

The Licensor agrees with the Licensee that unattended access to the Premises will be granted on a 24-hour per day 7 day per week basis to authorized personnel of the Licensee for the purpose of installation, inspection and repair of the Equipment.

The Equipment shall at all times while upon the Premises of the Licensor be and remain the property of the Licensee and the Licensor shall not become liable to the Licensee for loss and/or damage to such Equipment unless such a loss or damage is due to the negligence of the Licensor, or any person working under the direction or at the request of the Licensor.

For further clarity the Licensor agrees that the Equipment, even when affixed to the Premises remains the property of the Licensee and the Licensor further agrees that it has no right, title or interest in the Equipment. The Licensor agrees that, subject to the provisions of this Agreement, the Licensee may remove or alter any of its Equipment at any time. The Licensor will use reasonable efforts to obtain the consent of the landowner to the removal of the Equipment in the time period specified in section 7 of this Agreement under the licence of occupation pursuant to which the Licensor grants this licence to the Licensee.

All costs associated with the provision of AC power to the Premises, both capital and operating; together with any and all other capital costs incurred at any time during the Term shall be borne by the Licensor. Prior to the Licensee installing any of its Equipment on the Premises, the Licensee will communicate with the Licensor as to where it wishes to install any such equipment and no such equipment will be installed without the Licensor's prior written consent as to exactly where on the Premises where such Equipment will be installed, acting reasonably.

4. LICENCES AND PERMITS

The Licensee shall, at its own risk and expense, obtain and keep in force all necessary licenses and permits of any competent authority having jurisdiction respecting the installation, operation, and maintenance of the Equipment as herein contemplated, and shall comply in all respects with all rules, regulation and/or statues now or hereafter in force and affecting the installation, operation, and maintenance of such Equipment.

5. REPRESENTATIONS AND WARRANTIES

The Licensor represents and warrants to the Licensee as follows:

- i. it has the requisite authority to grant to the Licensee the Licence for the Premises;
- ii. the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it or a default by it under any contract or agreement granting the Licensor the rights to use or occupy the Premises;
- iii. the Premises, in its existing and prior uses, complies with, and the Licensor is not in violation of and has not violated, in relation to its ownership, use, maintenance or operation, any applicable federal, provincial, municipal or local laws, regulations, orders or approvals relating to environmental matters or any other agreement that affects the Licensor's use and occupation of the Site;
- iv. to the knowledge of the Licensor without having made any specific inquiry thereto, no hazardous or toxic materials, substances, pollutants, contaminants, or wastes have been discharged into the environment, or deposited, discharged, placed or disposed of at, on or near the Premises;

The Licensee represents and warrants to the Licensor as follows:

- i. it has the requisite authority to enter into this Agreement;
- ii. the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it or a default under any other agreement or under its

constating documents;

- iii. its use of the Premises for the purpose of operating its Equipment will comply with and not be in violation of or violate any rules concerning ownership, use, maintenance, operation or any applicable Federal, provincial, municipal or local laws, regulations, orders or approvals relating to operational or environment matters, or any other agreement to which the Licensee is a party; and
- iv. to the knowledge of the Licensee, the Equipment contains no hazardous or toxic materials, substances, pollutants, PCB's, contaminants or wastes which may violate or be in breach of any environmental laws whatsoever.

6. INDEMNITY AND INSURANCE

- 6.1 The Licensee shall indemnify and save harmless the Licensor against all claims and demands which may be brought against or made upon the Licensor and against all loss, liability, judgment, costs, damages or expenses which the Licensor or any third parties may suffer arising from or incidental to the Licensee's installation and operation and maintenance of the said Equipment, PROVIDED HOWEVER, that the Licensee shall not be liable under this clause if the damage arose as a result of the negligence of the Licensor or any person working under the direction or at the request of the Licensor.

The Licensee shall indemnify and save harmless the Licensor from any liability for the death of or injury to any person that arises from or is incidental to the Licensee's installation and, operation and maintenance of the said Equipment, provided, however, the Licensee shall not be liable under this clause if the injury or death arose as a result of the negligence of the Licensor or any person working under the direction or at the request of the Licensor.

Environmental Indemnity. The Licensee will indemnify, save harmless and defend the Licensor and the Licensor's representatives from and against all losses, expenses (including investigation and remediation expenses), claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs and liabilities including, without limitation, any reduction in the market value of the Premises, damages for loss or restriction in use of the Premises, sums paid in settlement of claims, legal fees, consultants' fees and experts' fees which arise during or after the Term and are in any manner based upon, arise out of or are connected with (a) the presence or suspected presence of any hazardous substance or any other contamination on the Premises or Released from the Premises which has been caused by, contributed to or aggravated by the Licensee, the Licensee's Representatives or any other person for whom the Licensee is responsible in law or who is on the Premises as a result of the Licensee's use or occupancy thereof; or (b) any breach by the Licensee of this Agreement. For greater certainty, this indemnity applies to expenses incurred by the Licensor to investigate and remediate contamination even if not required to do so by a governmental authority or by law.

- 6.2 The Licensee shall:
- (a) without limiting its obligations or liabilities under this Agreement, at its sole expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting the Licensor as an additional insured in an amount of

not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Premises;

- (b) on the commencement date of the Term and immediately upon demand, deliver to the Licensor a completed certificate of insurance in form and content satisfactory to the Licensor, acting reasonably, as may be reasonably required by the Licensor for all insurance required to be maintained by the Licensee under this Agreement;
- (c) ensure that all insurance required to be maintained by the Licensee under this Agreement is:
 - (i) placed with insurers licensed in British Columbia,
 - (ii) primary and does not require the sharing of any loss by any insurer that insures the Licensor, and
 - (iii) endorsed to provide the Licensor with 30 days' advance written notice of cancellation or material change; and
 - (iv) deliver or cause to be delivered to the Licensor, immediately upon demand, certified copies of all policies of insurance required to be maintained by the Licensee under this Agreement.

6.3 The Licensee acknowledges that the Licensor may, from time to time, notify the Licensee to:

- a) change the amount of insurance set out in subsection 6.2 (a); and
- b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by the Licensee under this Agreement;

7. TERMINATION

It is agreed that this Agreement may be terminated without cause by either party providing to the other party (1) year written notice of such termination.

Notwithstanding the foregoing, in the event that the rights of the Licensor to the use of the Premises under any licence of occupation or lease from the landlord, owner or the original licensor are cancelled or terminated, then the Licensor shall provide the Licensee with notice as soon as reasonably possible and this Agreement and the Licence shall be immediately terminated.

Upon termination of this Agreement, the Licensee shall dismantle and remove its Equipment from the Premises provided that if the Licensee does not remove the said Equipment from the Premises no later than 30 days after termination, the Licensor may remove it and the Licensee shall forthwith reimburse the Licensor for the cost of so doing. Further, the Licensee shall be liable to the Licensor for any damage that is caused to the Premises or the Kitsuksis Road Water Reservoir site of any other users of the Site caused by the removal of the Licensee's Equipment, unless the damage is the result of the negligence of the Licensor or any person working under the direction or at the request of the Licensor.

8. NOTICES

Whenever in this Licence it is required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, the same shall be in writing and shall be sufficiently communicated if sent by priority mail, to the Licensor at the following address:

ALBERNI-CLAYOQUOT REGIONAL DISTRICT
3008 5th Ave

Port Alberni, BC V9Y 2E3

And to the Licensee at the following address:

NORTH ISLAND 9-1-1 CORPORATION

600 Comox Road

Courtenay, BC V9N 3P6

and, if forwarded by priority mail, shall be deemed to have been served on the fifth business day following the date it was mailed.

9. **GENERAL**

- a) Neither this Agreement, nor the Licence nor any of the rights and privileges herein granted may be assigned by the Licensee without the prior written consent of the Licensor not to be unreasonably withheld.
- b) No partnership, joint venture, agency or other legal entity will be created by or deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement. The Licensor is an independent contractor and not the servant, employee or agent of the Licensee.
- c) This Agreement is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- d) No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement.
- e) This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- f) Time is of the essence in this Agreement.
- g) No modification of this Agreement is effective unless it is in writing and signed by the parties.
- h) This Agreement and any modification of it constitute the entire agreement between the parties with respect to the subject matter of the Agreement.

10. **DISPUTE RESOLUTION**

- 10.1 If any disputes arise under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to Section 10.4, if a dispute under this Agreement cannot be resolved under Section 10.1 either party may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act of British Columbia*;
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia;

10.4 A dispute under this Agreement in respect of a matter within the Licensor's sole discretion cannot, unless the Licensor agrees, be referred to arbitration as set out in section 10.2.

11. The schedules to this Agreement are part of this Agreement. If there is a conflict between a provision in any schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
12. This Agreement may be entered into by each party signed a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.

The parties hereto agree to the above terms and conditions and have executed this Licence as of the date first written above.

North Island 9-1-1 Corporation

Name

Signature

Name

Signature

Alberni-Clayoquot Regional District

Name

Signature

Name

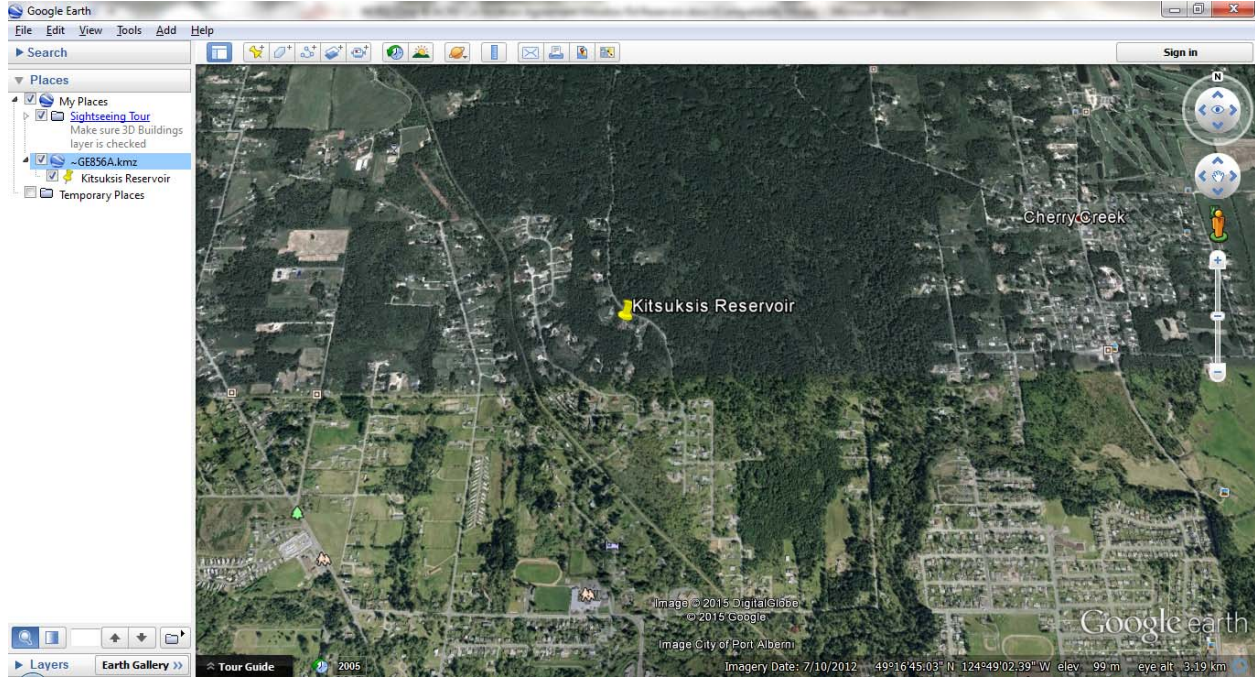
Signature

APPENDIX A – LIST OF LICENSEE’S EQUIPMENT

- One two bay Comprod Antenna 70-872F
- One duplexer
- One VHF radio repeater
- One 12 volt battery charger
- Two 12 volt batteries
- One enclosure for radio to house radio equipment
- Coax cable between radio equipment and antenna

Site Map

49 Degrees, 16 Minutes, 45 Seconds N
124 Degrees, 48 Minutes, 54 Seconds W



THIS AGREEMENT made this January 1, 2016.

BETWEEN: **ALBERNI-CLAYOQUOT REGIONAL DISTRICT**

3008 5th Ave
Port Alberni, BC V9Y 2E3

hereinafter called the “Licensor”

AND: **NORTH ISLAND 9-1-1 CORPORATION**

600 Comox Road
Courtenay, BC V9N 3P6

hereinafter called the “Licensee”

Whereas:

- A. The Licensee desires to install certain communication equipment, as detailed on Appendix “A” (the “Equipment”), on the Licensor’s tower site located at 9501 Faber Road as illustrated on the Site Map (the “Premises”); and
- C. The parties hereto wish to enter into this Agreement whereby the Licensor shall grant to the Licensee a non-exclusive licence to install the Equipment on the Premises as set out herein (the “Licence”).

NOW THEREFORE WITNESS that the parties hereto, subject to and in consideration of the terms, covenants, and conditions hereinafter set forth, mutually covenant and agree with each other as follows:

1. TERM

The Licence is for a term of five (5) years commencing on the January 1, 2016 and terminating on the December 31, 2020 (the “Term”) subject to earlier termination in accordance with this Agreement.

The Licensee is hereby given the option to renew this Licence for one further period of five (5) years on all the same terms and conditions as written herein, save and except that this option to renew shall be excluded from the said terms and conditions of any such renewal, and that the fee to be paid by the Licensee to the Licensor for the renewal term shall be renegotiated to the mutual acceptance of the parties hereunto provided that exercise of this option to renew shall be by written notice to the Licensor not less than six (6) months prior to the expiry of the Term herein created.

2. PAYMENT

The Licensee hereby agrees to pay the Licensor an annual fee for the Licence of \$1.00 per year for the duration of the Term, payable in advance on an annual basis by January 15 of each year of the Term.

The Licensee’s obligation to pay money to the Licensor is subject to the *Financial Administration Act*, R.S.B.C. 1996, c. 138, which makes that obligation subject to an

appropriation being available in the fiscal year of the Province during which payment becomes due.

Unless otherwise specified in this Agreement, all references to money are in Canadian dollars.

3. USE OF THE SITE

The Licensor agrees to permit the Licensee to install the Equipment onto the Premises. The Licensee does hereby acknowledge and agree that the License granted herein is a non-exclusive license and further acknowledges and agrees that the Licensor may use the Premises and grant licenses to third parties to use the Premises concurrently with the Licensee.

The Licensee shall assume all costs for the installation of their Equipment, and feed lines. If power problems arise as a result of operation of the Licensee's Equipment, the Licensee shall be totally responsible to rectify the same forthwith at its sole cost.

The Licensee shall indemnify and save harmless the Licensor from any loss, expenses, costs, legal fees and damage and against any and all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made arising from any act or omission of the Licensee or any person for whom the Licensee is at law responsible.. Without limiting the generality of the foregoing, the Licensee shall, at its own expense, use all possible means and/or precautions to mitigate and, if possible, to prevent physical, inductive or electrolytic interference between its installations and those of the Licensor and/or any other person now contracted to be upon the Premises. In the event that such ways, means and/or precautions are insufficient, in the reasonable opinion of the Licensor to eliminate or sufficiently reduce the interference coming from or emitting from the Licensee's equipment or installation, the Licensee shall, at its own risk and expense, and within thirty days of the Licensor sending it written notice to do so, remove from the Premises all such installations or parts thereof which, in the reasonable opinion of the Licensor, cause such interference.

The Licensor agrees that, during the Term, it will not modify, reconfigure, change or replace the Licensor's equipment or the tower site in such a way as to render the Licensor's equipment in any way incompatible with any of the Licensee's Equipment.

The Licensee shall not install any Equipment or any supporting connections thereof which in any manner or which in any way interferes with, harms, hinders or otherwise diminishes the use by the Licensor of any of such Licensor's equipment and further, prior to installing any of the Equipment the Licensee shall submit a detailed plan including drawings outlining how and where the Equipment will be installed on the tower site and which shall be subject to the Licensor's prior written consent, acting reasonably.

The Licensee accepts complete responsibility for maintenance and repair of the Equipment and related components. The Licensee further accepts complete responsibility for damage caused to any and other equipment, improvements, installations situate on Premises and the 9501 Faber Road site where any such damage is caused by any acts of the Licensee in either installing, maintaining, repairing or otherwise dealing with Equipment between the Licensee or its agents or employees dealing with installing the Equipment.

The Licensor agrees with the Licensee that unattended access to the Premises will be granted on a 24-hour per day 7 day per week basis to authorized personnel of the Licensee for the purpose of installation, inspection and repair of the Equipment.

The Equipment shall at all times while upon the Premises of the Licensor be and remain the property of the Licensee and the Licensor shall not become liable to the Licensee for loss and/or damage to such Equipment unless such a loss or damage is due to the negligence of the Licensor, or any person working under the direction or at the request of the Licensor.

For further clarity the Licensor agrees that the Equipment, even when affixed to the Premises remains the property of the Licensee and the Licensor further agrees that it has no right, title or interest in the Equipment. The Licensor agrees that, subject to the provisions of this Agreement, the Licensee may remove or alter any of its Equipment at any time. The Licensor will use reasonable efforts to obtain the consent of the landowner to the removal of the Equipment in the time period specified in section 7 of this Agreement under the licence of occupation pursuant to which the Licensor grants this licence to the Licensee.

All costs associated with the provision of AC power to the Premises, both capital and operating; together with any and all other capital costs incurred at any time during the Term shall be borne by the Licensor. Prior to the Licensee installing any of its Equipment on the Premises, the Licensee will communicate with the Licensor as to where it wishes to install any such equipment and no such equipment will be installed without the Licensor's prior written consent as to exactly where on the Premises where such Equipment will be installed, acting reasonably.

4. LICENCES AND PERMITS

The Licensee shall, at its own risk and expense, obtain and keep in force all necessary licenses and permits of any competent authority having jurisdiction respecting the installation, operation, and maintenance of the Equipment as herein contemplated, and shall comply in all respects with all rules, regulation and/or statues now or hereafter in force and affecting the installation, operation, and maintenance of such Equipment.

5. REPRESENTATIONS AND WARRANTIES

The Licensor represents and warrants to the Licensee as follows:

- i. it has the requisite authority to grant to the Licensee the Licence for the Premises;
- ii. the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it or a default by it under any contract or agreement granting the Licensor the rights to use or occupy the Premises;
- iii. the Premises, in its existing and prior uses, complies with, and the Licensor is not in violation of and has not violated, in relation to its ownership, use, maintenance or operation, any applicable federal, provincial, municipal or local laws, regulations, orders or approvals relating to environmental matters or any other agreement that affects the Licensor's use and occupation of the Site;
- iv. to the knowledge of the Licensor without having made any specific inquiry thereto, no hazardous or toxic materials, substances, pollutants, contaminants, or wastes have been discharged into the environment, or deposited, discharged, placed or disposed of at, on or near the Premises;

The Licensee represents and warrants to the Licensor as follows:

- i. it has the requisite authority to enter into this Agreement;
- ii. the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it or a default under any other agreement or under its constating documents;
- iii. its use of the Premises for the purpose of operating its Equipment will comply with and not be in violation of or violate any rules concerning ownership, use, maintenance, operation or any applicable Federal, provincial, municipal or local laws, regulations, orders or approvals relating to operational or environment matters, or any other agreement to which the Licensee is a party; and
- iv. to the knowledge of the Licensee, the Equipment contains no hazardous or toxic materials, substances, pollutants, PCB's, contaminants or wastes which may violate or be in breach of any environmental laws whatsoever.

6. INDEMNITY AND INSURANCE

- 6.1 The Licensee shall indemnify and save harmless the Licensor against all claims and demands which may be brought against or made upon the Licensor and against all loss, liability, judgment, costs, damages or expenses which the Licensor or any third parties may suffer arising from or incidental to the Licensee's installation and operation and maintenance of the said Equipment, PROVIDED HOWEVER, that the Licensee shall not be liable under this clause if the damage arose as a result of the negligence of the Licensor or any person working under the direction or at the request of the Licensor.

The Licensee shall indemnify and save harmless the Licensor from any liability for the death of or injury to any person that arises from or is incidental to the Licensee's installation and, operation and maintenance of the said Equipment, provided, however, the Licensee shall not be liable under this clause if the injury or death arose as a result of the negligence of the Licensor or any person working under the direction or at the request of the Licensor.

Environmental Indemnity. The Licensee will indemnify, save harmless and defend the Licensor and the Licensor's representatives from and against all losses, expenses (including investigation and remediation expenses), claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs and liabilities including, without limitation, any reduction in the market value of the Premises, damages for loss or restriction in use of the Premises, sums paid in settlement of claims, legal fees, consultants' fees and experts' fees which arise during or after the Term and are in any manner based upon, arise out of or are connected with (a) the presence or suspected presence of any hazardous substance or any other contamination on the Premises or Released from the Premises which has been caused by, contributed to or aggravated by the Licensee, the Licensee's Representatives or any other person for whom the Licensee is responsible in law or who is on the Premises as a result of the Licensee's use or occupancy thereof; or (b) any breach by the Licensee of this Agreement. For greater certainty, this indemnity applies to expenses incurred by the Licensor to investigate and remediate contamination even if not required to do so by a governmental authority or by law.

- 6.2 The Licensee shall:

- (a) without limiting its obligations or liabilities under this Agreement, at its sole expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting the Licensor as an additional insured in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Premises;
- (b) on the commencement date of the Term and immediately upon demand, deliver to the Licensor a completed certificate of insurance in form and content satisfactory to the Licensor, acting reasonably, as may be reasonably required by the Licensor for all insurance required to be maintained by the Licensee under this Agreement;
- (c) ensure that all insurance required to be maintained by the Licensee under this Agreement is:
 - (i) placed with insurers licensed in British Columbia,
 - (ii) primary and does not require the sharing of any loss by any insurer that insures the Licensor, and
 - (iii) endorsed to provide the Licensor with 30 days' advance written notice of cancellation or material change; and
 - (iv) deliver or cause to be delivered to the Licensor, immediately upon demand, certified copies of all policies of insurance required to be maintained by the Licensee under this Agreement.

6.3 The Licensee acknowledges that the Licensor may, from time to time, notify the Licensee to:

- a) change the amount of insurance set out in subsection 6.2 (a); and
- b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by the Licensee under this Agreement;

7. TERMINATION

It is agreed that this Agreement may be terminated without cause by either party providing to the other party (1) year written notice of such termination.

Notwithstanding the foregoing, in the event that the rights of the Licensor to the use of the Premises under any licence of occupation or lease from the landlord, owner or the original licensor are cancelled or terminated, then the Licensor shall provide the Licensee with notice as soon as reasonably possible and this Agreement and the Licence shall be immediately terminated.

Upon termination of this Agreement, the Licensee shall dismantle and remove its Equipment from the Premises provided that if the Licensee does not remove the said Equipment from the Premises no later than 30 days after termination, the Licensor may remove it and the Licensee shall forthwith reimburse the Licensor for the cost of so doing. Further, the Licensee shall be liable to the Licensor for any damage that is caused to the Premises or the 9501 Faber Road site of any other users of the Site caused by the removal of the Licensee's Equipment, unless the damage is the result of the negligence of the Licensor or any person working under the direction or at the request of the Licensor.

8. NOTICES

Whenever in this Licence it is required or permitted that notice or demand be given or served

by either party to this Agreement to or on the other, the same shall be in writing and shall be sufficiently communicated if sent by priority mail, to the Licensor at the following address:

ALBERNI-CLAYOQUOT REGIONAL DISTRICT

3008 5th Ave
Port Alberni, BC V9Y 2E3

And to the Licensee at the following address:

NORTH ISLAND 9-1-1 CORPORATION

600 Comox Road
Courtenay, BC V9N 3P6

and, if forwarded by priority mail, shall be deemed to have been served on the fifth business day following the date it was mailed.

9. GENERAL

- a) Neither this Agreement, nor the Licence nor any of the rights and privileges herein granted may be assigned by the Licensee without the prior written consent of the Licensor not to be unreasonably withheld.
- b) No partnership, joint venture, agency or other legal entity will be created by or deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement. The Licensor is an independent contractor and not the servant, employee or agent of the Licensee.
- c) This Agreement is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- d) No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement.
- e) This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- f) Time is of the essence in this Agreement.
- g) No modification of this Agreement is effective unless it is in writing and signed by the parties.
- h) This Agreement and any modification of it constitute the entire agreement between the parties with respect to the subject matter of the Agreement.

10. DISPUTE RESOLUTION

- 10.1 If any disputes arise under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to Section 10.4, if a dispute under this Agreement cannot be resolved under Section 10.1 either party may refer the dispute to arbitration conducted by a sole

arbitrator appointed pursuant to the *Commercial Arbitration Act of British Columbia*;

10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia;

10.4 A dispute under this Agreement in respect of a matter within the Licensor's sole discretion cannot, unless the Licensor agrees, be referred to arbitration as set out in section 10.2.

11. The schedules to this Agreement are part of this Agreement. If there is a conflict between a provision in any schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.

12. This Agreement may be entered into by each party signed a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.

The parties hereto agree to the above terms and conditions and have executed this Licence as of the date first written above.

Authorized Signatories:

North Island 9-1-1 Corporation

Name

Signature

Name

Signature

Name

Signature

Name

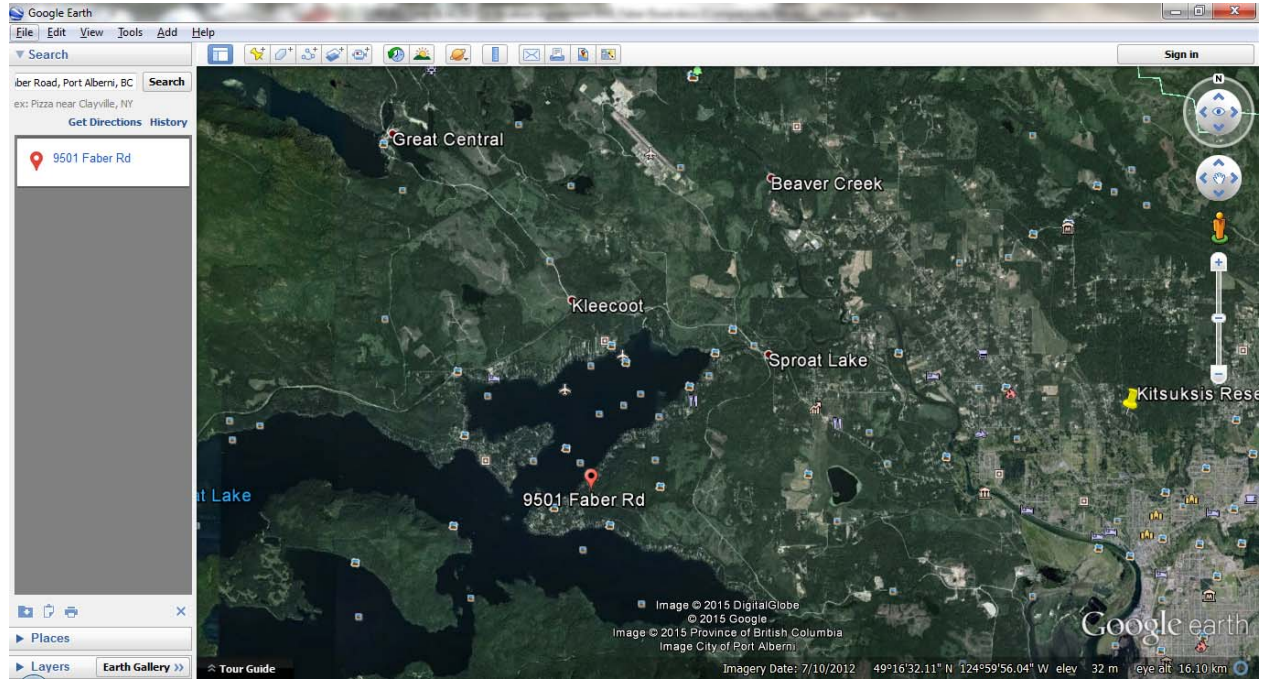
Signature

APPENDIX A – LIST OF LICENSEE’S EQUIPMENT

- One four bay Comprod Antenna 70-874F
- One duplexer
- One thirty (30) foot tower support for the antenna
- One VHF repeater
- One 12 volt battery charger
- Two 12 volt batteries
- One 84” x 19” equipment rack
- Coax cable between radio equipment and antenna

Site Map

49 Degrees, 16 Minutes, 32 Seconds N
124 Degrees, 59 Minutes, 56 Seconds W





REQUEST FOR DECISION

To: Board of Directors

From: Andrew McGifford, Acting Manager of Finance/Manager of Environmental Services

Meeting Date: October 28, 2015

Subject: Building Inspection truck purchase

Recommendation:

THAT the Alberni-Clayoquot Regional District Board of Directors authorize the purchase of a 2010 Dodge Ram 1500 SLT 4x4 truck for the Building Inspection Service area from Alberni Chrysler in the amount of \$21,339 plus GST & PST.

Summary:

The ACRD planned to replace the 2007 Jeep Liberty for the Building Inspection department in the 2016 Capital Plan. That vehicle was repurposed in September of this year for the travel required by the staff on the West Coast from Long Beach Airport to Salmon Beach twice per week. Building Inspection currently has a full compliment of staff and the department requires the vehicle in 2015 to enable work to be completed efficiently and as required. The vehicle chosen must stand up to weekly trips to Bamfield and Salmon Beach.

Request for Quotes were sent out twice. After getting limited results the first round, the request was expanded to include older vehicles. The selected vehicle is well within the planned budget and the kilometers are very low, also it was purchased locally and has been maintained at the local dealer. The condition of the vehicle is excellent and also was the lowest priced that met the new requirements. The complete listings of quotes are as follows without applicable taxes:

- | | |
|---|-------------|
| 1. 2010 Dodge Ram 1500 SLT 4x4 (Alberni Chrysler) | \$21,339.00 |
| 2. 2011 Dodge Ram Larmie (NexCar) | \$25,650.00 |
| 3. 2012 GMC Sierra (Pacific Chev) | \$31,500.00 |
| 4. 2015 Toyota Tacoma SR5 4x4 (Alberni Chrysler) | \$34,128.48 |

Time Requirements – Staff & Elected Officials:

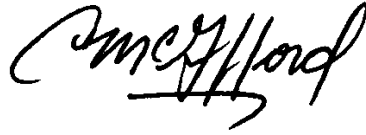
Minimal staff time will be required.

Financial:

The 2015-19 capital expenditures did not included the purchase of the truck for Building Inspection in 2015; it was planned in 2016 for \$35,000. The total cost of the purchase will be \$22,832.73 and there will be some decaling cost once acquired. This purchase will need to have the 2015-19 Financial Plan amended if approved and done at the end of November with the other amendments required.

Policy or Legislation:

The purchase must be approved by the Board of Director in accordance with the ACRD purchasing policy.



Approved by: _____
Andrew McGifford, Acting Manager of Finance/Manager of Environmental Services

Approved by: _____
Russell Dyson, Chief Administrative Officer



REQUEST FOR QUOTATION

The Alberni-Clayoquot Regional District invites your company to submit quotes for a ½ tonne truck.

Specifications:

- 2010 or newer
- Approximately 100 000 km's or less
- Extended cab
- Short box
- 4 X 4
- Air conditioning
- Flexible fuel is a preferred option, no diesel
- Equipped with 10 ply tires
- Power windows and locks
- Automatic transmission
- Tow package installed including functioning electrical connection
- White exterior is preferable

Please submit two proposals:

1. Truck with matching, full size canopy
2. Truck with no canopy or cover of any kind

Proposals stating purchase price, vehicle specifications and history must be submitted by 9:00 pm on Wednesday, October 23rd, 2015

RFQ Submission Procedure:

All quotes are to be marked Administration Office Truck and be received at the ACRD administrative building by **9:00 pm on Wednesday, October 23rd, 2015**. Send to luc.stefani@acrd.bc.ca , fax to (250) 723-1327 or submit by hand or mail to 3008, Fifth Avenue, Port Alberni, BC, V9Y 2E3.

ENQUIRIES:

Luc Stefani – Property Maintenance Coordinator

Alberni-Clayoquot Regional District

3008, Fifth Avenue

Port Alberni, BC, V9Y 2E3

If you have any questions regarding this Request for Quotation please do not hesitate to call.

Telephone is (250) 720-2716 or via e-mail at luc.stefani@acrd.bc.ca

Truck #1 - white 2010 Dodge Ram 1500 SLT 4x4 \$21,399.00 + tax

- approximately 65,000KMs
- equipped with 10 ply BFG All-Terrain tires (4)
 - 4 doors
 - short box
 - 4x4
- air conditioning
- keyless entry
- power windows
- power locks
- power sliding rear window
- power mirrors heated mirrors
- power adjustable driver's seat
- 12V auxiliary power outlet
- automatic headlamps
- variable intermittent windshield wipers
- XM satellite radio
- auxiliary audio inputs
- Bluetooth with voice command
- auto dimming rear view mirror
- tinted windows
- stability control
- 4x4 shift on the fly
- locking tailgate
- 4 wheel disk brakes
- halogen headlamps
- full size spare tire
- automatic transmission
- anti-spin differential axel
- tire pressure monitors
- 5.7L Hemi engine with multi displacement system (MDS)
- tow package
- 160 amp alternator
- heavy duty shock absorbers
- heavy duty transmission oil cooler
- heavy duty engine cooling
- trailer brake controller
- 7 pin & 4 pin trailer wiring harness
- class IV tow hitch
- 10,000 LB towing capacity
- fuel economy - regular 87 octane
 - city 18.0 L/100KM 16 MPG (imperial)
 - highway 12.7 L/100KM 22 MPG (imperial)
 - combined 15.6 L/100KM 18 MPG (imperial)

(fuel economy ratings provided are based on the NEW improved testing procedure to determine the actual, real-world fuel consumption ratings of the vehicle)

Photos

2611 PORT ALBERNI HIGHWAY, PORT ALBERNI, BC V9Y8P2

SALES : 1 888-439-4625

Alberni Chrysler
2010 Dodge Ram 1500



Packages & Options

Additional Options

- Tachometer
- Passenger Airbag

Vehicle Comments

Comments: One owner, tow package, running boards, heated outside mirrors, keyless entry, air conditioning, cruise control, tinted windows, power windows, door locks and mirrors. This crew cab 4X4 pickup has 64675 kms. It's white in colour and is accident free [CarProof Report \(https://reports.carproof.com/main?id=6eLw0PPfjA%2bQTGhFdcJ9yJLOHxlikEg\)](https://reports.carproof.com/main?id=6eLw0PPfjA%2bQTGhFdcJ9yJLOHxlikEg). Alberni Chrysler is the smart choice for buying a used car. Get the quality, value and peace of mind you need from a company you trust.

Our One Price, One Promise guarantee sets Alberni Chrysler apart from the rest by having our absolute best price posted on all used vehicles.

Buy Pre-Owned with Peace of Mind. We offer a 3 months/5000km powertrain warranty on all used vehicles. Our 170 point inspection is designed to meet our highest possible standards. We take pride in each step of our inspection process so you'll be completely satisfied with your new vehicle. Alberni Chrysler is the smart choice for buying a used car. Get the quality, value and peace of mind you need from a company you trust. Come by and check out our fleet of 70+ used cars and trucks and 70+ new cars and trucks for sale in Port Alberni.

Detailed Specifications

Convenience Features

Detailed Pricing

[Click Here For Video](#)
Internet Price \$23,500

Sample Payment: **\$442** /mo
 60 Months @ 4.9% A.P.R. (estimated financing rate)

[Calculate Another Payment](#)



[Click Here For Video](#)



VEHICLE HISTORY REPORT

CarProof Claims BC



VEHICLE DETAILS:

VIN: 1D7RV1CT8AS255124
Year/Make/Model: 2010 DODGE Ram 1500
Body Style: Pickup
Country of Assembly: United States
Cylinders: 8
Fuel Type: Gas

REPORT DETAILS:

Report Number: 11144649
Report Date: 7/27/2015 07:51 PM EST
Report Status: Complete
Reference: 155491A

REPORT SUMMARY

	Accidents / Damage:	No damage records found
	Canadian Registration:	British Columbia (Normal)
	Stolen Status:	Not declared stolen
	U.S. History:	No U.S. history found
	Recalls:	1 recall notice(s) found

QUESTIONS?

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1.866.835.8612

EMAIL
support@carproof.com

CarProof®

Report Findings in Chronological Order

CarProof

Below are all records for the vehicle, listed in the order that they occurred.

Date	Location	Data Source	Type of Record	Detail	Odometer
07/24/2010	PORT ALBERNI, British Columbia, Canada	Motor Vehicle Dept.	Canadian Renewal	CANADIAN RENEWAL	
01/07/2011	PORT ALBERNI, British Columbia, Canada	Motor Vehicle Dept.	Canadian Renewal	CANADIAN RENEWAL	
12/31/2011	PORT ALBERNI, British Columbia, Canada	Motor Vehicle Dept.	Canadian Renewal	CANADIAN RENEWAL	
01/05/2013	PORT ALBERNI, British Columbia, Canada	Motor Vehicle Dept.	Canadian Renewal	CANADIAN RENEWAL	
02/13/2013		DODGE	Recall *	Manufacturer Recall Issued Recall # 13V-038	
04/26/2013	Port Alberni, British Columbia, Canada	Alberni Chrysler	Service Record		37,143 KM
10/30/2013	Port Alberni, British Columbia, Canada	Alberni Chrysler	Service Record		42,860 KM
01/18/2014	PORT ALBERNI, British Columbia, Canada	Motor Vehicle Dept.	Canadian Renewal	CANADIAN RENEWAL	
07/11/2014	Port Alberni, British Columbia, Canada	Alberni Chrysler	Service Record		50,336 KM
12/30/2014	Port Alberni, British Columbia, Canada	Alberni Chrysler	Service Record		57,831 KM
01/17/2015	PORT ALBERNI, British Columbia, Canada	Motor Vehicle Dept.	Canadian Renewal	CANADIAN RENEWAL	

Date	Location	Data Source	Type of Record	Detail	Odometer
07/17/2015	 Port Alberni, British Columbia, Canada	Alberni Chrysler	Service Record		63,919 KM

*Recall: CarProof began reporting recalls from this source as of June 16, 2015.

Accident, Collision and Damage Detail CarProof

If the vehicle has had any history of accidents, collisions or damage in either Canada or the U.S., the records are outlined in this section. This report also includes claims and estimates from ICBC.

VIN: 1D7RV1CT8AS255124

Police Reported Accidents

Accidents reported by police facilities are listed below.

Incident Date	Incident Location	Type of Record	Detail
No police reported accidents found			

Accident/Damage Estimates

Accident estimate records are generated by collision estimating facilities from the process of estimating the amount and extent of damage to a vehicle. Estimates in some cases have associated insurance claims.

Incident Date	Estimate Location	Estimate Date	Type of Record	Detail	Amount	Odometer
No estimates found						

Insurance Claims

The insurance claims identified in this report do not include any medical pay-outs, damage to other vehicles, damage to property, towing, rental cars, or any other incidental damages.

Incident Date	Incident Location	Type of Record	Detail	Amount	Odometer
No claims found					

Other Damage Records

Any other damage records found are listed below.

Incident Date	Incident Location	Type of Record	Detail	Odometer
No other damage records found				

Canadian Registration CarProof

This section details where in Canada the vehicle is now or has ever been registered, as well as the status (Inspection Required, Normal, Non-repairable, Rebuilt, Salvage, Stolen) of the vehicle in those jurisdictions.

Jurisdiction	Branding	Detail
Alberta	Not found	
British Columbia	NORMAL	This vehicle has been registered as Normal in this jurisdiction.
Manitoba	Not found	
New Brunswick	Not found	
Newfoundland	Not found	
Nova Scotia	Not found	
Northwest Territories	Not found	
Nunavut	Not found	
Ontario	Not found	
Prince Edward Island	Not found	
Quebec	Not found	
Saskatchewan	Not found	

Jurisdiction	Branding	Detail
Yukon Territories	Not found	

Stolen Vehicle Check CarProof

This section outlines data from the Canadian Police Information Centre (CPIC), which is operated by the RCMP under the stewardship of National Police Services, on behalf of the Canadian law enforcement community.

Stolen Vehicle Check

Not declared stolen.

Import Records CarProof

If the vehicle was imported into Canada or the U.S., you will find details below.

Import Records

No vehicle import records found

United States Vehicle History CarProof

In addition to comprehensive vehicle history from across Canada, CarProof also thoroughly searches the United States for any details. If the vehicle had any events in the U.S., you will find them below. Details about accidents, collision and damage, or any import records will appear in those other sections of your report.



Item Checked	Result	Item Checked	Result	Item Checked	Result
Abandoned	No	Accident Data	No	Corrected Title	No
Damaged	No	Driver Education	No	Duplicate Title	No
Emission / Safety	No	Fire Damage	No	Fire Damage Incident	No
Frame Damage	No	Government Use	No	Grey Market	No
Hail Damage	No	Insurance Loss	No	Junk	No
Lease	No	Lemon / Manufacturer Buy-back	No	Lien	No
Livery Use	No	Major Damage	No	NHTSA Crash Test Vehicle	No
Odometer Problem	No	Police Use	No	Rebuilt/Rebuildable	No
Rental / Fleet	No	Repossessed	No	Salvage	No
Salvage Auction	No	Storm Area Registration/Title	No	Taxi	No
Theft	No	Water Damage	No		

Recalls CarProof

Recall # 13V-038
Recall Date: 2/13/2013

Recall Description:

THE REAR AXLE PINION NUT ON ABOUT 278,000 OF THE ABOVE VEHICLES MAY LOOSEN DUE TO UNDERSIZED PINION SHAFT SPLINES. A LOOSE PINION NUT COULD CAUSE THE REAR AXLE TO SEIZE OR CAUSE THE DRIVESHAFT TO SEPARATE RESULTING IN A LOSS OF MOTIVE POWER. EITHER SITUATION COULD CAUSE A CRASH WITHOUT WARNING.

This recall was open as of the date/time that this report was generated. For more information, or to find out if the recall has been closed, please contact your local dealer or visit Dodge's website.



CarProof searches many other data providers for vehicle details, and if there are any records found, the balance will appear in this section.

Date	Address	Data Source	Detail	Odometer
04/26/2013	 2611 Port Alberni Highway Port Alberni, British Columbia, Canada	Alberni Chrysler 250-723-5331	Service Record	37,143 KM
10/30/2013	 2611 Port Alberni Highway Port Alberni, British Columbia, Canada	Alberni Chrysler 250-723-5331	Service Record	42,860 KM
07/11/2014	 2611 Port Alberni Highway Port Alberni, British Columbia, Canada	Alberni Chrysler 250-723-5331	Service Record	50,336 KM
12/30/2014	 2611 Port Alberni Highway Port Alberni, British Columbia, Canada	Alberni Chrysler 250-723-5331	Service Record	57,831 KM
07/17/2015	 2611 Port Alberni Highway Port Alberni, British Columbia, Canada	Alberni Chrysler 250-723-5331	Service Record	63,919 KM

ICBC Disclaimer

The information supplied by ICBC is a report of the vehicle's status and the vehicle's claims history. Vehicle status shows whether a vehicle is qualified to be licensed and is used to track:

- vehicles sold by insurance companies as salvage
- salvage vehicles which have been rebuilt, inspected, and relicensed
- wrecked vehicles that have been decommissioned and can only be resold for parts

The vehicle status may not represent the vehicle accurately for a number of reasons, including a written-off vehicle that hasn't been reported to the B.C. vehicle registry or a vehicle with major damage that was repaired by its owner. The vehicle claims history is a report of vehicle damage and includes repairs paid by ICBC and outstanding damage estimates. It may be incomplete for various reasons, including the owner did not make a claim to ICBC or ICBC has denied the claim.

In addition, the estimate information may not necessarily reflect the actual cost of repairs, list the area of the vehicle that sustained the greatest force of impact, or indicate the primary area of damage.

Consumers are encouraged to read ICBC's full statement of limitations at <https://onlinebusiness.icbc.com/vdwqs/VDWQSServlet/DisplayLimitationStatement>.

ICBC recommends the vehicle be inspected by a qualified mechanic to obtain a more complete assessment of the vehicle's condition.



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Information on Reports

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MEMORANDUM

To: Russell Dyson, Chief Administrative Officer; and
Regional Board of Directors

From: Alex Dyer, Planner

Date: October 21, 2015

Subject: DVD15011, 10750 Central Lake Road (Great Central Holdings Ltd)

Background

On October 14, 2015 the Board reviewed an application for a development variance permit for STRATA LOTS 1-40, DISTRICT LOT 282, ALBERNI DISTRICT, STRATA PLAN EPS817 located at 10750 Central Lake Road (Trestle RV Park).


The Board recommended that this application be furthered to the next stage of the variance process. This involved notifying all property owners within the strata development and within 200 feet of the property which has been completed. No correspondence has been received to date. If any objections or responses are received prior to the October 28, 2015 Board meeting, staff will inform the Board.

The development variance permit will vary the required building setbacks and height requirements for an accessory building in the CD1A District as follows:

- i. reduce the front yard setback from 7.5 metres to 5.0 metres;
- ii. reduce the side yard setback from 0.9144 metres to 0.6096 metres;
- iii. increase the permitted maximum building height from 3.6576 metres to 4.2672 metres.

Recommendation

THAT the Board of Directors pass a resolution to issue development variance permit DVD15011.

Prepared by: 
Alex Dyer, Planner

DVD15011



Reviewed by: _____
Mike Irg, Manager of Planning and Development



Reviewed by: _____
Russell Dyson, CAO

DVD15011

Members: City of Port Alberni, District of Ucluelet, District of Tofino, Yuułuʔiłʔatḥ Government, Huu-ay-aht First Nations & Uchucklesaht Tribe
Electoral Areas "A" (Bamfield), "B" (Beaufort), "C" (Long Beach), "D" (Sproat Lake), "E" (Beaver Creek) & "F" (Cherry Creek)



DEVELOPMENT VARIANCE PERMIT NO. DVD15011

Whereas, pursuant to Section 922 of the *Local Government Act*, a local government may by resolution, on application of a property owner, vary the provisions of a bylaw under Division 7 of Part 26 of the *Local Government Act*;

A Development Variance Permit is hereby issued to:

Name: Great Central Holdings Ltd, Michael and Lene Klassen, Brett and Jacquelynne McDonald, Daryl and Paula Pettinger, Michael and Leah O'Brien, Margaret Slassor, Gregory Cunningham and Elaine McKnight, Donald and Dolores Byers, James and Sharon O'Brien, Michael and Kathleen Sheehan, Edward Dicks and Thierry Sarlandie, Roland Lavallee and Tamara Featherstone, Patrick and Leona Sloan

Address: 10750 Central Lake Road, Port Alberni

With respect to:

Legal Description: STRATA LOTS 1-40, DISTRICT LOT 282, ALBERNI DISTRICT, STRATA PLAN EPS817

PIDs: 029-141-001, 029-141-010, 029-141-028, 029-141-036, 029-141-044, 029-141-052, 029-141-061, 029-141-079, 029-141-087, 029-141-095, 029-141-109, 029-141-117, 029-141-125, 029-141-133, 029-141-141, 029-141-150, 029-141-168, 029-141-176, 029-141-184, 029-141-192, 029-141-206, 029-141-214, 029-141-222, 029-141-231, 029-141-249, 029-141-257, 029-141-265, 029-141-273, 029-141-281, 029-141-290, 029-141-303, 029-141-311, 029-141-320, 029-141-935, 029-141-943, 029-141-951, 029-141-960, 029-141-978, 029-141-986, 029-141-994,

The provisions of the Regional District of Alberni-Clayoquot Zoning Bylaw No. 15 are hereby varied as follows:

- (i) Section 6.5(1)(c)(i) to reduce the required front yard setback for an accessory building in the CD1A District from 7.5 metres to 5.0 metres;
- (ii) Section 6.5(1)(c)(iii) to reduce the required side yard setback for an accessory building in the CD1A District from 0.9144 metres to 0.6096 metres; and
- (iii) Section 6.5(1)(e) to increase the permitted maximum height for an accessory building in the CD1A District from 3.6576 metres to 4.2672 metres

DVD15011

In accordance with the provision of Section 922 of the *Local Government Act*, approval of this permit was given by resolution of the Board of the Regional District of Alberni-Clayoquot on XXXX.

This permit was issued under the seal of the Regional District of Alberni-Clayoquot on XXXX.

Russell Dyson, CAO

Chair of the Board of Directors

DVD15011



Development Variance Application

DATE: October 19, 2015

ACRD FILE NO.: DVD15013

APPLICANTS: Robert Liddicoat & Margo Sterling-Laycock

LEGAL

DESCRIPTION: LOT 2, BLOCK 8, DISTRICT LOT 946, CLAYOQUOT DISTRICT, PLAN 1103A
EXCEPT PART IN PLAN 2645 RW

LOCATION: 19310 Pacific Rim Highway

ELECTORAL AREA: "D" Sproat Lake

APPLICANT'S INTENTION: The applicant intends to add a full second storey to an existing 950 square foot single family dwelling. The siting of the existing structure is non-conforming with respect to the required front yard and side yard setback in the RVH District. A development variance is required for the proposed new addition.

Recommendation:

THAT the Board of Directors pass a resolution to consider issuing development variance DVD15013

Development Variance DVD15014:

- i. Development variance of Section 200 – Schedule II – Bulk and Site Regulations of ACRD Zoning Bylaw No. 15 to reduce the required front yard setback in the Vacation Home (RVH) District from 35 feet to 32 feet;
- ii. Development variance of Section 200 – Schedule II – Bulk and Site Regulations of ACRD Zoning Bylaw No. 15 to reduce the required side yard setback in the Vacation Home (RVH) District from 15 feet to 9.8 feet;

Procedure: Prior to the issuance of a development variance permit, the Board must first pass a resolution to consider issuing the permit. Staff then notifies neighbouring property owners and tenants to afford them the opportunity to make written or verbal submissions to the Board. At the subsequent meeting, the Board issues or denies the development variance permit.

DVD15013

Observations:

- i. **Status of Property:** The 0.33 acre property is very steep rising sharply across bedrock from the foreshore of the lake to the lower deck of the house. The site is primarily treed with second growth conifers with the foreshore area primarily younger deciduous trees with shrub and salal ground cover. There has been a lot of historical concrete and rock work across the bedrock to access the foreshore of the property and no dock or wharf attached to the property at the time of the site visit. The existing single family dwelling on the property was built in 1976 and it appears to have undergone previous additions and foundation work.

- ii. **Services**
 - a. **Sewage Disposal:** On-site sewage disposal. The addition to the house will include two additional bedrooms and two additional bathrooms. A new VIHA septic filing confirming that the sewage disposal system complies with their requirements will be required prior to issuing the building permit.
 - b. **Water Supply:** Sproat Lake.
 - c. **Fire Protection:** Sproat Lake Volunteer Fire Department
 - d. **Access:** The property is accessed from the Pacific Rim Highway via a 3 metre wide easement over an existing driveway that dissects six of the neighbouring properties. The six property owners named in the easement are responsible for all maintenance and repair of the common driveway.

iii. Existing Planning Policies Affecting the Site

- a. **Agricultural Land Reserve:** No within the ALR.

- b. **Official Community Plan:** The property is designated “Recreational Residential Use” in the Sproat Lake OCP. This designation provides an opportunity for seasonal residency and permits part-time residential use for seasonal or recreational purposes.

The OCP designates two Development Permit Areas that impact development on this property: “Development Permit Area I – Riparian Areas Protection” and “Development Permit Area II – Protection from Natural Hazards”.

Development Permit Area I – Riparian Areas Protection

DPA I includes all lands within 30 metres of a major stream and 15 metres of a minor stream. Sproat Lake is defined as a minor stream for the purposes of the Development Permit Area in the OCP. This designation is used to ensure that the ecological values of sensitive riparian and wetland habitats have been considered prior to development, and that measures will be taken to limit or avoid damage to

DVD15013

Members: City of Port Alberni, District of Ucluelet, District of Tofino, Yuułuʔiłʔatḥ Government, Huu-ay-aht First Nations, Uchucklesaht Tribe
Electoral Areas "A" (Bamfield), "B" (Beaufort), "C" (Long Beach), "D" (Sproat Lake), "E" (Beaver Creek) and "F" (Cherry Creek)

these ecosystems.

The applicants engaged Dave Clough, Registered Professional Biologist (R.P. Bio) from D.R. Clough Consulting to assess the site with respect to the proposed second storey addition to the existing house. The report notes that the existing footprint of the structure will remain unchanged with the proposed development plans and that the owners have no desire to remove any vegetation or disturb the soils on site. The report concludes that the development plans will have a negligible impact on ecological areas.

Development Permit Area II – Protection from Natural Hazards

DPA II includes land which may be subject to natural hazard including, but not limited to, erosion, slides, rock falls and steep slopes with an incline of 30 percent or more. The slope from the natural boundary of the lake to the lower deck of the house is up to +/- 80% slope.

The DPA II guidelines require that a Geotechnical Engineer review the project to certify that the land is safe for the intended use and/or prescribe any geotechnical works or changes in the design which would be required to maintain the safety of the development.

Lewkowich Engineering Associates Ltd. was engaged to carry out a geotechnical assessment of the project. The report provides an overview of the foundation condition of the existing structure and makes recommendations including underpinning the existing foundation pier at the southeast corner of the building to ensure bearing on approved soils or bedrock and new foundations for the existing deck also bearing on approved soils or bedrock.

The two reports appear to satisfy the requirements DPA I and DPA II. The Development Permit application will be reviewed and brought forward to the Board for consideration should the variance be considered for approval.

- c. **Zoning:** The property is zoned Vacation Home (RVH) District which permits one single family dwelling to be used as a vacation or seasonal residence for a family maintaining a permanent residence elsewhere.

DVD15013

Zoning Bulk and Site Regulations	
	RVH District
Minimum Lot Area:	0.46 acres
Minimum Lot Width:	100 feet
Lot Coverage:	10%
Maximum Building Height	2 storeys and 30 feet
Minimum Building Setbacks	
Front:	35 feet
Rear:	35 feet
Side:	15 feet

The existing cabin on the property is 38 feet by 25 feet with an overall footprint of 950 square feet. There is also an existing 450 square foot deck off the main floor. There is a partial basement under the main floor which includes approximately 475 square feet of non-habitable sloping storage with a concrete skim coat on the ground surface. The walk out basement has a floor to ceiling height of 7'4" and is exterior access only. The applicants are proposing a complete second storey addition on the existing cabin and a new 6 foot deck that will span across the full front of the house accessed from the second storey. The 950 square foot second storey addition will include two bedrooms, two bathrooms and a bonus room.

The applicants have provided a BCLS site survey prepared on August 6, 2015. The survey shows that the existing house footprint sited 32.8 feet from the title boundary at the lake and 20.8 feet from the front of the existing deck to the title boundary at the lake. The south west corner of the house is also 9.8 feet from the side lot line. The existing house footprint does not comply with the required front yard and side yard setback in the RVH District.

The ACRD Zoning Bylaw requires that all new construction complies with the required building setbacks and the setbacks are vertical in the sense that a second storey addition onto a non-conforming building must also meet the required setbacks. There will be no change to the existing deck so it will not be included in the variance. The new second storey deck will project 6 feet into the front yard setback which is permitted by the Zoning Bylaw.

The property owners have applied to vary the required front yard and side yard setbacks in the RVH District to allow for the proposed second storey addition on an existing single family dwelling.

Comments: The building plans provided by the applicants show that the house with the proposed additional storey will be three levels with the bottom level being a basement with a 7'4" height ceiling spanning roughly half of the footprint of the house. This walk out style basement does not contain any habitable space, does not have access from the interior of the house and is used

DVD15013

Members: City of Port Alberni, District of Ucluelet, District of Tofino, Yuułu?if?ath Government, Huu-ay-aht First Nations, Uchucklesaht Tribe
Electoral Areas "A" (Bamfield), "B" (Beaufort), "C" (Long Beach), "D" (Sproat Lake), "E" (Beaver Creek) and "F" (Cherry Creek)

exclusively as a storage area. This level would not be considered a “storey” by definition in the Zoning Bylaw which will allow the new structure with the proposed second storey addition to comply with the maximum storey requirements in the RVH District. The final structure will need to comply with the maximum permitted building height of 30 feet in the RVH District which is measured from average natural grade to mid-span of the roof truss. This will be confirmed prior to issuing the building permit.

The existing house has a relatively steep roof truss layout with habitable space in the attic area. The proposed second storey will replace the existing roof layout with a full second storey across the entire footprint of the house. As a result the actual height of the structure will not change that dramatically and any impact on the viewscape from the neighbouring property at 19300 Pacific Rim Highway will be minimal. The footprint of the existing house will remain the same and the proposed addition will result in a better and more efficient use of the property while keeping the building footprint small and minimizing any impact on the vegetation on the property.

The BCLS survey provided by the applicants shows that the existing house is located 14.8 metres (48.55 feet) from the natural boundary of Sproat Lake. The Sproat Lake OCP requires a development permit application for any construction within 15 metres of the natural boundary of the lake. The applicants have already provided a report from a Professional Biologist in support of the development permit application which will be brought forward to the Board for consideration should the variance be considered for approval.

Submitted by: 

Alex Dyer, Planner

Reviewed by: 

Mike Irg MCIP RPP, Manager of Planning and Development



Russell Dyson, Chief Administrative Officer

DVD15013

B.C. LAND SURVEYORS BUILDING LOCATION CERTIFICATE

LOT 2, DISTRICT LOT 946, CLAYOQUOT DISTRICT, PLAN 1103A,

EXCEPT PART IN PLAN 2645 RW.

SCALE 1:400

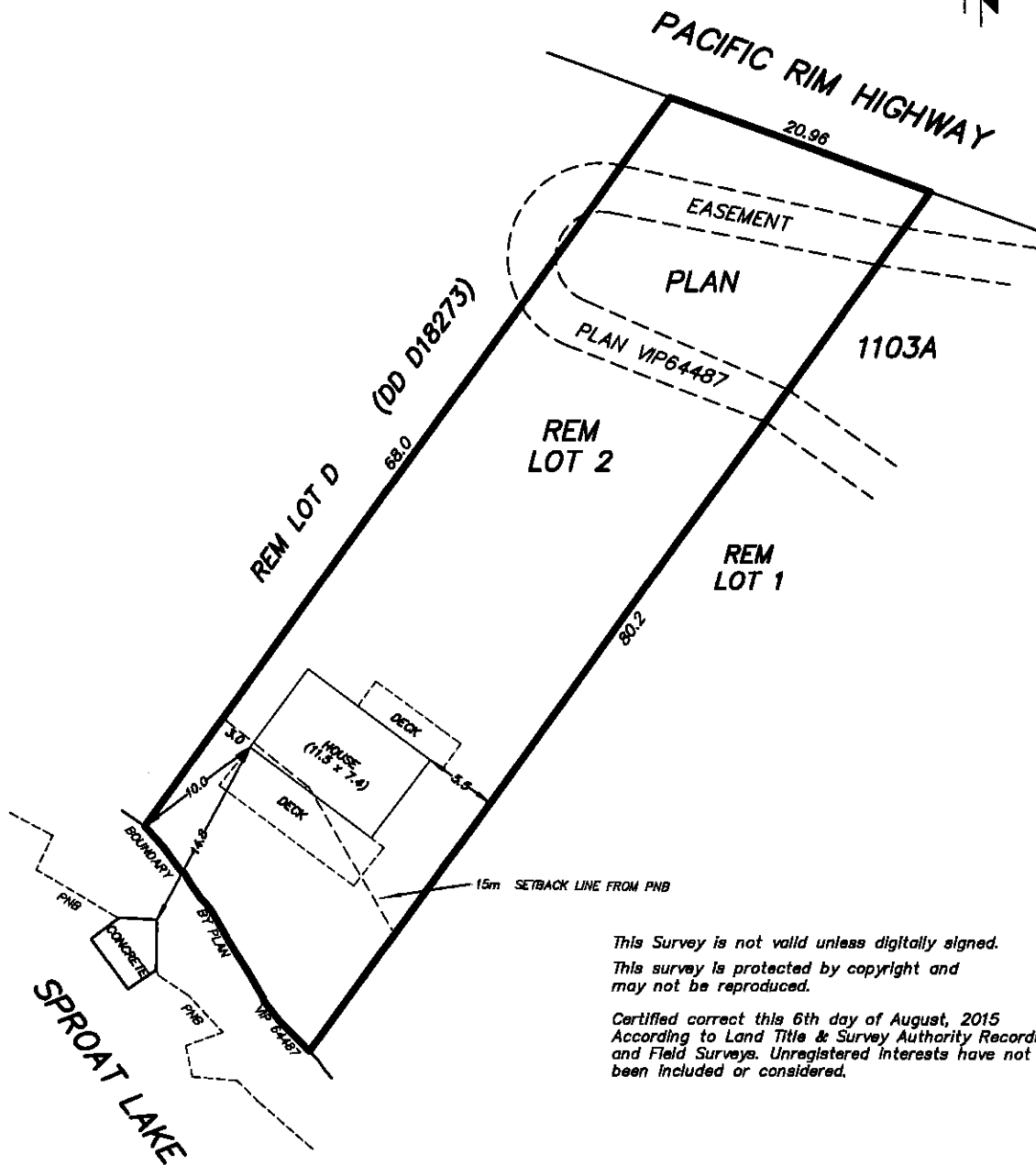
All distances are metric and derived from registered LTO plans.

Jurisdiction: Alberni-Clayoquot Regional District

PID No. 007-993-404

This Lot is subject to L.T.O. charge number:
EK145030

CIVIC ADDRESS: 19310 Pacific Rim Highway



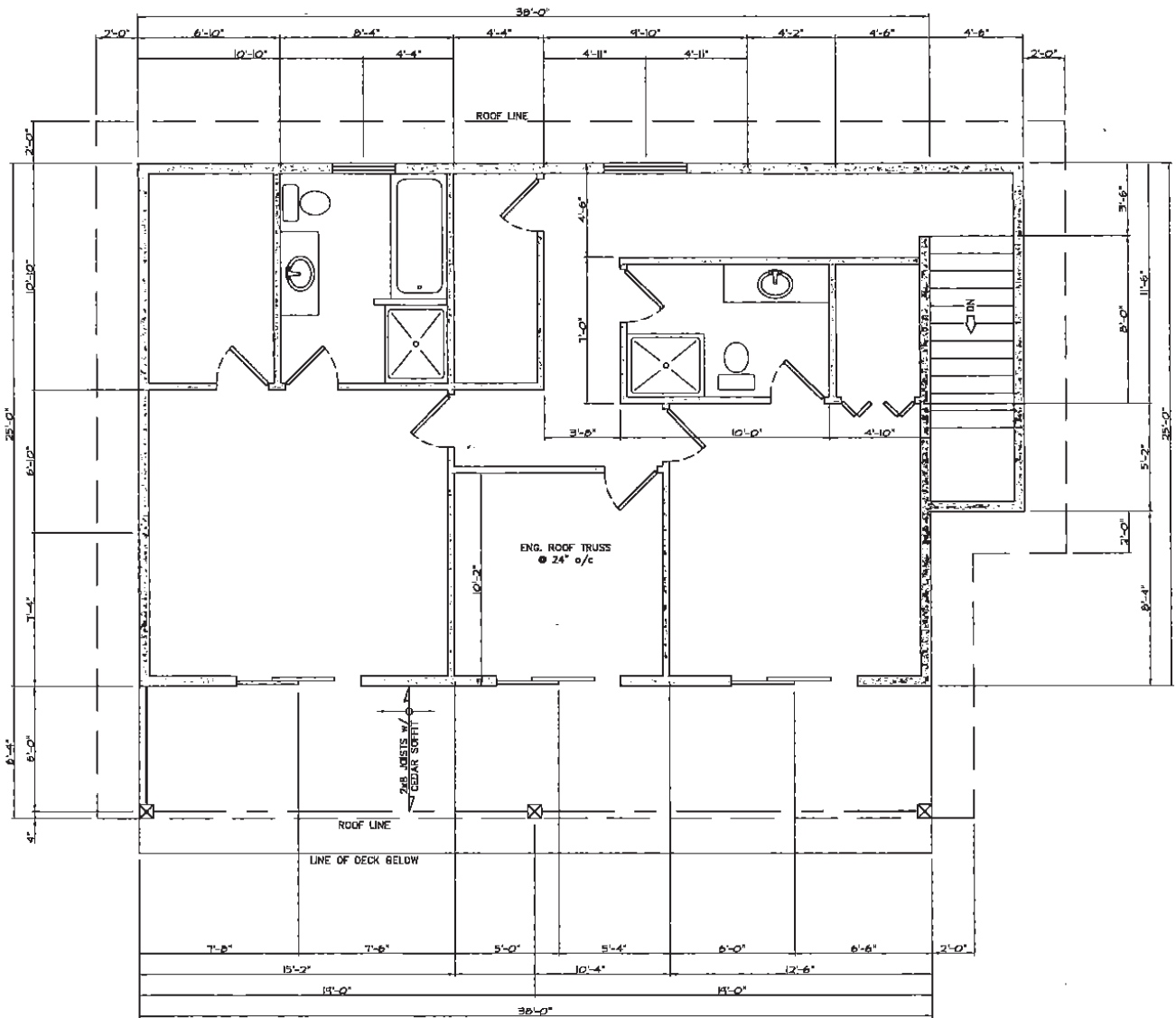
This Survey is not valid unless digitally signed.
This survey is protected by copyright and
may not be reproduced.

Certified correct this 6th day of August, 2015
According to Land Title & Survey Authority Records
and Field Surveys. Unregistered interests have not
been included or considered.

NOTE:

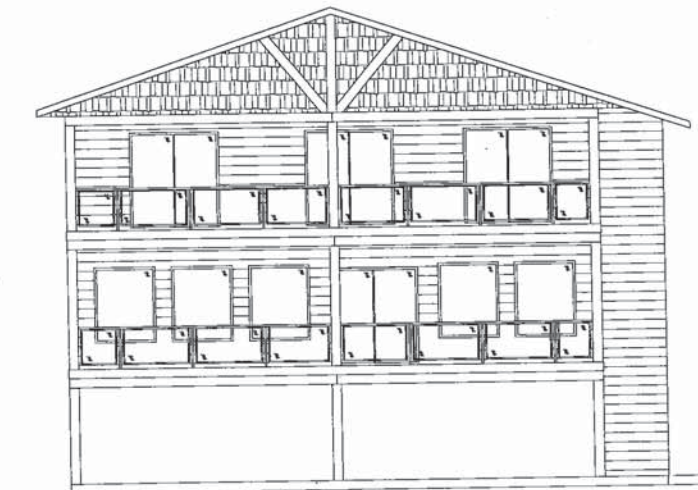
1. This Survey purports to show the new construction and existing improvements on the above described parcel(s) and their relative location thereon.
2. This Plan provides no warranty or representation whatsoever with respect to any other building, patio, retaining wall, parking facility, fence, underground, aboveground, or overhead utility or any other improvements and their relative location to any internal or external boundaries of the above described parcel(s) and is not to be used to re-establish property lines.
3. Sims Associates Land Surveying Ltd. and Michael A. Sims accept no responsibility for and hereby disclaim all obligations and liabilities for damages including, but not limited to, direct, indirect, special, and consequential damages arising out of or in connection with any direct or indirect use or reliance upon the Plan beyond its intended use.

SIMS ASSOCIATES
LAND SURVEYING LTD.
223 FERN ROAD W.
QUALICUM BEACH, B.C. V8K 1S4
PHONE: 250-752-9121
FAX: 250-752-9241
FILE NUMBER: 15-191-BL
DRAWING FILE: 15-191-BLC2.DWG

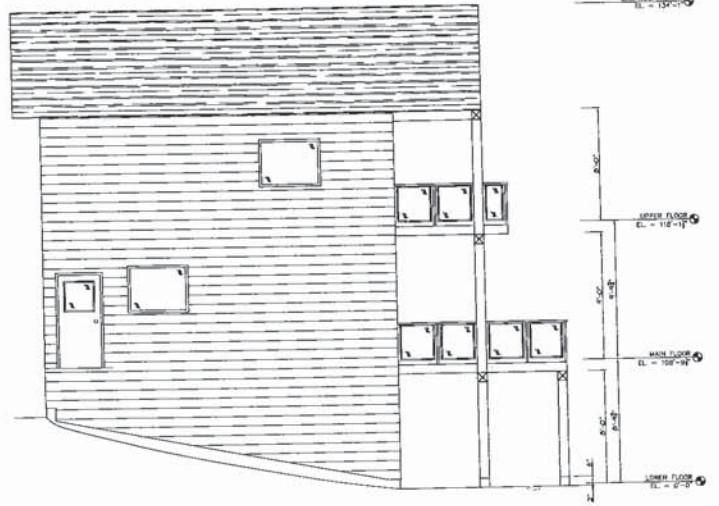
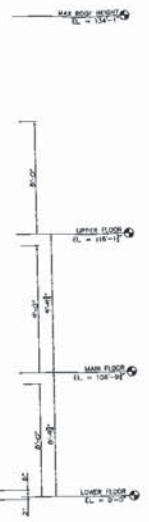


UPPER FLOOR PLAN

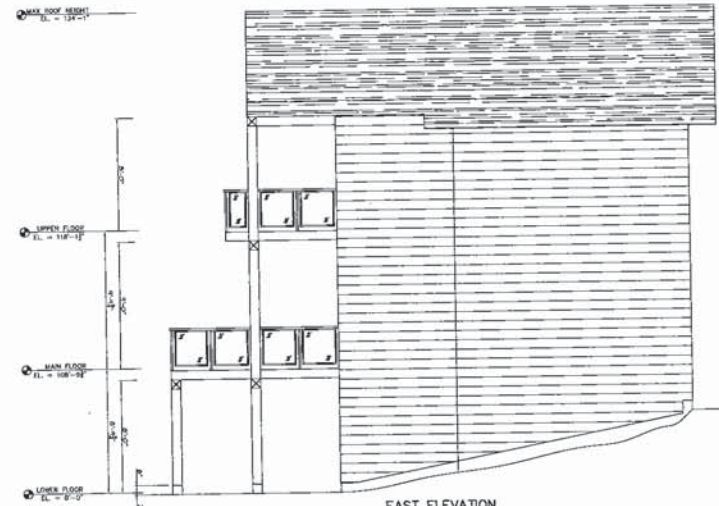
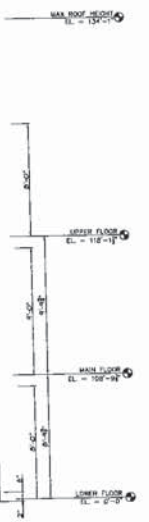
S:\3245 LIDDICOAT 19310 Pacific Rim Hwy\3245\3245.dwg Sep 01, 2013 3:50:00pm



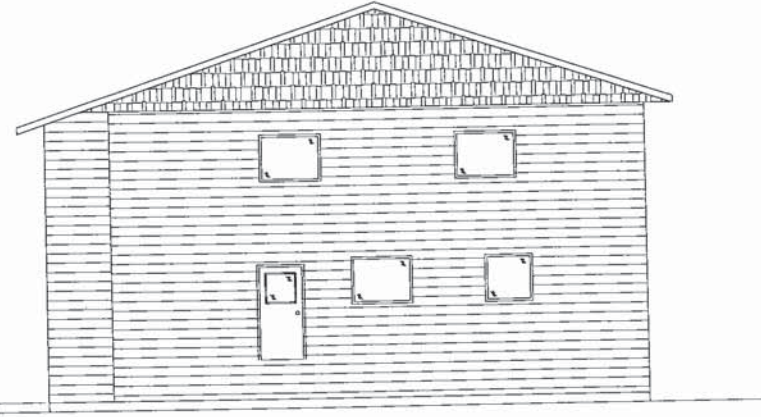
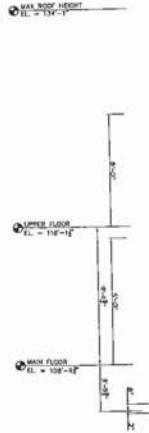
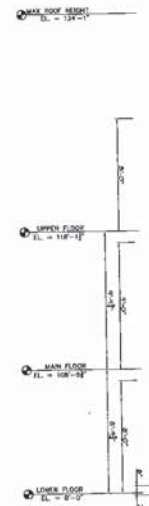
NORTH ELEVATION
SCALE 1/4" = 1'-0"



WEST ELEVATION
SCALE 1/4" = 1'-0"



EAST ELEVATION
SCALE 1/4" = 1'-0"



SOUTH ELEVATION
SCALE 1/4" = 1'-0"

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NO. 1	REVISION	DATE	BY	APPV	DATE	NO. 2	REVISION	DATE	BY	APPV	DATE


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ROB LIDDICOAT
 19310 PACIFIC RIM HIGHWAY
 ELEVATION VIEW^c

SHEET NO.	S03
3 OF 3	REV. A
DRAWING NO.	3245-S03

D. R. Clough Consulting

Fisheries Resource Consultants

6966 Leland Road Lantzville B.C. V0R 2H0

Ph/fax: 1-250-390-2901, email: drclough@shaw.ca

August 20, 2015

Attn: Rob Liddicoat
19310 Pacific Rim Highway
250-228-5013

RE: 19310 Pacific Rim Highway, Sproat Lake, Port Alberni, Environmental Assessment for House Renovation.

Introduction: The landowner (Liddicoat family) has requested this assessment in order to complete a renovation . This report is an assessment of the foreshore and advice on environmental protection with respect to the renovation.

Methods: A site inspection of the property was conducted by Brad Remillard, RP Bio on August 10, 2015. It concentrated on the foreshore and riparian habitat.

Site Location: Located at 19310 Pacific Rim Highway (Lot 2, DL 946, Clayoquot District, Plan 1103A) in Bingo Bay of Sproat Lake (Figure 1). The site featured an existing residential house with stairway to the lake dock. The renovation was designed by McGill and Associates Engineering Ltd (Figure 2).

Area Description:

This property is extremely steep raising over 10m vertically over a 12m slope distance up to the lower deck of the house. The riparian canopy of the shoreline consists of primarily second growth Douglas Fir, and Hemlock . This site appeared fairly unproductive consisting small slow growing trees/shrubs growing out of the bedrock or very shallow soils. The canopy is approximately 8 to 12m height with an understory of younger deciduous trees and small salal covering approximately 40% of the foreshore area.

The bedrock continues directly to the high water mark of the lake. At the water line there is a concrete slab which serves as a boat dock.

Development Plans: The property owner is proposing to renovate a new top floor and upper deck while the main floor and lower deck remain undisturbed. The existing footprint will remain unchanged.

Vegetation: There were no old growth trees within the development property. There is no only significant vegetation to be removed.

Discussion: The owners have no desire to remove any vegetation or disturb any soils with this renovation.

To protect the remaining riparian area; there has to be a protection plan. Below are my recommendations for future development. The house development plan must include:

1. **Riparian Management** – This project will have no impact on the existing plants within the development permit area

Conclusion: The proposed renovation is set within the existing footprint. There are no concerns of flooding and will have negligible impacts to ecological areas.

Yours Truly,

A handwritten signature in black ink, appearing to read "Dave Clough". The signature is fluid and cursive, with the first name "Dave" being more prominent than the last name "Clough".

Dave Clough RpBio

Figure 2: House Design

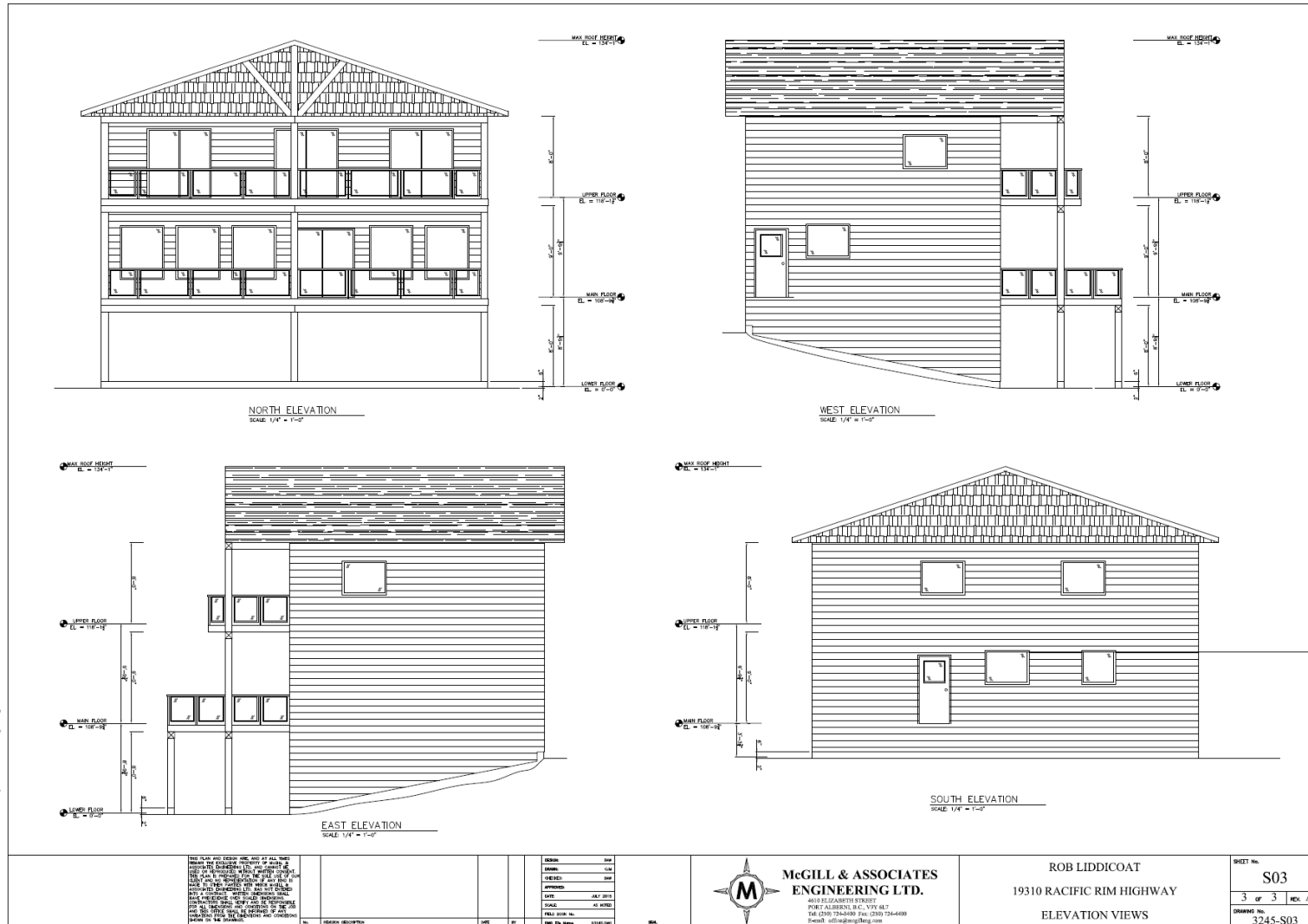


Figure 3: Site Photos



1.) Site looking downstream from common driveway



3.) Existing surrounding riparian vegetation



2.) Existing house looking upstream from lakeshore



4.) Looking from base of house towards lake



TECHNICAL MEMO

Robert Liddicoat
P.O. Box 1179,
Parksville, BC
V9T 2H2

File: F2727.01
September 2, 2015

PROJECT: BUILDING ADDITION, 19310 PACIFIC RIM HIGHWAY, SPROAT LAKE, PORT ALBERNI, BC

SUBJECT: GEOTECHNICAL SITE OBSERVATIONS – REVIEW OF EXISTING COTTAGE BEARING SOILS FOR SECOND STOREY ADDITION

1. As requested, Lewkowich Engineering Associates Ltd. (LEA) attended the above noted property on August 25, 2015, to observe and report on the present bearing conditions of an existing cottage in relation to the support of a full second storey addition. The cottage presently is one and one half stories. LEA discussed the required inspection with our client by telephone. A photo record of the present condition of the footings and exposed bearing soils was taken by LEA.
2. The inspection revealed that the building has undergone previous additions and associated foundation work. LEA believes that the original building was constructed on tall cast in place concrete piers set at various elevations with no interconnecting concrete footings. The main floor was constructed on posts of varying lengths set on the piers to a common height. The piers have subsequently been interconnected with a stepped foundation, maximum 0.6m high above grade having concrete strip footings and foundation walls between each of the outside piers along the upper (north), side (east) and lower (south) walls. The interior piers have been interconnected with a concrete foundation wall creating an approximately 1.2m step in the basement providing a partial full height basement and a crawl space adjacent. The part basement was likely dug out after the original construction, possibly when the main floor was expanded to the west. The exterior walls are now set on poured in place, concrete walls, strip footings and piers which are founded on compact to dense sand and gravel soils with trace silt as determined from three of the four hand dug excavations provided for LEA's inspections of bearing soils. The pier at the southeast corner of the building is founded on loose sand and gravel with trace silt. The excavations terminated at the base of the footings. All of the excavations and surrounding soils were dry at the time of inspection.

Client: Robert Liddicoat
Project: 19310 Pacific Rim Highway, Port Alberni, BC
File: F2727.01
Date: September 02, 2015
Page: 2 of 2

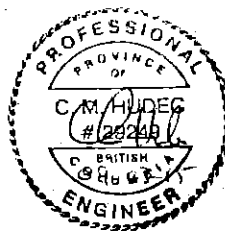


3. LEA recommends underpinning of the existing pier at the southeast corner of the building. Underpinning involves sub-excavation of a small portion of the pier to suitable, approved bearing and filling of the void with concrete. The process is repeated several more times until the upper concrete element is fully supported on new concrete, bearing on approved soils or bedrock.
4. LEA observed that the existing deck is founded on loose pre-cast concrete pier blocks which had been leveled with loose concrete bricks and may rest partially on old, rotting stump roots. LEA understands that the deck is to be temporarily supported while the stumps or stump roots are removed and the soils are excavated to suitable bearing. New foundations for the deck are to be provided directly on approved bearing soils or bedrock.
5. It is LEA's opinion that the documented foundation wall construction and soil conditions within the walls' zone of influence will provide suitable support for construction of a full second storey at the subject residence following the recommended underpinning to be observed by LEA.
6. Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or if we can be of further assistance, please contact us at your convenience.

Respectfully Yours,
Lewkowich Engineering Associates Ltd.

A handwritten signature in black ink, appearing to read 'Bradford Hill'.

Bradford Hill
Senior Engineering Technician



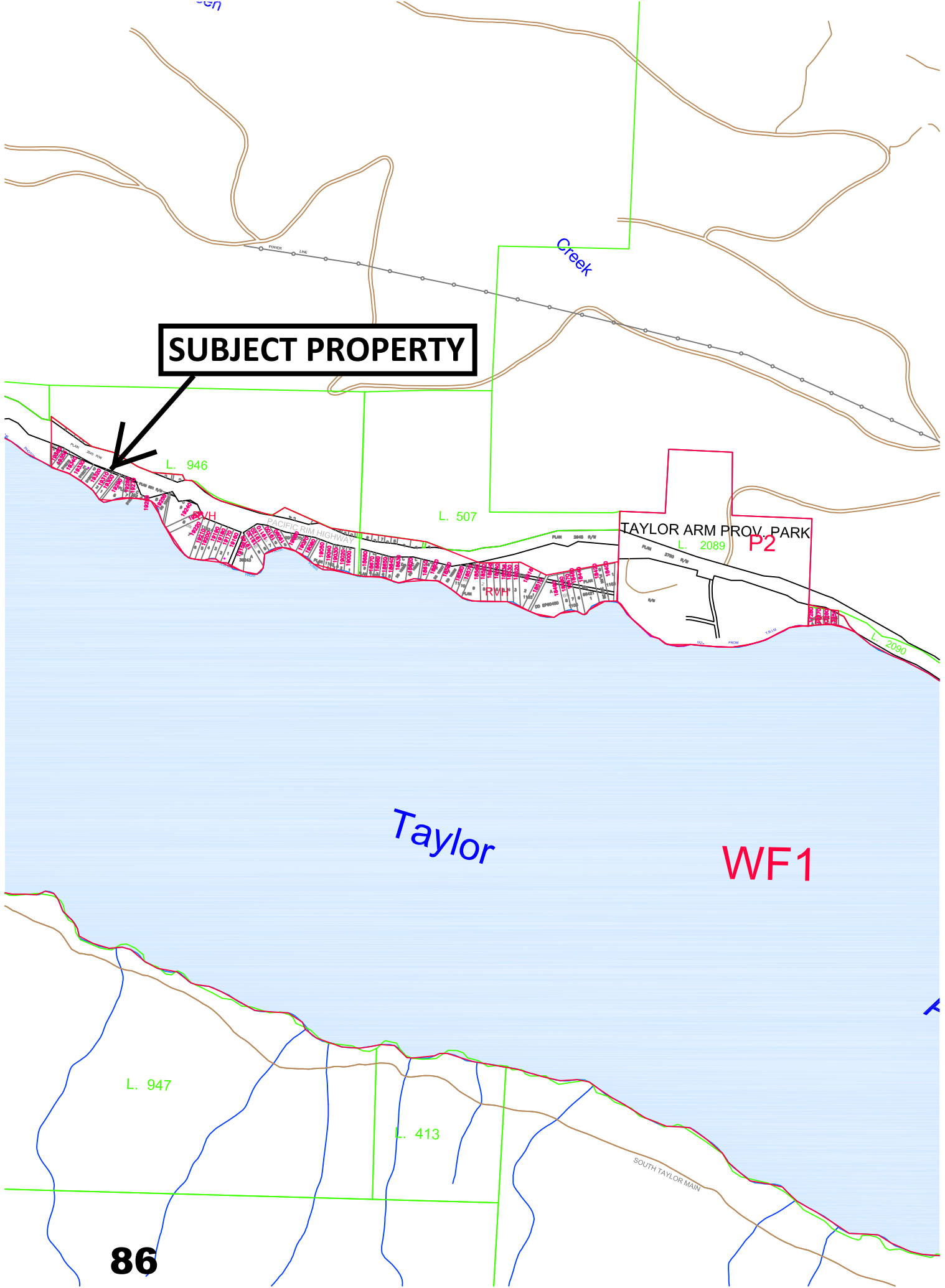
Chris M. Hudec, M.A.Sc., P.Eng.
Senior Project Engineer







SUBJECT PROPERTY



Alberni-Clayoquot Regional District
Staff Action Items by Department and Date
Update to the Board of Directors as of October 23, 2015

#	Date	Action Item	Assigned to	Target Date/Update
Administration Department				
1.	Jan. 23/13 WC Comm	Explore with the Yuułu?if?ath Government possible participation in the South Long Beach Multi Purpose Bike Path in the future.	Russell	Yuułu?if?ath to respond
2.	July 10 th Board	Contact and work with the Nuuchahnulth Tribal Council and the Port Alberni Friendship Centre to develop a long term plan for reconciliation.	Reconcil. Committee	Committee met with Friendship Centre – Oct. 20
3.	April 9th Board	C2C recommend contacting the President NTC Deb Foxcroft and request an observer from the ACRD at the NTC meetings.	Reconcil. Committee	Committee to review status
4.	Feb. 11 th Board	Consult with affected interests of the AVRA expansion including Greenmax, SD#70, Ministry of Forests Lands and Natural Resource Operations, Coulson Group of Companies, AV Drag Racing Assoc. and Hupacasath First Nation and Tseshaht First Nation	Russell	Ongoing
5.	May 27 th Board	Assessment of Tseshaht First Nation water system expansion to Bell & Stuart roads waiting further information from the Tseshaht First Nation.	Russell	Pending more info. from TFN
6.	May 27 th EA Directors	Bring back a report with more information on possible uses for the gas tax funds and funds allocated on a per capita basis – prepare a report.	Russell/ Andrew	Next Electoral Area Directors meeting – Nov. 4
7.	Sept. 16 th Special Board	The following individuals were appointed as the 2016 Coastal Response Local Planning Committee: Director John McNabb, Russell Dyson, CAO, Dan Holder, Emergency Coordinator, Ken Watson, Manager, City of Port Alberni, Timothy Pley, Fire Chief, City of Port Alberni, ACRD Director from the City of Port Alberni – Arrange first Committee meeting to prepare a report outlining a local plan to participate in the June 2016 Coastal Response Exercise	Russell	Report to Nov. 12 th regular meeting
8.	Sept. 16 th AV & Bamfield Services Comm.	A three (3) person committee made up of the CAO, Chairperson Osborne and Director McNabb was established to continue to meet with the Tseshaht First Nation to discuss tenure at the AV Landfill - arrange next meeting	Russell	Next steps requested of Tseshaht FN
9.	Oct. 14 th Board	Enter into a Disaster Response Agreement with the Canadian Red Cross Society for a one year term in the amount of \$10,000.00 for the provision of disaster relief services in the Alberni Valley – fwd agreements to CRCS	Wendy	Signed & forwarded for endorsement by CRCS

#	Date	Action Item	Assigned to	Target Date/Update
10.	Oct. 14 th Board	Send a letter to Mike Cann the new Chief of the SLVFD advising of his appointment.	Russell	Done
11.	Oct. 14 th Board	Send a letter of appreciation to Wade Hepp for his service as Fire Chief of the Sproat Lake Volunteer Fire Department for the past three years.	Wendy	Done
12.	Oct. 14 th Board	Advise Deputy Fire Chief Rick Geddes, SLVFD & Mike Kobus, BCVFD that the Board approved the funding request from the BC Fire Training Officers Association Host Committee to help offset costs for the 2016 Fire Training Conference to be held in Port Alberni May 14 th to 19, 2016 up to a maximum of \$5,000.00 in 2015 including in-kind through the 2015 Special Events Fund; and the remaining funds for a total of \$10,000.00 combined be included in the 2016 budget	Wendy	Done
13.	Oct. 14 th Board	The Board directed staff to investigate the possibility of assisting Alberni Valley Transition Towns Society with office space for their part time coordinator	Russell	Investigating
Finance Department				
14.	July 22 Board	The Board approved staff re-applying for an Infrastructure Planning Grant on behalf of the Cherry Creek Waterworks District (CCWW) to develop an infrastructure improvement plan – submit application.	Andrew/ Janice	Awarded - Contacted CCWW to advise & start process
15.	Aug. 12 th Board	The Board of Directors rescinded third reading of Bylaw cited as “Bylaw 766-2, Arvay Road Street Lighting Service Amendment, 2015 and gave third reading as amended – forward bylaw for approval by the Inspector of Municipalities.	Andrew	In Progress – Awaiting Inspector Approval
16.	Oct. 7 th WC Comm.	Include a review of lease rates at the LB Airport for consideration during 2016 Budget deliberations	Andrew	In progress – Investigating options
17.	Oct. 14 th Board	The Board directed staff to enter into a contract with Ryan Smith Services to provide maintenance services to Salmon Beach Recreational Village for a two year term commencing November 1, 2015 and ending October 31, 2017 at a cost of \$63,425 per year.	Andrew/ Janice	Done
18.	Oct. 14 th Board	The Boards adopted bylaw cited as “Revenue Anticipation Borrowing Bylaw No. F1122, 2015” prepare for signatures.	Andrew	Done
Environmental Services Department				
19.	Apr. 8/10 th WC	Work with Parks Canada on the landfill road agreement.	Russell	Letter sent January 12 th

#	Date	Action Item	Assigned to	Target Date/Update
20.	May 11/11 th AV Comm.	Investigate with the Tseshaht First Nation possible resource recovery at the AV Landfill.	Russell	In progress
21.	June 13/12 th BD	Develop a plan for appropriate use of the funds on the Log Train Trail from the Arrowsmith Radical Runners.	Luc	Design in progress – GPS Complete
22.	Oct. 10/12 th Board	Work with the Air Quality Council to develop a draft valley wide woodstove bylaw based on the City of Port Alberni's bylaw following receipt by the Board of Directors a joint APC meeting will be called to review the proposal.	Russell	Drafting a bylaw for board review
23.	April 23 rd Board	The Board of Directors directed staff to: <ol style="list-style-type: none"> 1. Meet with the Tseshaht and Hupacasath First Nations and the City of Port Alberni with respect to their consideration on providing a connection to their water systems for the Bell Road/Stuart Avenue water supply; and following the consultation, 2. Provide the information to the Bell Road/Stuart Avenue residents on the water servicing options. 	Russell	
24.	Nov. 13 th Board	The ACRD Board approved the replacement of 480 m or waterline on Grandview Road connecting through the Vaughn Chase subdivision to Drinkwater Road with the developer completing installation of the works and the Beaver Creek Water System contributing \$179,880 upon completion of the project – proceed with project and necessary agreements.	Mike	Installation proceeding
25.	Nov. 13 th Board	The ACRD Board adopted the ACRD Contractor Safety and Coordination Policy as presented – Implement the Policy & provide copies to all ACRD Contractors.	Russell	In progress
26.	June 10 th Board	The Board of Directors adopt the following implementation policy for penalties at the Alberni Valley Landfill: <ul style="list-style-type: none"> • Commencing January 1, 2016, a surcharge of 50% of the current tipping fee for loads containing more than 10% of corrugated cardboard; • Commencing July 1, 2016 a surcharge of 100% of the current tipping fee for loads containing more than 5% of corrugated cardboard • Update ACRD policy book etc. 	Janice/ Andrew	In progress – Reviewing with contractors to see buy in
27.	July 8 th Board	The Board of Directors passed a resolution directing staff to proceed with the three obstacle limitation surface projects on the Alberni Valley Regional Airport property and lands surrounding as outlined in the June	Mark / Heather	Work in progress – dependent on fire risk

#	Date	Action Item	Assigned to	Target Date/Update
		<p>2015 request for proposals and the work be awarded as follows:</p> <ul style="list-style-type: none"> • Area 1 7.3ha requiring vegetation removal and landscaping to Berry and Vale Contracting for \$29,900.00. • Area 2 22.04ha requiring vegetation removal to Berry and Vale for \$37,000.00. • Area 3 40.7ha requiring timber harvesting and vegetation removal to Dynamite Logging for \$59,133.29. 		
28.	July 22 Board	The Board awarded the Leachate Interception Wells tender to Drillwell Enterprises Ltd. for well drilling and set costs of \$52,450.00 plus GST.	Andrew	In Progress
29.	Aug. 12 th Board	Prepare a report for the next West Coast Committee regarding review of lease rates at the Long Beach Airport.	Andrew/ Janice/Mark	In Progress
30.	Sept. 9 th Board	Refer the correspondence from the District of Tofino regarding working with Eco West on green infrastructure to staff for consideration and report back to the West Coast Committee and then the Board of Directors – Prepare a report for consideration at the October 7 West Coast Committee Meeting	Andrew	In Progress
31.	Sept. 9 th Board	The Board passed a resolution selecting Pacific Wood Waste Inc. for the wood grinding service at the Alberni Valley Landfill in the amount of \$16,800 plus GST – Proceed with project	Andrew	In Progress
32.	Oct. 14 th Board	Renew the Department of National Defense Receiver Facility lease at the Long Beach Airport for a 15 year term commencing June 1, 2015 with an annual rent of \$4,840.00 per year plus applicable taxes with increases based on the prior year's BC CPI increases	Janice	Done
33.	Oct. 14 th Board	Enter in to a Conditional Grant Agreement with the BC Air Access Program to a maximum of \$1,273,140 or 75% or total eligible project costs, whichever is less, towards the Long Beach Airport Runway Lighting Project.	Janice	Done
34.	Oct. 14 th Board	Enter into a vacant land lease with Western Forest Products for a portion of land adjacent to the 3 rd Avenue Recycle Depot for a three year term of commencing November 1, 2015 for the annual lease of \$2400.00 per year plus GST.	Andrew/ Janice	Done

#	Date	Action Item	Assigned to	Target Date/Update
35.	Oct. 14 th Board	Award the contract for the roof removal and metal roofing installation at the 3rd Avenue Recycle Depot to Al Brown in the amount of \$85,865 plus GST	Luc	Commencing October 26 th
36.	Oct. 14 th Board	Declare the week of October 19-25 as Waste Reduction week complying with the Recycling Council of BC	Janice	Done
37.	Oct. 14 th Board	Explore the potential hazards to air traffic regarding the 1000 Sand Hill Cranes who appear a couple times a year at the Alberni Valley Airport and take action to mitigate	Mark Fortune	Investigating
38.	Oct. 14 th Board	The Board directed staff to enter into a vacant land lease with Western Forest Products for a portion of land adjacent to the 3 rd Avenue Recycle Depot for a three year term of commencing November 1, 2015 for the annual lease of \$2400.00 per year plus GST.	Andrew/ Janice	In progress
Planning Department				
39.	May 13/10 WC	Planning Staff proceed with subdivision process on the Long Beach Airport lands for the WC Multiplex Society and Long Beach Golf Course following Airport rezoning.	Mike	Including in new zoning bylaw
40.	April 11/12 BD	Apply to the Ministry of Transportation for a permit to construct the dock at the west end of Nuthatch Road & to Ministry of Forests for foreshore tenure.	Mike	Working with neighbor to move dock
41.	Nov. 14/12 Board	The Board referred the Bamfield Community Hall Society's request to approve & support their proposal to build a new hall to staff to review the request and provide a recommendation, following consultation with the Society, on the role of the ACRD.	Mike	Contacted Hall Society – Society working on options
42.	July 24 th Board	The Board of Directors instructed staff to work with the Central West Coast Forest Society to investigate funding for the assessment and restoration of the Willowbrae Creek system.	Mike	Will work with area Director
43.	May 27 th EA Directors	Zoning Bylaw Text Amendment for Riparian Setbacks within all Electoral Area Official Community Plan Areas - The EA Directors passed a resolution instructing planning staff to re-designate major and minor streams within all electoral area official community plan areas.	Mike	Planning staff to review
44.	May 27 th EA Directors	Electoral Area Directors Committee instructed staff to bring a report to the Board on options for dealing with vacation rentals.	Mike	Planning staff to review
45.	May 27 th Board	The Board approved the plan for a communal meeting place for Salmon Beach owners to be located on ACRD owned 10, Block 63, Section 49, Clayoquot District, Plan VIP510. This will be in accordance with: 1. All structures to meet BC Building Code	Luc	In progress

#	Date	Action Item	Assigned to	Target Date/Update
		<p>2. "Use at own risk" signage is provided</p> <p>3. Material and construction costs are not from public funds</p> <p>4. Future Maintenance and Inspection to be performed by ACRD</p> <p>As outlined in the staff report dated November 20, 2014 – Proceed with the project.</p>		
46.	May 27 th Board	Work with West Coast Aquatic and bring back a recommendation to the Board on partnering with West Coast Aquatic in habitat restoration, protection and enhancement projects.	Mike	Planning staff to review
47.	June 24 th Board	Staff investigate Transport Canada's Ports Asset Transfer Program relating to the West Bamfield dock & report back to the Board.	Mike	On going
48.	July 22 Board	Contact the Ministry of Environment regarding the ACRD request for investigation of improved river monitoring for the Somass River Watershed and have their staff arrange for conferencing with key players.	Mike	In progress
49.	Sept. 9 th Board	<p>The Board passed the following resolution with regards to Nordstrom Park, 6028 Beaver Creek Road:</p> <p>Agree in principle to the Nordstrom Playground Proposal subject to:</p> <ul style="list-style-type: none"> • the specific make and model being approved by the ACRD staff prior to fundraising; • the installation of the playground structure being supervised by a qualified professional; • support of the Beaver Creek Advisory Planning Commission; • support from applicable referral agencies; • support from the Beaver Creek Volunteer Fire Department 	Heather	<p>Ongoing</p> <p>Referrals sent</p> <p>APC scheduled</p> <p>Back to Board in late November</p>
50.	Oct. 9 th WC Comm.	Investigate the request from Rod's Power and Marine Ltd. to lease boat storage, indoor and outdoor at the LB Airport and report back to the Committee	Mike/ Alex	Investigating zoning
51.	Oct. 14 th Board	The Board supported the application of the Agricultural Development Committee to host the 2017 Islands Agriculture Show (IAS) in Port Alberni and host the 2016 IAS Welcome Reception in Cowichan.	Mike	Ongoing

Issued: October 23, 2015



Alberni-Clayoquot Regional District

Board of Directors Meeting Schedule November 2015

DATE	MEETING	TIME & LOCATION	ATTENDEES
Monday, November 2 nd	Agriculture Land Commission Chair Meeting	2:00 pm – Regional District Board Room	Agricultural Development Committee, Agriculture Advisory Committee, Directors, Staff
Wednesday, November 4 th	Parks Service Review Committee Meeting	10:00 am – Regional District Board Room	Committee, Staff
	Electoral Area Directors Committee Meeting	1:30 pm – Regional District Board Room	Committee, Staff
Thursday, November 12 th	Board of Directors Meeting	1:30 pm – Regional District Board Room	Directors, Staff
	Regional Hospital District Meeting	Immediately following above	Directors, Staff
Wednesday, November 18 th	Alberni-Clayoquot Health Network Meeting	9:30 am – Regional District Board Room	Committee, Staff
Thursday, November 19 th	Regional Emergency Planning Committee Meeting	1:30 pm – Regional District Board Room	Committee, Staff
Wednesday, November 25 th	Board of Directors Meeting	1:30 pm – Regional District Board Room	Directors, Staff

Issued: October 23, 2015



	2015 YEAR TO DATE ACTUAL	2015 ANNUAL BUDGET	PERCENTAGE OF BUDGET
REVENUE			
Tax requisition	\$ 4,179,385	\$ 4,177,675	100.04%
Parcel taxes	849,140	845,276	100.46%
Grants in lieu of taxes	83,922	30,000	279.74%
Services provided to other governments	58,921	99,400	59.28%
Sale of services	2,469,009	3,237,141	76.27%
Other revenue	757,268	515,350	146.94%
Grants from other sources	127,239	1,425,543	8.93%
Surplus (deficit) from prior years	1,582,730	1,582,730	100.00%
Committed surplus from prior year	1,721,534	1,721,534	100.00%
Transfers between services	581,697	685,048	84.91%
	<hr/>		
SUBTOTAL	12,410,846	14,319,697	86.67%
 <i>Transfers from Municipalities for</i>			
Municipal Finance Authority	\$ 905,468	\$ 905,468	100.00%
	<hr/>		
TOTAL REVENUE	\$ 13,316,314	\$ 15,225,165	87.46%
	<hr/> <hr/>		

EXPENDITURES	2015 YEAR TO DATE ACTUAL	2015 ANNUAL BUDGET	PERCENTAGE OF BUDGET
All Members			
E911 Telephone System	290,998	294,094	98.95%
General Government Services	752,940	1,177,000	63.97%
Alberni-Clayoquot Health Network	77,941	160,000	48.71%
Regional Parks	24,447	32,000	76.40%
Regional Planning	127,530	179,500	71.05%
Electoral Area's			
Building Inspection	151,579	250,000	60.63%
Electoral Area Administration	195,326	1,090,149	17.92%
Mgmt of Development - Rural Areas	219,897	358,000	61.42%
Vancouver Island Regional Library	318,206	424,607	74.94%
Alberni Valley			
Alberni Valley Emergency Planning	103,894	188,400	55.15%
Alberni Valley & Bamfield Waste Mgmt	1,780,155	2,401,500	74.13%
Alberni Valley Regional Airport	119,754	333,835	35.87%
Alberni Valley Regional Water - Proposed	15,526	60,000	25.88%
Custom Transit	223,698	546,000	40.97%
Sproat Lake Marine Patrol	29,893	47,456	62.99%
West Coast			
Long Beach Airport	423,167	1,058,640	39.97%
West Coast Emergency Planning	10,330	14,000	73.79%
West Coast Waste Mgmt	628,185	888,000	70.74%
City of Port Alberni			
Port Alberni Arena	39,290	194,811	20.17%
Bamfield			
Bamfield Community Park	3,322	10,500	31.64%
Bamfield Volunteer Fire Dept	32,901	120,198	27.37%
Bamfield Water System	154,869	615,114	25.18%
Beaufort			
Mountain Ranch Rd Fire Protection	2,799	2,832	98.82%
Long Beach			
Millstream Water System	19,913	33,228	59.93%
Salmon Beach Garbage	14,648	29,150	50.25%
Salmon Beach Power Distribution	15,338	81,400	18.84%
Salmon Beach Recreation	16,607	39,450	42.10%
Salmon Beach Security	22,034	53,050	41.53%
Salmon Beach Sewage	41,172	64,904	63.43%
Salmon Beach Transportation	57,509	147,600	38.96%
Salmon Beach Water	16,379	23,550	69.55%
South Long Beach Bike Path	10,931	7,200	151.82%
South Long Beach Community Park	-	7,500	0.00%
South Long Beach Fire Protection	14,028	14,000	100.20%
South Long Beach Street Lighting	574	900	63.76%
Sproat Lake			
Sproat Lake Animal Control	593	3,100	19.12%
Sproat Lake Arena	67	27,516	0.24%
Sproat Lake Community Park	99,194	150,064	66.10%
Sproat Lake Noise Control	2,421	8,100	29.89%
Sproat Lake Volunteer Fire Department	239,980	400,000	59.99%
Beaver Creek			
Arvay Rd Street Lighting	908	1,400	64.85%
Beaver Creek Animal Control	1,261	3,000	42.05%
Beaver Creek Community Park	7,611	10,000	76.11%
Beaver Creek Arena	67	20,343	0.33%
Beaver Creek Noise Control	387	2,100	18.41%
Beaver Creek Volunteer Fire Department	202,401	255,200	79.31%
Beaver Creek Water System	927,823	1,050,070	88.36%
Granville Rd Fire Protection	1,720	1,770	97.18%
Cherry Creek			
Cherry Creek Animal Control	367	2,436	15.07%
Cherry Creek Arena	67	17,211	0.39%
Cherry Creek Noise Control	740	2,100	35.22%
Franklin River Rd Fire Protection	7,490	10,100	74.15%
Grants-in-Aid			
Total Grants in Aid	173,151	382,442	45.28%
	7,622,025	13,295,520	57.33%
Transfers to Municipal Finance Authority on behalf of the Municipalities	387,197	905,468	42.76%
	\$ 8,009,222	\$ 14,200,988	56.40%

**REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT BUILDING INSPECTOR'S REPORT
SEPTEMBER, 2015**

BUILDING TYPE	BAMFIELD		BEAUFORT		LONG BEACH		SPROAT LAKE		BEAVER CREEK		CHERRY CREEK		TOTALS	
	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE
Single Family													0	0
Mobile Homes													0	0
Multi-Family													0	0
Adds&Rens							1	100,000					1	100,000
Commercial													0	0
Institutional													0	0
Industrial													0	0
Miscellenaous									2	3,657	1	20,518	3	24,175
Totals	0	0	0	0	0	0	1	100,000	2	3,657	1	20,518	4	124,175

**REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT BUILDING INSPECTOR'S REPORT
SEPTEMBER, 2015 TO DATE**

BUILDING TYPE	BAMFIELD		BEAUFORT		LONG BEACH		SPROAT LAKE		BEAVER CREEK		CHERRY CREEK		TOTALS	
	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE
Single Family	0	0	1	420,784	8	1,242,159	5	1,075,241	5	1,453,640	1	20,000	20	4,211,824
Mobile Homes	0	0	0	0	0	0	1	105,000	0	0	2	52,602	3	157,602
Multi-Family	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adds&Rens	0	0	0	0	1	4,500	3	205,000	1	30,000	1	3,000	6	242,500
Commercial	0	0	0	0	0	0	1	18,500	0	0	1	10,000	2	28,500
Institutional	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	0	0	0	0	0	0	0	0	0	0	1	35,000	1	35,000
Miscellenaous	0	0	0	0	2	66,000	14	366,240	14	421,821	7	108,330	37	962,391
Totals	0	0	1	420,784	11	1,312,659	24	1,769,981	20	1,905,461	13	228,932	69	5,637,817

	BAMFIELD	BEAUFORT/ BEAVER CREEK	LONG BEACH	SPROAT LAKE	CHERRY CREEK	TOTAL	YTD TOTAL
WOODSTOVE INSPECTIONS		10	1	3		14	48

	YEAR TO DATE		TOTAL YEAR			YEAR TO DATE		TOTAL YEAR	
2014	63	5,868,428	73	7,121,200					
2013	64	6,566,579	81	8,208,948					
2012	73	6,839,690	92	9,011,700					
2011	102	8,156,498	120	9,221,498					
2010	134	20,139,833	149	21,524,170					
2009	63	6,581,912	123	11,302,380	1999	37	1,805,788	80	3,348,092
2008	73	9,556,826	147	22,682,130	1998	41	1,650,426	75	3,320,890
2007	73	7,016,424	163	15,007,877	1997	48	2,779,466	104	10,025,166
2006	84	7,663,595	161	15,909,705	1996	69	5,542,700	128	9,050,554
2005	74	8,278,645	138	12,962,379	1995	61	5,910,000	116	9,641,300
2004	77	6,842,554	133	11,036,854	1994	92	6,327,000	151	7,915,500
2003	37	3,671,688	97	6,925,356	1993	82	5,774,000	167	10,864,000
2002	42	1,754,970	76	2,986,134	1992	87	5,660,000	173	11,192,500
2001	40	3,734,396	89	5,790,126	1991	57	3,115,520	126	7,155,120
2000	43	2,009,157	88	4,095,339	1990	53	5,240,500	118	6,323,900



MEMORANDUM

To: Board of Directors

From: Andrew McGifford, Acting Manager of Finance/ Mgr of Environ. Services

Date: October 23, 2015

Subject: Vancouver Island Regional Library (VIRL) 2016 Budget

In 2015 the property tax related to the library service was removed from the total Electoral Area amount and displayed as its own line to increase transparency. The rationale behind breaking out this amount is that the service is governed by a Board of Trustees that is separate from the Regional District Board and that the requisition amount represents greater than 10% of the total Regional District requisition.

After the review of the 2016-2020 Financial Plan for VIRL the overall increase for all members combined is 3.66% overall. The VIRL budget has increased \$718,667 to \$20,372,451.

The funding allocation is 50% based on population and 50% on land and improvements. The ACRD had an increase in population and an increase of assessment values which is greater than other member communities. This resulted in a larger increase than compared to the other members. The ACRD increase from 2015 will be 6.04% or \$25,482.

Provincial funding in 1986 was 21% of the budget as compared to only a 5% contribution currently. This is another example of downloading the costs of services to the local governments and in essence the province is funding a 1986 library service. Please review the chart of page 52 of the 2016-2020 Financial Plan.

Please find the links to the reports and presentations below:

Budget at a Glance - [Budget Summary](#)

Financial plan 2016-2020 - [2016-2020 Budget](#).

DVD presentation - [Meeting Our Service Standards](#)

Submitted by: _____
Andrew McGifford, Acting Manager of Finance/ Mgr of Environ. Services



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September 24, 2015

Chair Josie Osborne and Board
Alberni Clayoquot Regional District
3008 – 5th Avenue
Port Alberni, BC V9Y 2E3



Dear Chair Osborne and Board,

Re: Adopted 2016 – 2020 Financial Plan

On behalf of the Board of Trustees of Vancouver Island Regional Library (VIRL), please find enclosed important information regarding the recently adopted **2016 – 2020 Financial Plan**. This information can also be found on the VIRL website: www.virl.bc.ca/about-us/reports-and-plans. As dictated by provincial legislation, the VIRL Board has adopted a balanced budget for 2016. The Financial Plan and supporting information (which includes an "At a Glance" sheet, [informative video](#) and [press release](#)) provides you with the necessary details to address questions that may arise in your community.

The Vancouver Island Regional Library Board has adopted a balanced operating budget of \$33,062,045. Municipal and rural levies will contribute \$20,372,451 to the library budget, an average increase of 3.66% or a per capita increase of \$1.68. The weighted vote was 98% in favour of the budget.

The focus of the 2016 budget is to assure VIRL continues meeting our service standards whilst maintaining financial sustainability and allocating the resources to achieve the Board's mission and vision. The 2016 - 2020 financial plan is a secure endeavour to balance the needs and aspirations of the present, without compromising the future needs of our communities. The 2016 budget supports the Board's Strategic Plan, reinforces the principles of the Consolidated Facilities Master Plan, and provides systematic funding development as previously approved by the Board.

It is our goal to balance the pressures of maintaining existing services and evolving business, in order to meet the expectations of our communities with available funding and resources. The VIRL Board's commitment to financial sustainability and quality service delivery for our Regional Library participants is underscored in the **2016-2020 Financial Plan**.

Sincerely,

A handwritten signature in black ink that reads "B Jolliffe".

Bruce Jolliffe

Chair, Vancouver Island Regional Library Board of Trustees

Cc: Director Penny Cote, VIRL Trustee, Alberni Clayoquot Regional District