AGENDA

1. **CALL TO ORDER**

   Recognition of Traditional Territories.

2. **APPROVAL OF AGENDA**

   (motion to approve, including late items requires 2/3 majority vote)

3. **ADOPTION OF MINUTES**

   a. **West Coast Committee Meeting – June 6, 2018**

      THAT the minutes of the West Coast Committee meeting held on June 6, 2018 be received.

4. **DELEGATIONS**

   a. Karen Haugen & Jackie Godfrey, Pacific Rim National Park, regarding Lease renewal at the Long Beach Airport.

   b. Myrna Moore & Lindsay Taylor, BC Transit, regarding West Coast Transit Study.

5. **CORRESPONDENCE FOR ACTION**

6. **REQUEST FOR DECISIONS**

   a. **REQUEST FOR DECISION**

      Re: West Coast Transit Study

      THAT the West Coast Committee recommend to the ACRD Board approve BC Transit to move ahead with public engagement regarding the potential implementation of a West Coast conventional transit service as outlined in BC Transit’s 2018 report – Tofino Ucluelet Transit Service Feasibility Study.

   b. **REQUEST FOR DECISION**

      Re: Parks Canada Building Lease
THAT the West Coast Committee recommends that the ACRD Board direct staff to further investigate long-term lease options with Parks Canada to support their public works operation; and

THAT staff be directed to negotiate an interim lease agreement with Parks Canada until a long-term direction is confirmed.

c. **REQUEST FOR DECISION**
   Re: Millstream Water Connection

THAT the West Coast Committee recommends that the ACRD Board of Directors instruct staff to investigate the feasibility of expanding the boundaries of the Millstream water service area as requested by the property owner of 2401 Grant Avenue, Long Beach and report back on the feasibility of this request.

d. **REQUEST FOR DECISION**
   Re: Water Strip Lease – Long Beach Airport

THAT the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board of Directors enter into a three (3) year lease agreement with Tofino Air Lines to operate the water strip at the Long Beach Airport commencing November 1, 2018 for the annual lease amount of $7,187.10 plus applicable taxes with CPI increases.

e. **REQUEST FOR DECISION**
   Re: Long Beach Airport Advisory Committee – Terms of Reference - Amendments

THAT the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board approve the amendments to the Long Beach Airport (LBA) Advisory Committee terms of reference as presented.

f. **REQUEST FOR DECISION**
   Re: West Coast Landfill Hours

THAT the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board of Directors recommend continuing with the current hours of operation at the West Coast Landfill (WCLF) from 10:00 am to 4:00 pm Monday to Saturday. Closed Sundays. Closed Saturdays when a Statutory Holiday falls on a Monday.

g. **REQUEST FOR DECISION**
   Re: Rogers Communication – Proposal for Cellular Tower at West Coast Landfill
THAT the West Coast Committee recommends that the ACRD Board of Directors direct staff to enter into an agreement with Rogers Communications regarding the proposed construction of a cellular tower at the West Coast Landfill.

7. **REPORTS**
   a. West Coast Landfill – Non-Compliance Update
   b. Long Beach Airport Amending Bylaw to Increase Requisition Limit

THAT the West Coast Committee receive reports a-b.

8. **LATE BUSINESS**

9. **IN CAMERA**

   Motion to close the meeting to the public as per section:
   iv. 90 (1) (j) of the Community Charter: information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the ‘Freedom of Information and Protection of Privacy Act’.

10. **RECOMMENDATIONS TO THE COMMITTEE FROM IN-CAMERA**

11. **ADJOURN**
1. CALL TO ORDER
The Chairperson called the meeting to order at 10:02 am.

The Chair recognized the meeting is being held in the Yuulu?i?at?h Government Territories.

2. APPROVAL OF AGENDA

MOVED: Director Bennett  
SECONDED: Director Osborne  

THAT the agenda be approved as circulated.  

CARRIED

3. ADOPTION OF MINUTES

a. West Coast Committee Financial Planning Meeting – February 16, 2018

MOVED: Director Osborne  
SECONDED: Director Bennett
THAT the minutes of the West Coast Committee Financial Planning meeting held on 
February 16, 2018 be received.  

CARRIED

4. DELEGATIONS

a. Jeff Warden, Point Break Skydiving, regarding Skydiving Operation at the Long 
   Beach Airport.

Mr. Warden gave a power point presentation regarding his Skydiving operations 
at the Long Beach Airport.

b. Andrew J. Crawford, BestCoast Management Ltd., regarding Five Step Strategic 
   Plan for Organic Waste Landfill Diversion and Fuel Production within the 
   Alberni-Clayoquot Regional District.

Mr. Crawford gave a power point presentation regarding different organic waste 
equipment

c. Kevin Boothroyd, Director, Business Development & Corporate 
   Communications for Pacific Coastal Airlines, regarding Kiosk #9 Leasing 
   opportunity.

Mr. Boothroyd gave a verbal presentation regarding the request to lease at Kiosk 
#9 at the Long Beach Airport.

5. CORRESPONDENCE FOR ACTION

REQUEST FOR WEST COAST LANDFILL CHANGES

a. Ucluelet Rent It Centre requesting extended West Coast Landfill hours between 
   May 15 and September 15th, request for paving of a section of the landfill road 
   and request for a small grouping of trees be removed to allow for greater 
   visibility.

MOVED: Director Osborne
SECONDED: Director St. Jacques

THAT the West Coast Committee direct staff to send the letter to Parks Canada 
regarding paving of a section of the landfill road and requesting a small grouping 
of trees to be removed, and for staff to investigate extending of the West Coast 
Landfill hours between May 15th and September 15th.

CARRIED

6. REQUEST FOR DECISIONS & BYLAWS

MOVED: Director St. Jacques
SECONDED: Director Osborne

THAT the West Coast Committee recommend that the Alberni-Clayoquot Regional District Board of Directors enter into a Memorandum of Understanding with BC Transit as presented in order to undertake a public transit feasibility study on the West Coast between Ucluelet and Tofino

CARRIED

b. Request for Decision regarding Termination of Orca Air – Kiosk # 9 Lease – Long Beach Airport Terminal Building.

MOVED: Director Bennett
SECONDED: Director Osborne

THAT the West Coast Committee recommends the Alberni-Clayoquot Regional District Board of Directors terminate the five year lease agreement with Orca Air for kiosk #9 at the Long Beach Airport terminal building.

CARRIED

c. Request for Decision regarding Kiosk #9 Lease – Long Beach Airport Terminal Building

MOVED: Director Osborne
SECONDED: Director Bennett

THAT the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board of Directors enter into a five year lease agreement for kiosk #9 at the Long Beach Airport terminal building with Pacific Coastal and that staff write a letter to Integra Air regarding the decision to award the lease to Pacific Coastal.

CARRIED

d. Request for Decision regarding Long Beach Airport Lease Lot A – Atleo Air Hangar – Renewal.

MOVED: Director Bennett
SECONDED: Director Osborne

THAT the West Coast Committee recommends that the Alberni-Clayoquot Board of Directors approves to renew Atleo Air’s Hangar lease at the Long Beach Airport
for a 3 year term commencing August 1, 2018 and ending July 31, 2021 at a rate of $5,033.28 plus applicable taxes with increases based on the prior year’s BC CPI increases.

CARRIED

e. Request for Decision regarding Long Beach Airport Lease Lot 165 – Ocean Network Canada – Renewal.

MOVED: Director Osborne
SECONDED: Director Bennett

THAT the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board of Directors agree to enter in a lease agreement with Oceans Network Canada for a 3 year term commencing July 1, 2018 and ending May 31, 2021 at the rate of $3,647.28 per year plus applicable taxes, to occupy a portion of land at the Long Beach Airport for the purpose of operation of a High Frequency Radar system to monitor the adjacent ocean surface currents and Tsunami detection.

CARRIED


MOVED: Director St. Jacques
SECONDED: Director Osborne

THAT the West Coast Committee recommends that the Board of Directors enter into a one year lease agreement with Tofino Air at the Long Beach Airport, commencing August 1, 2018 and expiring July 31, 2019 with an annual rent of $6,333.43 plus applicable taxes and the option to renew for 3 additional one year terms.

CARRIED

g. Request for Decision regarding Composting of Tofino & Ahousaht Liquid Waste Treatment Plant Bio-solids.

MOVED: Director Osborne
SECONDED: Director Bennett

THAT the West Coast Committee recommend that the Alberni-Clayoquot Regional District Board of Directors support that staff continue discussions with both the District of Tofino and the Ahousaht First Nation regarding the possible composting of bio-solids from each of their new waste water treatment plants as part of the future ACRD regional organics diversion program.
h. Request for Decision regarding Fire Protection Services Agreement – District of Ucluelet.

MOVED: Director Bennett
SECONDED: Director Osborne

THAT the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board of Directors enter into a Fire Protection Services agreement with the District of Ucluelet for the Ucluelet Volunteer Fire Department to provide structural firefighting to the Long Beach Airport for a fee of $10.00 for a ten year term.

CARRIED

i. Request for Decision regarding Long Beach Airport (CYAZ) Airport Operations and Staffing.

MOVED: Director Bennett
SECONDED: Director Johnsen

THAT the West Coast Committee recommend the Alberni-Clayoquot Regional District Board of Directors instruct staff to add an additional full time employee to the Long Beach Airport

and;

THAT the West Coast Committee recommend the Alberni-Clayoquot Regional District Board of Directors direct staff to prepare options for increasing the requisition limit for the Long Beach Airport.

CARRIED

7. REPORTS

a. Point Break Skydiving Landing and Parking Fees at Long Beach Airport.
   – D. Holmes

MOVED: Director St. Jacques
SECONDED: Director Osborne

THAT this report be received.

CARRIED

8. LATE BUSINESS
a. Verbal report – Rob Williams, MSc, General Manager of Environmental Services, regarding Rogers Tower proposal at the West Coast Landfill.

MOVED: Director St. Jacques
SECONDED: Director Osborne

 THAT this verbal report be received.  

CARRIED

9. ADJOURN

MOVED: Director St. Jacques
SECONDED: Director Johnsen

 THAT this meeting be adjourned 1:05pm.  

CARRIED

Certified Correct:

_________________________________  ________________________________
Dianne St. Jacques,     Douglas Holmes, BBA, CPA, CA
Chairperson      Chief Administrative Officer
REQUEST FOR DECISION

To: West Coast Committee

From: Rob Williams, General Manager of Environmental Services

Meeting Date: October 3, 2018

Subject: West Coast Transit Study

Recommendation:

THAT the West Coast Committee recommend to the ACRD Board approve BC Transit to move ahead with public engagement regarding the potential implementation of a West Coast conventional transit service as outlined in BC Transit’s 2018 report – Tofino Ucluelet Transit Service Feasibility Study.

Desired Outcome:

That approval be granted to move ahead with public engagement for a new potential West Coast conventional transit service.

Background:

In the spring of 2018 the ACRD Board approved the execution of a memorandum of understanding (MOU) in order for BC Transit to complete a feasibility study for the potential of a new West Coast transit service. The attached draft report provides background for the project and highlights key objectives with the feasibility study. In short, the study sought to better understand current demographics and local transportation options, as well as to identify broader transportation needs of the community through a market demand analysis. This analysis has led to the development of potential service options.

The following three options were considered for this new potential West Coast service:

1. Conventional Transit

Conventional transit provides fixed-route service along the highway between Tofino and Ucluelet Monday-Sunday. Higher service levels would be offered May through October to accommodate for the influx of tourists during these months. Base level service would be provided from November through April for residents to use for regular trips such as commuting to work, going to the grocery store or medical appointments. Initial high level estimates for this type of service are in the range of $450,000 (ACRD share) based on 7 day a week service.

2. Flex-Route Transit

Flex-Route transit allows for the conventional service to deviate from the fixed-route to accommodate for transit users with mobility challenges who live further away from the highway. Transit users call the operations company the day prior to their trip to book a pick-up and drop-off. Extra time is built into the schedule to allow the transit vehicle to deviate from the route. Lower service levels are offered to accommodate for the extra time to deviate from the route.

The benefit to this model is that it provides the predictability of scheduled service for the general population while also being able to provide a higher level of access and care to those who need it. A potential challenge is that it needs careful
attention to schedule development and dispatching to work best. It is easier to do well on midday trips rather than mixed with peak-period commuter trips. Initial high level estimates for this type of service are in the range of $450,000 (ACRD share) based on 7 day a week service.

3. Paratransit

This service option would dedicate one transit vehicle to providing paratransit service that is centered on the by-request model and not fixed to a specific route. On-Demand Paratransit operates only when passengers request service and provides door-to-door service. Dispatchers work to group similar trips together and have a specified number of service hours within each day to allocate trips. To schedule a pick-up, customers call the operator the day prior to their trip to request a pick up. The operator creates a schedule based on the requests received that day and notifies the riders of the schedule for the next day. Customers who did not schedule a pick-up can still catch the bus by flagging down the bus along the route. Initial high level estimates for this type of service are in the range of $170,000 (ACRD share) based on 3 day a week service.

BC Transit is recommending that the ACRD move forward with option number one, a conventional transit service. This is the preferred option as it will provide regular consistent predictable service to West Coast communities. More specifically, this service type would potentially provide 7 day a week service operating on hourly scheduled frequency in both directions between Ucluelet and Tofino.

The following is a high-level project timeline outlining next steps going forward.

<table>
<thead>
<tr>
<th>Action</th>
<th>Timeframe</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Service Option Selection</td>
<td>October</td>
<td>2018</td>
</tr>
<tr>
<td>2. Public Engagement on Selected Service Option</td>
<td>Spring</td>
<td>2019</td>
</tr>
<tr>
<td>3. Final Approval of Service Option</td>
<td>Spring</td>
<td></td>
</tr>
<tr>
<td>4. Request Transit Expansion (BC Transit MOU)</td>
<td>Spring/Summer</td>
<td></td>
</tr>
<tr>
<td>5. New Service Bylaw Approval</td>
<td>Fall/Winter</td>
<td>2019/20</td>
</tr>
<tr>
<td>6. Finalize Operating Agreement &amp; Logistics</td>
<td>Spring/Summer</td>
<td>2020</td>
</tr>
<tr>
<td>7. Service Implementation</td>
<td>Fall</td>
<td></td>
</tr>
</tbody>
</table>

Staff are recommending that approval be granted to BC Transit in order to move ahead with public engagement on the new proposed West Coast transit service. Feedback from this engagement will incorporated in the final service details.

Time Requirements – Staff & Elected Officials:

A marginal amount of staff time will be required to assist with next steps of this initiative.

Financial:

There are a number of different options to apportion costs amongst the funding participants. These can include a tax apportionment model based on parcels, land improvements, parcel and improvements, service hours by jurisdictions, and population are a few to note. Apportionment based on land and improvements tends to be the fairest approach as it incorporates land values as well as land improvements therefore more equitably distributing costs amongst participants as it uses a standard service cost unit rate, or mill rate. Land and improvements is the current apportionment approach for allocating costs for the Alberni Valley handyDART service.

For illustration purposes only, below is a high-level estimate and example of how costs would be shared under a land and improvement model with the service participants being the District of Ucluelet and Tofino as well as Electoral Area C – Long Beach. This is based on an estimated total service cost of $450,000 with a 53% local cost share agreement with BC Transit, which equates to a $240,000 annual cost to the ACRD. This does not include potential offsetting revenues collected through the fare box that would be 100% retained by the ACRD.

It should be noted that further engagement with local First Nations will also take place as part of next steps to determine other potential service participants.
The estimated residential tax rate, based on the above assumptions would be $0.11 per $1,000 of assessed value. Therefore, a property with a $500,000 total assessed value would have paid approximately $56 for this service 2018.

**Policy or Legislation:**

Confirming the local governance of this new service will be a key part of next steps upon final confirmation of the service level and cost. This includes determining the funding participants for the service and how the costs for the service will be allocated and collected through taxation. This would also require a new service establishment bylaw triggering an elector assent process. It is assumed that the new service contract with BC Transit would be administered by the ACRD considering the Regional District already has a service agreement with BC Transit and that this new service could just be an amendment.

**Options Considered:**

The only option considered is not to continue on with this project which would require immediate notification to BC Transit. However, this is not recommended as there has been a lot of momentum and community support to date to try and establish a new West Coast transit service and therefore the staff feel the broader public should have a chance to comment on the recommended service option and associated costs.

Submitted by:  
Rob Williams, MSc, General Manager of Environmental Services

Approved by:  
Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer
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1. Introduction
The purpose of this feasibility study is to describe the potential service options and resources required to implement transit service between the Districts of Tofino and Ucluelet.

2. Background
In 2009, the Corporation of the District of Tofino approached BC Transit to conduct a feasibility study in the area servicing Tofino, Ucluelet and the Ahousaht, Hesquiaht, Yuuluʔiłʔath, Toquaht, and Tla-o-qui-aht First Nations. BC Transit completed a Pre-Feasibility Study to provide a scope of the service and high level cost estimates for consideration by all parties. No action was taken from the initial study. Though this study was completed, a refresh of scope and costs is required due to population growth in each of the communities.

In preparation for the Feasibility Study, the ACRD undertook a market demand analysis to define desired scope of the transit system and current transportation assets in the region. The West Coast Transportation Study Scope Setting document (Appendix A) outlines population demographics, community land use and transportation plans, existing transportation solutions and an analysis of the potential market.

The purpose of this document is to provide a conceptual overview of service options and a final recommended service option for consideration by the ACRD Board. Further work, including detailed schedule development and detailed costing, is required to implement transit service in the area. In addition, an amended Annual Operating Agreement is required.

Figure 1: Study Area

3. Objectives
The objectives of the feasibility study, as discussed and reviewed with the local partners, are listed below. The objectives serve to define the expected role of transit in the region in terms of
service levels and form the basic requirements any proposed transit system must fulfill in order to be acceptable to the regional district, local municipalities and First Nations communities.

1. Identify the transit market based on demographic data and existing transportation services.
2. Develop service options and outline associated costs. Service options will be consistent with the area’s population and land use patterns.

4. Transit Market
Community profiles are useful in determining the size and characteristics of the potential transit markets. Various factors impact transit ridership, including sociodemographic characteristics, individual travel patterns, land use and development patterns, comparable travel times with the private vehicle, parking prices, access to key destinations, transportation network design, existing transportation options, fare prices, and fuel prices.

The west coast communities of the Alberni Clayoquot Regional District (ACRD) are made up of the two municipalities of Tofino and Ucluelet; the ACRD Electoral Area C; and the 5 Nuu-Chah-Nulth Nations, Hesquiaht, Ahousaht, Tla-o-qui-aht, Yuu-thlu-ilth-aht and Toquaht. Travel between these rural and remote communities varies between highway access, logging roads, boats and float planes. This study will focus on travel services between communities with paved road access along highway 4 and Port Albion Road - Ucluelet, Hitacu, Esowista, TyHistanis, Tofino and ACRD Area C.

4.1 Community Overview
Population and Employment Statistics
The 2016 Census recorded a permanent population of approximately 5340 residents in the west coast communities over 3228 square kilometres of diverse geography. The west coast communities host a young population with a median age of 34. According to the 2016 census, 26% of the population is aged 20 to 34, followed by those aged 35 to 49 at 23% and 19% of residents from age 50 to 64. The region has a smaller youth and senior population with 13% of youth aged 0 to 19 and 12% age 65 and older. Table 1 displays the population by community from the 2016 Census.

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Tofino</td>
<td>1876</td>
<td>1932</td>
<td>3%</td>
<td>3200</td>
</tr>
<tr>
<td>Ucluelet</td>
<td>1627</td>
<td>1717</td>
<td>5.5%</td>
<td>1717</td>
</tr>
<tr>
<td>Alberni-Clayoquot Area C</td>
<td>433</td>
<td>677</td>
<td>56.4%</td>
<td>677</td>
</tr>
<tr>
<td>Hitacu</td>
<td>240</td>
<td>274</td>
<td>14.2%</td>
<td>274</td>
</tr>
<tr>
<td>Esowista (and Ty-Histanis)</td>
<td>176</td>
<td>94</td>
<td>-46%</td>
<td>431</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4352</strong></td>
<td><strong>4694</strong></td>
<td><strong>6.6%</strong></td>
<td><strong>6349</strong></td>
</tr>
</tbody>
</table>

According to the 2016 Census the permanent population of the west coast communities located within the study area is 4694 and showing growth. Due to some ongoing challenges in census data, each community was contacted to validate population through housing departments and district records as part of the Market Demand Analysis. With community data incorporated the west coast communities in this study area have a permanent population of 6349 showing considerable growth since the 2011 census.
Community Evolution

The allure of the Pacific Rim National Park and marketing for the region as a tourist destination has led to growth and a significant tourism economy in the west coast communities.

- The region sees an annual influx of visitors and seasonal workers, 940,000 visits to Pacific Rim National Park between May and October in 2015 according to Parks Canada.
- Most opportunities for employment are located in the municipalities of Ucluelet and Tofino, with ongoing economic and community growth the need for housing and transportation services within and between communities becomes more evident.
- Seasonality of the tourism industry draws a young demographic which are often not accounted for as residents in the municipalities for census although Districts are working to address this information gap.
- New housing developments in the First Nation communities have led to growing populations, increased training and employment opportunities in community as well as need to access services in neighboring communities.
- Although 2016 Census numbers identify a 6.6% growth, when community population data is incorporated the growth rate is significant and development is continuing.

Community Land Use and Form

Communities in the study area are comprised primarily of single family dwellings which account for 66% of housing. Official community plans and housing studies in the area as a whole are recognizing the need for increased affordability and housing options in order to accommodate long term residents and seasonal workers while balancing the demands of an attractive vacation destination. First Nation communities within as well as outside of the study area have been active in developing new housing opportunities for members which has seen an increase to populations as well as an increased need develop community amenities and means to access those in neighboring communities.

Employment

The 2016 Census reports that the median income after tax for households in the study area is $52,448 while the 2017 Clayoquot Living Wage calculation suggests an annual household income of $73,200 is required to meet regional living expenses. A large percentage of residents rely on sales and service roles in tourism as a primary occupation with 26.6% of residents reporting that they have two jobs and 11.6% have three or more jobs. According to the Clayoquot Living Wage calculation 40% of residents earn less than or close to minimum wage and 67% of residents earn less than the calculated living wage of $20.11. The 2016 census demonstrates the strong trend towards the tourism based economic drivers, the top concentrations of industries which residents in the study area are employed:

- 28% in accommodation and food services;
- 9% in retail trade;
- 7% in agriculture, forestry, fishing and hunting;
- 7% in construction;
- 6% in public administration, healthcare and social work and transportation and warehousing respectively.

Community Amenities and Trip Generators
Due to the small permanent population in the region, infrastructure for basic needs such as health care, education, recreation and employment are shared between communities. Most infrastructure and employment opportunities are located in one of the two municipalities, which necessitates increased travel between communities.

Recreation facilities and halls exist throughout the region with local programing for residents, annual and special events at both indoor and outdoor venues, in part due to the tourism industry as well as the prevalence of outdoor activities and culture. In addition, a new regional multiplex recreation facility is being planned on the traditional territory of the Tla-o-qui-aht First Nations along Airport road. The project consists of a multi-phased development of a recreation facility to serve multi-generational families and provide a basic community service that does not currently exist.

Transit routes that align with population density generate high levels of ridership throughout the entire duration of the trip. Based on evidence across North America, development that is concentrated in nodes but not contiguous generates less overall ridership as the bus will not pick anyone up for the majority of the trip. There are a number of key destinations that are located along the transit route that could generate demand throughout the day and not just at either end of the route. These destinations include, but are not limited to:

- Downtown Tofino
- Industrial Way
- Tofino Botanical Gardens
- Highway Plaza
- Tourism Tofino
- Tofino-Long Beach Airport (YAZ)
- Tofino – Ucluelet Junction
- Downtown Ucluelet

**Existing Transportation Options**

Transportation options around the region are limited. As with many rural communities, walking and cycling infrastructure can be limited in certain sections of each community, shoulders on highways are narrow if present at all, but recent efforts to plan more accessible active transportation options has seen improvements to this.

Since 2012, the District of Tofino has offered a free hourly, daytime shuttle from late June to early September through a contract with Tofino Bus. This service is funded by a blend of Resort Municipality Initiative funding, pay parking revenue, and Gas Tax grant funding. Ridership statistics from this six-year seasonal shuttle indicate steady growth and an increase in usage by residents and visitors alike. In 2017, the shuttle operated from 8:00 am to 10:00 pm with nine stops servicing 26,270 riders over the two-month program. A 40-foot low floor bus is used to provide this service and can accommodate large surfboards of up to 12 feet. Preliminary 2018 ridership numbers show an increase in demand over the previous year.

School District 70 also contracts Tofino Bus to transport students to local schools.

Many of the residents of the west coast communities rely on private transportation options in order to access basic needs, as such less safe transportation options such as hitch hiking are also common to those without personal transportation.
4.2 Estimated Transit Ridership

There are approximately 6,000 people who live in the communities in the Study Area. Due to limited transportation options in the region, it is anticipated that customers will use this service for all types of trips rather than for the purpose of commuting to work in peak morning and afternoon hours. Therefore, service options will be developed to meet ridership demand.

The community population, land use patterns, and low density along Highway 4 suggest that this transit line will be relatively low in productivity at an estimated 5-7 rides per hour. The service options provided below reflect an appropriate level of transit service for the anticipated demand.

5. Service Options

Service options are designed to meet the level of ridership demand and needs of customers. The service description of each option identifies the following:

Conventional Transit

Conventional transit operates mainly in urban areas and uses standard sized buses (35 feet long or more) or high capacity buses in dense urban areas. Trips operate on fixed routes and follow schedules.

Flexible Transit or Flex-Routed Transit is built on a fixed route; however extra time is scheduled into trips. This extra time enables the bus to go off route within to provide door-to-door pick up and/or drop off.

Given the relative high cost of providing HandyDART service, it is important to ensure that customers are matched with the type of transit service needed. This helps to ensure that limited resources are allocated appropriately and available for those that require the service. In order to meet the needs of the ageing demographic, alternative service delivery model, such as Flexible Transit should be considered.

The benefit to this flexible transit model is that it provides the predictability of scheduled service for the general population while also being providing a higher level of access.

Paratransit services typically use an accessible transit vehicle provided by BC Transit and are usually operated by contracted private operating companies or local governments contracted to provide that function.

Paratransit operates only when passengers request service and provides door-to-door service. Dispatchers work to group similar trips together and have a specified number of service hours within each day to allocate trips.
The key benefit of this style of service is that it is the most efficient way of providing service to people with a disability and others in a rural setting. It groups similar trips together and ensures that the bus doesn’t travel further than it needs to. The challenge is that it can be harder to mix with commuter needs and can provide less predictability and autonomy for general users.

Definitions

- **Service Hours** - Estimated number of annual hours that will be utilized based on the time to complete one round-trip and any recovery time.
- **Ridership** - Estimated annual ridership based on ridership levels on routes in other, similar transit systems.
- **Vehicle Requirements** - Estimated number of vehicles required to operate the service option.
- **Estimated Cost** - Expected annual cost based on a standardized operating cost per service hour and estimated vehicle costs, off-set by passenger revenue.

Service Options

The proposed routing is outlined in the map below. The route is 42 kilometers one way and would take approximately 60 minutes for a transit vehicle to drive. A 10-minute recovery would be added to the route to create a cycle time\(^1\) of 70 minutes (one direction).

Proposed routing would require further analysis to identify timing points, potential stops and develop detailed travel times. In addition, analysis is required to determine whether the turnarounds identified in downtown Ucluelet and downtown Tofino are feasible.

The transit service options, as outlined below, seek to provide a minimum level of service to residents between Tofino and Ucluelet. The options provide high level cost estimates, two vehicle type (light-duty and medium-duty) options, frequency, and span. All trips would operate approximately between 7:00 am and 7:00 pm.

Proposed Transit Line

This route will operate bi-directionally between Tofino and Ucluelet via Highway 4.

\(^1\) Cycle time is the total time it takes to complete a route, including travel time and layover time
Proposed Route Descriptions

4 Tofino
Start on Neil Street, left on Third Street, right on Campbell Street, continue on Pacific Rim Highway, continue on Tofino Ucluelet Highway, continue on Peninsula Road, left on Marine Drive, left on Helen Road, right on Fraser Lane

4 Ucluelet
Start on Fraser Lane, continue on Cedar Road, left on Bay Street, right on Peninsula Road, continue on Tofino Ucluelet Highway, continue on Pacific Rim Highway, continue on Campbell Street, left on First Street, left on Neil Street

Service Option 1
Conventional Transit - Monday to Sunday
The conventional service option provides transit service along a fixed route Monday through Sunday between Ucluelet and Tofino. This option focuses on providing a higher level of service in the summer during tourist season, and a focus on providing basic transit service in the winter.
for local access for everyday trips. This routing also services the Esowista and TyHistianis First Nations communities. This routing does not directly serve the Hitacu First Nations community, though future expansion could consider directly servicing the community.

Service Option 1 proposes 70-minute service in the summer months from 6:00am to 9:00pm. During the winter months, 140-minute service is provided from 7:00am to 9:00pm. This service option requires two vehicles to be in service during peak season. A third vehicle would be required as a spare for the fleet.

Pros:
- Regular, predictable service;
- Operates 7 days a week, provides reliable option for residents;
- Attractive option for commuters

Cons:
- Winter service span differs in Tofino and Ucluelet because system uses one bus in the winter
- Does not directly serve the Hitacu First Nations community;

**Service Option 1 – Summer (May to October)**

**Span of Service**

<table>
<thead>
<tr>
<th>First trip</th>
<th>Last trip</th>
<th>First trip</th>
<th>Last trip</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Tofino to Ucluelet</td>
<td>From Ucluelet to Tofino</td>
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<tr>
<td>6:00</td>
<td>21:10</td>
<td>6:00</td>
<td>21:10</td>
</tr>
</tbody>
</table>

**Service Frequency, Approximate headways between trips**

<table>
<thead>
<tr>
<th>Route Segment</th>
<th>All Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tofino ↔ Ucluelet</td>
<td>70</td>
</tr>
<tr>
<td>Ucluelet ↔ Tofino</td>
<td>70</td>
</tr>
</tbody>
</table>

**Potential Schedule**

<table>
<thead>
<tr>
<th>Tofino to Ucluelet</th>
<th>Ucluelet to Tofino</th>
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</thead>
<tbody>
<tr>
<td>Leaving Tofino</td>
<td>Leaving Ucluelet</td>
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</table>
Service Option 1 – Winter (November to April)

Span of Service

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<thead>
<tr>
<th>First trip</th>
<th>Last trip</th>
<th>First trip</th>
<th>Last trip</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Tofino to Ucluelet</td>
<td>From Ucluelet to Tofino</td>
<td></td>
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<tr>
<td>7:00</td>
<td>19:40</td>
<td>8:10</td>
<td>20:50</td>
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</tbody>
</table>

Service Frequency, *Approximate headways between trips*

<table>
<thead>
<tr>
<th>Route Segment</th>
<th>All Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tofino ↔ Ucluelet</td>
<td>140</td>
</tr>
<tr>
<td>Ucluelet ↔ Tofino</td>
<td>140</td>
</tr>
</tbody>
</table>

Potential Schedule

<table>
<thead>
<tr>
<th>Tofino to Ucluelet</th>
<th>Ucluelet to Tofino</th>
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</thead>
<tbody>
<tr>
<td>Leaving Tofino</td>
<td>Arrive Ucluelet</td>
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<td>7:00</td>
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Service Option Summary

<table>
<thead>
<tr>
<th>Season</th>
<th>Service Frequency</th>
<th>Trips per day</th>
<th># of buses</th>
<th>Days per week</th>
<th>Weeks per year</th>
<th>Est. Annual Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer</td>
<td>70 minutes</td>
<td>14</td>
<td>2</td>
<td>7</td>
<td>27</td>
<td>7000</td>
</tr>
<tr>
<td>Winter</td>
<td>140 minutes</td>
<td>6</td>
<td>1</td>
<td>7</td>
<td>25</td>
<td>3000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>20</td>
<td>3</td>
<td>7</td>
<td>52</td>
<td>10,000</td>
</tr>
</tbody>
</table>

Service Option 2 – summer (May to October)

Flex-Route Transit

This service option operates using a conventional route and schedule, with time built into the schedule for the bus to deviate from the route. Residents can request a pick-up or drop-off and
the bus deviates from the route to provide the door-to-door service. If there are no requests, scheduled service continues and the driver has extra time at either end of the route.

The service would provide a connection for the Hitacu First Nations Community. The maximum distance the vehicle should deviate from the fixed route system is 8km.

Pros:

- Accommodates demand from neighbourhoods and First Nations Communities not directly on the Highway;
- Provides a reliable daily option with door-to-door service.

Cons:

- Winter service span differs in each community because system uses one bus;
- Trip travel times inconsistent, not attractive for commuters

Span of Service

<table>
<thead>
<tr>
<th>First trip</th>
<th>Last trip</th>
<th>First trip</th>
<th>Last trip</th>
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<tbody>
<tr>
<td>From Tofino to Ucluelet</td>
<td>From Ucluelet to Tofino</td>
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<td>6:00</td>
<td>20:00</td>
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<td>20:00</td>
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</table>

Service Frequency, Approximate headways between trips

<table>
<thead>
<tr>
<th>Route Segment</th>
<th>All Day</th>
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</thead>
<tbody>
<tr>
<td>Tofino ↔ Ucluelet</td>
<td>90</td>
</tr>
<tr>
<td>Ucluelet ↔ Tofino</td>
<td>90</td>
</tr>
</tbody>
</table>

Potential Schedule

Pick-ups and drop-offs will be scheduled with the operating company at least one-day prior.

<table>
<thead>
<tr>
<th>Tofino to Ucluelet</th>
<th>Leaving Tofino</th>
<th>Arrive Ucluelet</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:00</td>
<td>7:30</td>
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<td>7:45</td>
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<td>20:00</td>
<td>21:30</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Ucluelet to Tofino</th>
<th>Leaving Ucluelet</th>
<th>Arrive Tofino</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:00</td>
<td>7:30</td>
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<td>20:00</td>
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</table>

Service Option 2 — winter (November to April)

Span of Service

<table>
<thead>
<tr>
<th>First trip</th>
<th>Last trip</th>
<th>First trip</th>
<th>Last trip</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Tofino to Ucluelet</td>
<td>From Ucluelet to Tofino</td>
<td></td>
<td></td>
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<tr>
<td>7:00</td>
<td>20:00</td>
<td>8:45</td>
<td>18:15</td>
</tr>
</tbody>
</table>
Service Frequency, *Approximate headways between trips*

<table>
<thead>
<tr>
<th>Route Segment</th>
<th>All Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tofino ↔ Ucluelet</td>
<td>180</td>
</tr>
<tr>
<td>Ucluelet ↔ Tofino</td>
<td>180</td>
</tr>
</tbody>
</table>

Potential Schedule

Pick-ups and drop-offs will be scheduled with the operating company at least one-day prior.

<table>
<thead>
<tr>
<th>Tofino to Ucluelet</th>
<th>Ucluelet to Tofino</th>
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</thead>
<tbody>
<tr>
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<td>18:00</td>
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<td>20:00</td>
<td>21:30</td>
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</tbody>
</table>

Service Option Summary

<table>
<thead>
<tr>
<th>Season</th>
<th>Service Frequency</th>
<th>Trips per day</th>
<th># of buses</th>
<th>Days per week</th>
<th>Weeks per year</th>
<th>Annual Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer</td>
<td>90 minutes</td>
<td>9</td>
<td>2</td>
<td>7</td>
<td>27</td>
<td>5500</td>
</tr>
<tr>
<td>Winter</td>
<td>180 minutes</td>
<td>5</td>
<td>1</td>
<td>7</td>
<td>25</td>
<td>3500</td>
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<tr>
<td>Total</td>
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<td>9,000</td>
</tr>
</tbody>
</table>

**Service Option 3**

All-day On-demand Transit Service

In addition to the above service options, a paratransit option was explored centered around the by-request model and is not tied to a schedule or fixed-route. To schedule a pick-up, customers call the operator the day prior to their trip to request a pick up. The operator creates a schedule based on the requests received that day and notifies the riders of the schedule for the next day. Customers who did not schedule a pick-up can still catch the bus by flagging down the bus along the route. This service option would provide service to all of the First Nations communities with paved road access and could even be extended to Toquaht Bay Road to provide a connection for the Toquaht First Nations Community.

This option would be in addition to service option 1 or 2.

**Pros:**

- Provides basic service for shopping, social, or medical trips; and
- Provides door-to-door service.

**Cons:**

- Expensive to operate
• Three days per week service will not meet all resident needs; and
• Commuters are not accommodated;

Span of Service

Service would be available from 7am to 7pm Tuesday through Thursday. Future phases could consider extending service span and days of the week the service is offered.

<table>
<thead>
<tr>
<th>Season</th>
<th>Hours per day</th>
<th># of buses</th>
<th>Days per week</th>
<th>Weeks per year</th>
<th>Annual Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>All year</td>
<td>12 hours</td>
<td>1</td>
<td>3</td>
<td>52</td>
<td>2,500</td>
</tr>
</tbody>
</table>

6. Fleet and Infrastructure Options

Operations and Maintenance Facility

A transit operations and maintenance facility is required for storing and maintaining buses. At minimum, there needs to be secure off street parking for fleet vehicles, servicing of fareboxes, office space for administration, driver check in, lost and found and dispatch space to support Custom Transit Service.

There are two approaches that can be considered.

Option 1 – Operating Company

Acquiring land, building and maintaining facility can be included in the request for proposal when hiring an operating company. This option increases costs, but requires less maintenance and administration. In this scenario, the proponent is responsible for securing a location to park and service the fleet.

Option 2 – ACRD, or local partner owned facility

The ACRD or one of the local partners provides a location for a maintenance facility. This option minimizes costs.

Transit Vehicle

Tofino and Ucluelet are world renowned surf locations, with over 35 kilometres of pristine beaches that attract surfers from all over the world. As a result, consideration must be given to allowing surfboards on transit vehicles. There are two types of vehicles that were considered for modifications to accommodate surfboards. These modifications would require capital investment before delivery, and design approval from the Fleet Standards team.

Rear-loading International El-Dorado

The International El-Dorado is a dynamic specialty bus, commonly used in paratransit systems or custom transit systems. They are a light duty high-floor design vehicle which typically have lower maintenance costs than low-floor models, but raise the challenge of loading ambulatory passengers via a lift instead of a kneeling ramp.
Currently, all International El-Dorado buses in the BC Transit fleet have curb-side loading at the front and rear sides of the bus. A true rear-loaded International could be explored to accommodate putting surfboards on buses. However, this is not an efficient way of loading ambulatory passengers because loading would occur off the curb on the road behind the vehicle. The International bus can accommodate 30 seated passengers and four wheel chairs. The International has the potential to accommodate surf boards up to 12', but a modified floor plan is required and could come at the cost of seating.
Figure 4 – Current International El-Dorado Floor Plan. Wheelchair access door would need to move to back of bus to accommodate loading surf boards

30’ Vicinity

The 30’ Vicinity bus resembles a more traditional public transit vehicle and is commonly used in conventional transit systems. It is a medium duty bus that can accommodate 24 seated passengers plus standees and 2 wheel chairs. There is an opportunity to order a modified floor plan Vicinity 30’ bus to accommodate surfboards, but it will come at the expense of passenger seating and initial capital investment. The Vicinity bus can load surfboards through the rear doors and can potentially accommodate a board up to 10.5’ in length. The lease fees and fuel costs are more expensive for the Vicinity than an International El-Dorado.
Maintenance Provider Considerations

An in-depth feasibility study of maintenance providers in the region would need to occur to verify which fleet type would be suitable for the service. Maintenance for an International El-Dorado bus could be contracted out to maintenance providers that work on school buses or city fleet vehicles because of the simple high-floor design that is similar to automotive trucks. Maintenance for a Vicinity would involve a BC Transit presence to train maintenance providers and to provide parts inventory stock as Vicinity buses are an atypical vehicle. Because of the low-floor design, Vicinity buses require hoists to work on them. If the maintenance provider doesn’t have access to hoists, it would require an additional capital investment of roughly $60,000 cost shared between BC Transit as an initial lump sum and the local government as a lease fee. Port Alberni operates Vicinity buses today, and work could be contracted to their maintenance facility, but there would be large costs and downtime associated with maintaining buses further away from the operating system.

Fleet Compatibility Considerations

Consideration should be given to the compatibility with the BC Transit fleet if modifications are made to buses servicing this area to accommodate surf board as a modified vehicle would limit fleet movements and use of the contingency fleet.

7.7 Service Option Summary & Recommendations

The service options presented are intended to provide a preliminary high-level sense of the feasibility and scope of transit options for the west coast communities. They are intended to be further refined through public engagement and implementation.

BC Transit is recommending to move forward with Conventional Service Option 1. Service Option 1 offers a more attractive level of service for a marginal increase in cost.
<table>
<thead>
<tr>
<th>Option</th>
<th>Total Vehicles</th>
<th>Annual Service Hours</th>
<th>Ride per hour</th>
<th>Annual Ridership</th>
<th>Est. Revenue</th>
<th>Operatings Costs</th>
<th>Lease Fees (Local Share)</th>
<th>Total Est. Cost</th>
<th>Est. Net Muni Share</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Option 1:</strong></td>
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<tr>
<td><strong>Conventional Transit</strong></td>
<td>2+1</td>
<td>10,000</td>
<td>7</td>
<td>70,000</td>
<td>$140,00</td>
<td>$850,00</td>
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<td><strong>Option 2:</strong></td>
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<td></td>
</tr>
<tr>
<td><strong>Flex-Route Transit</strong></td>
<td>2+1</td>
<td>9,000</td>
<td>5</td>
<td>45,000</td>
<td>$90,000</td>
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<td>$91,00</td>
<td>$856,00</td>
<td>$408,80</td>
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<tr>
<td><strong>Option 3:</strong></td>
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</tr>
<tr>
<td><strong>All-day on-demand Paratransit</strong></td>
<td>1+1</td>
<td>2,500</td>
<td>5</td>
<td>12,500</td>
<td>$25,000</td>
<td>$212,500</td>
<td>$60,70</td>
<td>$237,20</td>
<td>$149,00</td>
</tr>
</tbody>
</table>

* Assumes use of a light duty vehicle  
** Assumes $2.00 fare  
*** Assumes conventional cost sharing % with the province (local share = 53.31%, prov share = 46.69%).

Ultimately community appetite to fund the local portion of costs for service—as well as provincial funding and prioritization for expansion—may make the final call as to whether or not implementation of transit is pursued. Maintenance capacity at the time of implementation may also impact what service might look like and whether service is feasible.

7. Next Steps

This report is provided for review by the Alberni Clayoquot Regional District. BC Transit will await direction from the ACRD to pursue implementation. There are a number of issues related to next steps and potential implementation that should be highlighted:

- **Jurisdiction** – As the local government partner for any potential transit service in the ACRD, the ACRD would need to confirm the process by which the local municipalities, electoral area and First Nations communities might enter into a transit function, what the governance structure might look like, and any local taxation implications.

- **ACRD support** – As this feasibility study was conducted on behalf of the ACRD through the existing transit partnership with BC Transit, this report must be formally received by the ACRD. The West Coast Transportation Committee is the ACRD body that would provide a recommendation to the Regional District Board on next steps. Board approval and direction would be required to move forward on any of the cost-shared proposals.

- **Resident support** – There has not been any consultation as to whether there is resident appetite to pay for transit through property taxes. Public consultation should also include soliciting feedback on the proposed route and schedule to ensure transit accommodates key trip times for residents. If the ACRD Board is supportive of the recommended transit option provided in this report, it would be useful to undertake a public consultation process to gather resident feedback on the plan’s service option as well as their appetite to enter into the transit funding function.

- **Funding** – Under the BC Transit Act, funding for transit systems must be cost shared between BC Transit and the sponsoring local government at a prescribed rate, with passenger revenues used to offset the local share of costs. This funding arrangement
means that both parties must come to the table with funding before service can be implemented. For instance, if a local municipality has funding for new transit services but the corresponding provincial share is not available, then service cannot be implemented.

BC Transit receives its funding on an annual basis from the provincial government. This annual funding arrangement means that BC Transit cannot confirm a timeframe for service implementations over the long term. Typically, BC Transit receives more expansion requests than available funding and as such BC Transit cannot accommodate all requests. Similarly, any new service would also require provision within the ACRD’s budgets.

- **Prioritization** – BC Transit uses a number of transit service performance and land use criteria to prioritize available funding for service expansions between transit systems. Therefore, moving ahead on any of the west coast transit service would require both available provincial funding and sufficient ranking against other requests for services within the ACRD as well as among other communities.

- **Detailed Implementation Plan** – If the service option is approved, BC Transit would work with the ACRD to create a detailed implementation plan. This plan could include issuing a request for proposals to operate services and would also undertake the detailed operational planning to confirm route, schedules, maintenance feasibility and capacity, vehicle requirements, costs and—pending its confirmation of overall service viability—implementation timelines. In addition, an operating agreement is required to implement a transit service.

It is recommended that the Alberni Clayoquot Regional District:

- Receive this report for approval;
- Provide direction on whether the ACRD Board would like BC Transit to proceed with an implementation plan
REQUEST FOR DECISION

To: West Coast Committee

From: Rob Williams, General Manager of Environmental Services

Meeting Date: October 3, 2018

Subject: Parks Canada Building Lease

Recommendation:

1. THAT the West Coast Committee recommends that the ACRD Board direct staff to further investigate long-term lease options with Parks Canada to support their public works operation; and

2. THAT staff be directed to negotiate an interim lease agreement with Parks Canada until a long-term direction is confirmed.

Desired Outcome:

That a long-term partnership and lease agreement be established with Parks Canada.

Background:

The ACRD and Parks Canada entered into a three year lease agreement in September 2015 for the occupation and use of three out buildings at the Long Beach Airport in order to assist with park operations. Specifically, these building aid Parks Canada with maintenance and storage of their public works equipment.

Early in 2016 Parks Canada notified the ACRD that they had followed up on staff complaints regarding the overall condition of the leased buildings with respect to occupational health and safety. Park staff then retained the services of WSP consulting to officially assess the structural condition of two of the buildings and provide recommendations to address any deficiencies. In summary, the assessment came back with significant structural deficiencies in regards to lateral loading and recommended wall and roof upgrades. Further recommendations were made to have non-structural components assessed for seismic restraint. ACRD Building staff have also visually assessed the buildings and confirmed required work. Total cost estimates for the repairs have been estimated to be upwards of $500,000. It should be noted that in the lease agreement, the lessee is responsible for basic maintenance to all buildings and improvements; as well as keeping all buildings in a neat and tidy condition. Therefore it is the lessor’s (ACRD) responsibility for major building improvements or capital upgrades.

When the ACRD acquired the Long Beach Airport from the federal Department of National Defense in 2000 they accepted the condition of all assets on the property as is. Unfortunately the leased Parks Canada buildings were starting to show their age in 2000 as they were initially built in the 1940’s. Very few, if any, major building repairs or upgrades have been completed by the ACRD since taking over the property from the federal government.

The ACRD is now faced with a difficult situation as the Parks Canada lease has expired and the leased buildings now require significant structural upgrades. Unfortunately, moving ahead with these necessary upgrades has not been approved as part of the current 5 year financial plan and therefore there are no capital funds allocated for this project.
Further, resolving to invest the necessary funds to bring the buildings to an acceptable standard is a tough decision considering the lease agreement is not considered a core aspect of airport service delivery and or operations. Lastly, while the lease agreement can be viewed as an anchor tenant with sufficient annual revenue, it would take roughly 17 years to repay the necessary funds for the upgrades under the current lease rate of $30,000 annually.

**Time Requirements – Staff & Elected Officials:**

A sufficient amount of staff time will be required to investigate feasible lease options to support existing Parks Canada public works operations.

**Financial:**

Exact financial impacts vary depending on the approved direction, however, electing to proceed with the estimated $500,000 in required upgrades would require internal or external borrowing. This is not recommended at this time considering there are other core service priority projects currently underway and that there are no available capital funds for this project. There is also no confirmed business case to support a specific direction for necessary capital repairs and lease opportunities.

**Policy or Legislation:**

NA

**Options Considered:**

An alternative to the recommended direction would be to not proceed with exploring lease options and cancel the existing lease agreement with Parks Canada.

Submitted by: ___________________________________________________________________
Rob Williams, MSc, General Manager of Environmental Services

Approved by: ___________________________________________________________________
Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer
REQUEST FOR DECISION

To: West Coast Committee

From: Rob Williams, General Manager of Environmental Services

Meeting Date: October 3, 2018

Subject: Millstream Water Connection

Recommendation:

THAT the West Coast Committee recommends that the ACRD Board of Directors instruct staff to investigate the feasibility of expanding the boundaries of the Millstream water service area as requested by the property owner of 2401 Grant Avenue, Long Beach and report back on the feasibility of this request.

Desired Outcome:

To investigate and report back to the West Coast Committee and ACRD Board of Directors on the feasibility of expanding the Millstream Water Service in order to potentially accommodate additional water connections from residents on Grant Avenue, Long Beach.

Background:

The ACRD recently received a petition from a property owner located at 2401 Grant Avenue, Long Beach requesting to join the Millstream Water System Service area. The Millstream Water system was originally established to solely accommodate a logging camp. In 1992, the Regional District took over the water system and established, by bylaw, the Millstream Water local service area. The attached map defines the service area.

Prior to the ACRD Board of Directors considering amending the boundaries of the Millstream Water service area there are several matters that require further investigation:

a. Confirm there is sufficient water supply to accommodate additional connections from properties within the area as well as fire flows;

b. Determine any negative impacts associated with additional connections;

c. Investigate the ability to charge a connection fee; and

d. Review all applicable bylaws, many of which are very old and which possibly require updating.

Staff requested that the resident provide sufficient information regarding the intent of the water connection in order to gain a better understanding of the potential water demand and usage from the resident. More specifically, the Beaver Creek Water System Service Connection Application was provided as a template. In summary, the resident is requesting a water connection to serve two consumer units including 3 shower/bathtubs, 2 washers, 4 toilets, 6 sinks, 4 hose bibs, and 2 dishwashers.

Staff are requesting approval to continue to determine if an expansion of the Millstream Water System Boundary is feasible in order to further process the new service petition, as outlined above.
Time Requirements – Staff & Elected Officials:
A sufficient amount of staff time will be required to continue investigating this matter.

Financial:
All capital costs associated with any new water connection to the Millstream Water System is the sole responsibility of connecting property owners. Connected properties are also responsible for quarterly usage charges.

Policy or Legislation:
Millstream Water Local Service Area Establishment Bylaw No. 762, 1992
Millstream Water Local Service Area Regulation Bylaw No. 927, 1995
Millstream Water Local Service Area Rates Bylaw, 2009

Options Considered:
An option to consider is whether to deny this application based on the premise that there was never an intent to expand the established service area and that to do so may create a complex situation with respect to fairness, as not all future water connections in the area may be accommodated. Additional connections may negatively impact the overall water supply for the system including fire flows.

Submitted by: ____________________________________________
Rob Williams, MSc, General Manager of Environmental Services

Approved by: _____________________________________________
Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer
REQUEST FOR DECISION

To: West Coast Committee

From: Brenda Sauve, Environmental Services Coordinator

Meeting Date: October 3rd, 2018

Subject: Water Strip Lease – Long Beach Airport

Recommendation:

That the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board of Directors enter into a three (3) year lease agreement with Tofino Air Lines to operate the water strip at the Long Beach Airport commencing November 1, 2018 for the annual lease amount of $7,187.10 plus applicable taxes with CPI increases.

Desired Outcome:

That the ACRD charges Market Value appraisal fees for all lease lots at the Long Beach Airport (LBA), which are based on the report of the Lease Area at the Long Beach Airport (CYAZ) prepared by Pacific Rim Appraisals dated June 27th, 2016. This enables the ACRD to keep the lease lot rates consistent and fair for all lessees at the Airport.

Summary:

The Water Strip Lease with Tofino Air Lines expired on June 30th, 2016, they have been renting on a month to month basis since then. The new lease rate based on the 2016 appraisal for the water strip is $6,930.00. With the CPI index increases since 2016, it is currently valued at $7,187.10. Tofino Air has indicated they are currently not willing to pay the fee increase and therefore have asked the ACRD to keep the fee at $3125.04 plus taxes and with the CPI increases. Tofino Air also leases Lot F at the Long Beach Airport at a rate of $6,333.43 per year plus tax and CPI increases, which is used as an Aircraft Hangar, Maintenance Shop and one (1) Staff accommodation unit which may include a recreational vehicle. They also have a house rental lease with us, which is in the amount of $750.00 a month, of which $600.00 is deducted from the monthly rent in lieu of providing caretaker services at the LBA terminal building. Tofino Air have been lessors of the ACRD since the LBA was taken over from Transport Canada.

Background:

Tofino Air have held the lease for the water strip at the Long Beach Airport since the airport was operated by Transport Canada.

In 1991 Transport Canada (owners of the airport at the time) granted Tofino Air a lease and approved the construction of the water runway which was constructed at the cost of Tofino Air.

• Tofino air currently pays $3125,04 plus tax yearly plus CPI increases for the Water Strip Lease.

Members: City of Port Alberni, District of Ucluelet, District of Tofino, Yuułuʔiłʔath Government, Huu-ay-aht First Nations, Uchucklesaht Tribe and Toquaht Nation Electoral Areas “A” (Bamfield), “B” (Beaufort), “C” (Long Beach), “D” (Sproat Lake), “E” (Beaver Creek) and “F” (Cherry Creek)
The owner of Tofino Air was notified in May 2018 that their lease expired on June 30th, 2016 and is up for renewal and notified him of the rate increase. He indicated his concerns about the rate increase and stated they were not prepared to pay the increased rate of $7,187.10, due to the cost of maintenance and increases in the annual property taxes. Tofino Air also indicated that they constructed the water strip at their own expense without any reimbursement from the ACRD.

In July Tofino Air was emailed a draft lease agreement and staff inquired whether they would like to proceed with the Lease renewal or not. The owner of Tofino Air stated that they cannot pay the asking rate and were willing to pay $3,000 annually plus property taxes and maintenance, alternatively Tofino Air could look at a usage fee based on landings and takeoffs and the ACRD can manage the water strip.

Staff notified Tofino Air that a report on this issue would be brought to the West Coast Committee meeting on October 3rd, 2018 with the time and location and invited them to attend.

Time Requirements – Staff & Elected Officials:
Staff time to prepare lease agreement.

Financial:
This will be dependent on the what the WCC recommends.

Policy or Legislation:
A notice of disposition will have to be placed in the Newspaper and on the ACRD website upon the recommendation of the Committee. The Board of Directors must approve lease agreements in accordance with the ACRD Officers Delegation Bylaw.

Options Considered:
Option 1:
That the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board of Directors enter into a three (3) year lease agreement with Tofino Air Lines to operate the water strip at the Long Beach Airport commencing November 1, 2018 for the annual lease amount of $3,125.04 plus applicable taxes with CPI increases.

Option 2:
That the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board of Directors enter into a three (3) year lease agreement with Tofino Air Lines to operate the water strip at the Long Beach Airport commencing November 1, 2018 for the annual lease amount of $7,187.10 plus applicable taxes with CPI increases.

If Tofino Air does not accept Option 2, the ACRD will have to advertise a notice of disposition for the water strip in hopes that other airline companies will take interest in entering into a lease agreement.
The risk is that the ACRD loses the current lessor and we do not get any interest and therefore the ACRD would be responsible for the maintenance and liability of the water strip.

Submitted by: ______________________________
Brenda Sauvé, Environmental Services Coordinator

Reviewed by: ______________________________
Rob Williams BSc., General Manager of Environmental Services

Approved by: ______________________________
Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer
LEASE

THIS AGREEMENT dated for reference the ______ day of ________________, 2018.

BETWEEN:

REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT
3008 Fifth Avenue
Port Alberni, British Columbia
V9Y 2E3

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

TOFINO AIR LINES LTD.
Box 425
Gibsons, BC
V0N 1V0

(the "Lessee")

OF THE SECOND PART

WHEREAS:

A. The Regional District of Alberni-Clayoquot is the owner of the lands and premises in Regional District of Alberni-Clayoquot as shown on Schedule “A”, and legally described in Schedule “B” also known as part of the Long Beach Airport Lands, (the "Airport”):

B. The Lessee has requested and the Regional District has agreed to grant a Lease of a portion of the Airport more particularly described herein.

C. The Regional District has provided a public acquisition opportunity and notice of its intention to dispose of an interest in the Premises in accordance with sections 285 and 286 of the Local Government Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the rents and agreements to be paid and performed by the Lessee, the parties hereto covenant and agree with each other as follows:
1. PREMISES

1.1. The Regional District leases to the Lessee that portion of the Airport as shown outlined in bold on the plan attached to this Lease as Schedule "A" (the "Premises").

2. TERM

2.1. The Term of the Lease shall be as described in Schedule “C”, attached to and forming part of this agreement

3. USE

3.1. The Lessee shall use the Premises for the purposes described in Schedule “D”, attached to and forming part of this agreement, and the Lessee shall not use the Premises for any other purpose without first obtaining the written consent of the Regional District.

4. RENT

4.1. The rent for the Term, shall be as described in Schedule “E”, attached to and forming part of this agreement.

5. NO INTERFERENCE WITH NAVIGATION

5.1. The Lessee shall not do anything that will, in any manner:
   i. interfere with any electronic signal from a facility or service operated by NAV Canada on any part of the Lands;
   ii. cause physical or electronic interference or hazard to the navigation of any aircraft;
   iii. obstruct the line of sight from the air traffic control tower or, where applicable, the flight services station to any part of the Lands and its approaches over which the air traffic control tower or the flight services station has the responsibility for the control or advice related to aircraft and vehicle movements;
   iv. violate any safety-related standards, procedures or recommended practices affecting the provision of Civil Air Navigation Services; or
   v. adversely affect any facility or service operated by NAV Canada.
THE LESSEE COVENANTS AND AGREES AS FOLLOWS:

6. **RENT**

6.1. To pay Rent.

7. **TAXES**

7.1. To pay when due all taxes, rates, duties and assessments whatsoever, whether federal, municipal, provincial or otherwise, charged upon the Lessee or the Regional District as a result of the Lessee's occupation of or use of the Premises.

8. **UTILITIES**

8.1. To pay as they become due all water, sewer, garbage and other rates in respect of the Premises and charges for all gas, oil, telephone and electric power used on the Premises.

9. **CONSTRUCTION**

9.1. That the lessee will not construct nor alter the Improvements or any building, structure, or other improvement on the Premises or place any mobile, modular or temporary dwelling unit, unless, prior to any construction, it has obtained:

   (a) the Regional District's approval in writing to the site plan, working drawings, plans, specifications, and exterior elevations;

   (b) a building permit from the Regional District authorizing the construction of the Improvements set out in the permit and the plans and specifications attached to it; and

   (c) all required inspections,

   and all work shall be carried out at the cost of the Lessee;

9.2. that:

   (a) the height of the Improvements constructed on the Premises shall conform to the requirements of the *Aeronautics Act* RSC 1985, C. A2, as amended from time to time, and all regulations and orders made pursuant to that Act;
(b) the sewage system installed to service the Premises (the "Sewage System") shall be connected to an authorized septic field at the Lessee’s cost;

10. **REPAIR AND MAINTENANCE**

10.1. that it will, at its sole cost and expense, repair and maintain the Premises and all Improvements, at all times to an excellent standard, reasonable wear and tear excepted;

10.2. that it will provide receptacles for refuse and rubbish of all kinds, and remove such refuse and rubbish from the Premises at regular intervals and will not keep or leave any boxes, packing material or rubbish of any kind in or near the Premises or any passages connected with the same;

10.3. that it will keep clean and free from any rubbish, ice, snow, and leaves, all walks, passages, yards and alleys on or adjacent to the Premises;

10.4. that it will keep and leave whole and in good repair all water, gas, and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus, in, on, or attached to the Premises;

10.5. that at the expiration of the Term, the Lessee shall leave the Premises in good repair, reasonable wear and tear excepted.

11. **REGIONAL DISTRICT’S RIGHT OF ENTRY**

11.1. that the Regional District may during normal business hours, enter the Premises and view the state of repair and the Lessee shall repair according to any notice given by the Regional District and if the Lessee fails to so repair, the Regional District may, at its option, upon five (5) days prior written notice to the Lessee, repair such damage or injury in which case the Lessee shall reimburse the Regional District for all costs and expenses of repair, plus an additional amount for administration and overhead, forthwith upon receipt by the Lessee of invoices therefor;

11.2. that the Regional District, its employees, servants, or agents shall, during normal business hours and only for the purposes contemplated by this Lease, have full and free access to any and every part of the Premises and the Improvements on twenty-four (24) hours’ notice to the Lessee.
12. **ASSIGN AND SUBLET**

12.1. that it will not assign nor sublet the Premises or any part of it without the prior written consent of the Regional District; will not assign nor sublet, licence, sub-licence, Mortgage or grant any other right or interest in the Premises without prior written consent of the Regional District, such consent not to be unreasonably withheld;

12.2. that the Regional District’s consent to assignment or subletting shall not release or relieve the Lessee from its obligations to perform all the terms, covenants and conditions that this Lease requires the Lessee to perform, and the Lessee shall pay the Regional District’s reasonable costs incurred in connection with the Lessee’s request for consent under section 12.1.

13. **NUISANCE**

13.1. that it will not carry on nor allow to be carried on or done on the Premises anything that:

(a) may be or become a nuisance to the Regional District or the public,

(b) increases the hazard of fire or liability of any kind, over and above activities which are usually carried out at an airport, or

(c) invalidates any policy of insurance for the Premises.

14. **COMPLIANCE WITH LAWS**

14.1. that it will:

(a) comply promptly at its own expense with all statutes, regulations bylaws and other legal requirements (collectively “Laws”) of all federal, provincial, and local authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Regional District or the Lessee, and without limiting this subsection 14.1(a);

(b) at all times during the term observe and comply with the provisions of the Aeronautics Act, RSC 1985 C A-2, as amended from time to time, and all regulations and orders made pursuant to that Act and all successor legislation and all rules and regulations by the Minister of Transport for Canada regarding the use of an airport or any portion thereof and all regulations pertaining to the Airport made by the Regional District.
15. **INSURANCE**

15.1. that it will take out and maintain during the term of the Lease, a policy of comprehensive general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Premises or Airport by the Lessee in the amount of not less than Five Million Dollars ($5,000,000) per single occurrence or such greater amount as the Regional District may from time to time require, naming the Regional District as an insured party thereto and shall provide the Regional District with a certificate of insurance in evidence of this insurance and the additional provisions included under 15.2;

15.2. that all policies of insurance shall contain waiver of subrogation in favour of the Regional District and cross liability, and severability of interest clauses, and shall require the insurer not to cancel, change or allow the insurance to lapse without first giving the Regional District thirty (30) days' prior written notice;

15.3. that if the Lessee does not provide or maintain in force the insurance required by this Lease, the Regional District may, in its sole discretion, either terminate this Lease immediately take out the necessary insurance and pay the necessary premium, and the premium amount shall be paid by the Lessee to the Regional District as Additional Rent immediately upon demand;

15.4. that the deductible for the insurance coverage shall be the sole responsibility of the Lessee to pay; if both the Regional District and the Lessee claim to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the Regional District and the balance, if any, to the settlement of the claim of the Lessee.

16. **INDEMNITY**

16.1. that it will indemnify the Regional District from and against all claims, including Worker's Compensation claims or charges, lawsuits, damages, losses, costs or expenses which the Regional District may incur by reason of the use or occupation of the Premises by the Lessee or the carrying on upon the Premises of any activity in relation to the Lessee's use or occupation of the Premises and in respect of any loss, damage or injury sustained by the Lessee, or by any person while on the Premises for the purpose of doing business with the Lessee or otherwise dealing with the Lessee, or by reason of non-compliance by the Lessee with Laws or by reason of any defect in the Premises, excluding any loss, liability or claim arising from the gross negligence or willful misconduct of the Regional District, and including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Lease;
16.2. that for the purpose of section 16.1 “Lessee” includes any assignee, sub-tenant, licensee, or sub-licensee of the Lessee.

17. BUILDERS’ LIENS

17.1. that it will indemnify the Regional District from and against all claims for liens for wages or materials or for damage to person or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Lessee may make or cause to be made on, in or to the Premises; and will allow the Regional District to post and will keep posted on the Premises any notice that the Regional District may desire to post under the provisions of the *Builders Lien Act*, and all successor legislation, as amended from time to time.

18. POSSESSION

18.1. that it will, at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the Regional District, and any right to notice to quit or vacate being hereby expressly waived by the Lessee despite any law or custom to the contrary.

19. CONDITION OF PREMISES

19.1. that the Lessee has with due diligence investigated and satisfied itself with respect to the condition of the Premises and its suitability for the uses permitted by this Lease, including without limitation with respect to its size, dimensions, state, condition, environmental condition or impact, presence or absence of any substances or conditions (whether hazardous or not), soil and water condition, usefulness, topography, legal access, services and zoning.

20. ENVIRONMENTAL

20.1. that for the purposes of section 20:

(a) “Contaminants” means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (“PCBs”), PCB-containing equipment or materials, pesticides, defoliants, fungi, including mould and spores arising from fungi, or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and
(b) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, code of practice, and other lawful requirements of any government authority having jurisdiction over the Land now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;

20.2. Lessee’s Covenants and Indemnity

(a) the Lessee covenants and agrees:

i. not to use or permit to be used all or part of the Premises for the sale, storage, manufacture, handling, disposal, use or any other dealing with any Contaminants without the prior written consent of the Regional District except for the contaminants used in the normal course of an aviation operation, which the Lessee agrees it will use, store, manufacture, and handle only on an impermeable surface and use, store, manufacture, handle and dispose of in a manner consistent with industry standards, and Environmental Laws;

ii. A full and complete list of the contaminants utilized in the operations of the Lessee will be provided upon request to the Regional District.

iii. to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises;

iv. to promptly provide to the Regional District a copy of any environmental site investigation, assessment, audit, report or test results relating to the Premises conducted by or for the Lessee at any time;

v. to waive the requirement, if any, for the Regional District to provide a site profile for the Premises under the Environmental Management Act or any regulations under that Act;

vi. to maintain all environmental site investigations, assessments, audits, reports, and test results relating to the Premises in strict confidence except as required by law, or to the Lessee’s professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Regional District, which consent may not be unreasonably withheld;
vii. to promptly notify the Regional District in writing of any release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property that could contaminate the Premises or subject the Regional District or the Lessee to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;

viii. on the expiry or earlier termination of this Lease, or at any time if requested by the Regional District or required by any government authority under Environmental Laws, to remove from the Premises all Contaminants, and to remediate by removal any contamination of the Premises or any adjacent property resulting from Contaminants, in either case, brought onto, used at, or released from the Premises by the Lessee or any person for whom it is in law responsible. The Lessee will perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Lessee will provide to the Regional District full information with respect to any remedial work performed under this subsection and will comply with the Regional District’s requirements with respect to such work. The Lessee will use a qualified environmental consultant approved by the Regional District to perform the remediation and will obtain the written agreement of the consultant to the Regional District relying on its report. The Lessee will, at its own cost, obtain such approvals and certificates from the BC Ministry of Environment and other applicable government authorities in respect of the remediation as are required under Environmental Laws or by the Regional District, including without limitation, a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the Regional District. All such Contaminants will remain the property of the Lessee, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises;

ix. to indemnify the Regional District and its shareholders, directors, officers, employees, agents, elected officials, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever, (including any and all environmental or statutory liability for remediation, all legal and consultants’ fees and expenses and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:
A. any breach of or non-compliance with the provisions of section 20 by the Lessee; or

B. any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Lessee or any person for whom it is in law responsible;

(b) that the obligations of the Lessee under section 20 will survive the expiry or earlier termination of this Lease.

THE REGIONAL DISTRICT COVENANTS AND AGREES AS FOLLOWS:

21. QUIET ENJOYMENT

21.1. That the Regional District covenants with the Lessee for quiet enjoyment.

IT IS HEREBY MUTUALLY AGREED:

22. MORTGAGE

22.1. That, for the purposes of this Lease:

(a) “Mortgage” means a mortgage or mortgages upon or in respect of and specifically charging the leasehold interest of the Lessee in the Premises and the Improvements or any part of them and includes any debenture or deed of trust and mortgage to secure any bonds or debentures issued under it, and any assignment of rents made to the Mortgagee as security;

(b) “Mortgagee” means a mortgagee or mortgagees under a Mortgage;

22.2. that a Mortgagee under any Mortgage referred to in section 12.1 may enforce such Mortgage and acquire title to the leasehold estate in any lawful way and, by its representative or by a receiver, as the case may be, take possession of and manage the Premises, and upon foreclosure of such Mortgage may sell or assign the leasehold estate; and the purchaser or assignee of the leasehold estate will be liable to perform the obligations imposed upon the Lessee by this Lease only so long as such purchaser or assignee has ownership or possession of such leasehold estate;

22.3. that no re-entry, termination, acceptance of surrender, disclaimer, or forfeiture of this Lease by the Regional District or by a receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee will be valid against the Mortgagee who has executed and delivered to the Regional District an agreement
described in section 23.10 unless the Regional District first has given to the Mortgagee notice of the default entitling the Regional District to re-enter, terminate, or forfeit this Lease, specifying the nature of that default and stating the Regional District’s intention to take such proceedings and requiring the Mortgagee:

(a) to cure the default specified in the notice within a period of 60 days from the date of receipt of that notice by the Mortgagee; or
(b) if the default is other than the failure to pay Rent or any other sums required to be paid to the Regional District by any provisions of this Lease and if the default cannot reasonably be cured within such 60-day period, then to immediately commence to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default, and the Regional District hereby grants the Mortgagee access to the Premises and the Improvements for that purpose;

22.4. that if the default is cured within the period specified, the Mortgagee will be entitled to become tenant of the Premises and Improvements for the balance of the Term remaining at the date of the notice of default or contingency, providing that the Mortgagee attorns as tenant to the Regional District and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee wishes to cure the default or contingency specified in the notice referred to in section 23.3, then the Regional District agrees to permit the curing of the default or contingency specified in such notice and the assumption of the balance of the Term by that Mortgagee whose Mortgage ranks higher in priority; but if any Mortgagee has commenced a foreclosure action, the provisions of section 23.5 will apply.

22.5. that if the Mortgagee commences foreclosure proceedings against the Lessee, whether or not the Lessee is in default of the performance of its covenants and agreements with the Regional District under this Lease at the time such foreclosure proceedings are commenced, the Regional District will not re-enter, terminate, or forfeit this Lease after the commencement of foreclosure proceedings on the ground of any default or contingency entitling the Regional District to re-enter, terminate, or forfeit this Lease if the Mortgagee:

(a) first gives notice to the Regional District of the foreclosure proceedings;
(b) is actively prosecuting the foreclosure proceedings without undue delay;
(c) cures the default or contingency within a period of 60 days from the date of receipt of notice from the Regional District specifying the nature of the default or contingency, or if the default or contingency is other than the
failure to pay Rent or any other sums required to be paid to the Regional District by any provision of this Lease and if such default or contingency cannot reasonably be cured within such 60-day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or contingency;

(d) performs and observes all of the Lessee’s covenants and agreements under this Lease and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee;

22.6. that if the Mortgagee acquires title to the Lessee’s interest in the Premises and the Improvements pursuant to the foreclosure proceedings, the Mortgagee will then become subrogated to the rights of the Lessee under this Lease, provided it attorns to the Regional District as tenant and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee commences foreclosure proceedings, the right to cure any default or contingency granted by section 23.5 to a foreclosing Mortgagee will be granted to the Mortgagee whose Mortgage ranks higher in priority;

22.7. that if this Lease becomes subject to termination or forfeiture pursuant to section 30.0 by reason of the bankruptcy or insolvency of the Lessee and the Mortgagee has filed with the Regional District notice of Mortgage in favour of the Mortgagee, the Regional District will give to the Mortgagee notice of the bankruptcy or insolvency of the Lessee entitling the Regional District to terminate or forfeit this Lease, and stating the Regional District’s intention to take such proceedings, and requiring the Mortgagee to cure any other default of the Lessee; and the Lessee’s other default will be deemed to have been sufficiently cured if the Mortgagee:

(a) commences foreclosure proceedings against the Lessee as more particularly set out in section 23.5;

(b) takes possession and control of the Premises and the Improvements, or causes a receiver to be appointed, under the terms of the Mortgage or by a court of competent jurisdiction, who takes possession and control of the Premises and the Improvements, and the Regional District hereby grants the Mortgagee or such receiver access to the Premises and the Improvements for that purpose;

(c) cures every default within a period of 60 days from the date of receipt by the Mortgagee of the notice from the Regional District of the bankruptcy or insolvency of the Lessee, or if such default or defaults are other than the failure to pay Rent or any other sums required to be paid to the Regional District by any provision of this Lease and if such default or defaults cannot
reasonably be cured within such 60-day period, immediately commences to
cure the default and to diligently prosecute to conclusion all acts necessary
to cure the default or defaults;

(d) attorns as tenant to the Regional District and undertakes to be bound by
and to perform the covenants and agreements of this Lease for so long as
it remains tenant and has not assigned the balance of the Term;

for clarity, if there is more than one Mortgagee, the right to take possession and
control to cure any default and to assume the Lease will be granted to the
Mortgagee who wants to do so and whose mortgage ranks higher in priority;

22.8. that any re-entry, termination, or forfeiture of this Lease made in accordance with
the provisions of this Lease as against the Lessee will be valid and effectual
against the Lessee even though made subject to the rights of any Mortgagee to
cure any default of the Lessee and to continue as tenant under this Lease;

22.9. that no entry upon the Premises or Improvements by the Mortgagee for the
purpose of curing any default or defaults of the Lessee will release or impair the
continuing obligations of the Lessee;

22.10. that the obligations of the Regional District under sections 23.3 to 23.9 are subject
to the Mortgagee entering into an agreement in a form satisfactory to the Regional
District, whereby the Mortgagee covenants and agrees that if it acquires title to the
Lessee’s interest in this Lease, but only for so long as it holds such title, it will
perform and observe the covenants and agreements required of the Lessee to be
performed and observed, if not performed or observed by the Lessee, whether or
not the Regional District has taken any steps to enforce performance or
observance of any of the covenants and agreements in this Lease to be performed
or observed by the Lessee.

MORTGAGE SUBJECT TO DISTRICT’S RIGHTS UNDER LEASE

22.11. that every Mortgage will be made expressly subject to the rights of the Regional
District under this Lease;

23. TERMINATION AND RE-ENTRY

23.1. that, subject to section 22.0, if the Lessee shall default in the performance of any
of its obligations under this Lease and such default continues for fifteen (15) days
following receipt of written notice from the Regional District describing such default
and indicating the Regional District’s intention to re-enter the Premises if such
default is not remedied within fifteen (15) days, the Regional District may terminate
this Lease and re-enter the Premises and the rights of the Lessee with respect to
the Premises shall lapse and be absolutely forfeited;

23.2. that either the Regional District or the Lessee may terminate this Lease for any
reason by giving not less than six (6) months’ written notice to the other party;

23.3. that at the termination of this Lease, the Lessee shall remove from the Premises,
all of its goods and chattels, including but not limited to, all aircraft, machinery,
motors, vehicles, supplies, articles, materials, effects and things at any time
brought or placed thereon or therein by the Lessee and shall also, to the
satisfaction of the Regional District repair any damage and injury occasioned to
Premises by reason of such removal, and the Lessee shall not be entitled to any
compensation for such removal or repair, and if the Lessee fails to remove the
Lessee’s goods and chattels, they shall, at the option of the Regional District,
become the property of the Regional District and may be removed and disposed
of by the Regional District acting in its sole discretion;

23.4. that at the termination of this Lease, the Regional District may require removal of
the Improvements and any other building or structure, and if the Lessee fails to
remove any Improvements, building structure or mobile, modular or temporary
dwelling unit within thirty (30) days of the notice to remove the Improvements,
building or structure shall remain on the Premises without compensation to the
Lessee therefore and they shall become the sole and exclusive property of the
Regional District.

24. OWNERSHIP OF IMPROVEMENTS

24.1. The Regional District and the Lessee agree that the title to and ownership of the
Improvements will at all times during the Term be vested in the Lessee,
notwithstanding any rule or law as to the immediate vesting of the title to and
ownership of the Improvements in the Regional District as owner of the freehold.
The title to and ownership of, the Improvements will not pass to or become vested
in the Regional District until the expiration of the Term, or Renewal Term, if any,
including any extension thereof, either by forfeiture, default, or lapse of time under
the terms of this Lease, in which event the Improvements will become the absolute
property of the Regional District free of all encumbrances, but only in the
circumstances described in section 23.4.

25. EFFECT OF WAIVER

25.1. that the Regional District, by waiving or neglecting to enforce the right to forfeiture
of this Lease or the right of reentry upon breach of any covenants, conditions or
agreements in it, does not waive its rights upon any subsequent breach of same
or any other covenant, condition or agreement of this Lease.
26. **DISTRESS**

26.1. that if the Regional District is entitled to levy distress against the goods and chattels of the Lessee, the Regional District may use enough force reasonably necessary for the purpose and for gaining admittance to the Premises, and the Lessee releases the Regional District from liability for any loss or damage sustained by the Lessee as a result.

27. **HOLDING OVER**

27.1. If the Lessee remains in possession of the Premises after the end of the Term and without the execution and delivery of a new lease or a written renewal or extension of this Lease, there will be no tacit or other renewal of this Lease, and the Lessee will be considered to be occupying the Premises as a Lessee from month to month at a monthly rental payable in advance without deduction on the first day of each month equal to one hundred and ten percent of the monthly instalment of fixed minimum rent payable for the last month of the Term, and otherwise upon the terms and conditions set forth in this Lease, so far as same are applicable.

28. **REGIONAL DISTRICT’S PAYMENTS**

28.1. that if the Regional District incurs any damage, loss or expense or makes any payment for which the Lessee is liable under this Lease, then the Regional District may add the cost or amount of the damage, loss, expense or payment to the Rent and may recover it as if it were Rent or additional Rent in arrears.

29. **DISTRICT’S REPAIRS**

29.1. that if the Lessee fails to repair or maintain the Premises in accordance with this Lease, the Regional District, its agents, employees, or contractors may, upon four (4) business days’ notice, enter the Premises and make the required repairs or do the required maintenance and recover the cost from the Lessee;

29.2. that in making the repairs or doing the maintenance, the Regional District may bring and leave upon the Premises all necessary materials, tools, and equipment, and the Regional District will not be liable to the Lessee for any inconvenience, annoyance, loss of business or injury suffered by the Lessee by reason of the Regional District effecting the said repairs or maintenance.
30. **INSOLVENCY**

30.1. that subject to section 22.0, if:

(a) the Term or any of the goods, chattels or Improvements on the Premises are at any time seized or taken in execution or attachment by any creditor of the Lessee or under a security agreement;

(b) a writ of execution is issued against the goods, chattels or Improvements of the Lessee;

(c) the Lessee makes any assignment for the benefit of creditors; or

(d) the Premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days, or is used by any person or persons for any other purpose than permitted in this Lease without the written consent of the Regional District;

the Term shall, at the option of the Regional District, immediately become forfeited and the then current Rent and the Rent for the year next following shall immediately become due and payable as liquidated damages to the Regional District, and the Regional District may re-enter and repossess the Premises despite any other provision of this Lease.

31. **REMOVAL OF GOODS**

31.1. that if the Lessee removes its goods and chattels from the Premises, the Regional District may follow them for thirty (30) days.

32. **TIME**

32.1. that time is of the essence in this Lease.

33. **NOTICES**

33.1. that any notice required to be given under this Lease shall be deemed to be sufficiently given:

(a) if delivered, at the time of delivery, and

(b) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail and addressed as follows:

    if to the Regional District:
34. **NET LEASE**

34.1. that this Lease shall be a complete carefree net lease to the Regional District as applicable to the Premises and the Regional District shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Premises or the contents thereof except those mentioned in this Lease.

35. **FITNESS OF PREMISES**

35.1. that the Regional District has made no representations or warranties as to the condition, fitness or nature of the Premises and by executing this Lease, the Lessee releases the Regional District from any and all claims which the Lessee now has or may in future have in that respect.

36. **DISPUTE RESOLUTION**

36.1. any dispute arising between the Regional District and the Lessee as to any matter, question or determination arising or required to be made under this Lease, shall immediately be referred for mediation to an arbitrator agreed upon by the Regional District and the Lessee, and in the event that the parties cannot agree upon a mediator, then the question shall be referred to the arbitration before a single arbitrator under the *Arbitration Act* (British Columbia), or any other statute of similar effect being in force in British Columbia and the decision of such arbitrator shall be final and binding upon the parties. The costs of arbitration shall be allocated between the parties as the arbitrator may direct.
37. **INTERPRETATION**

37.1. that when the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;

37.2. that the headings to the sections in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision of it;

37.3. that all provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;

37.4. that unless expressly stated otherwise, any reference in this Lease to a requirement for the consent or permission of the Regional District is deemed to be a reference to the consent or permission of the Regional District granted or withheld in the Regional District’s sole, arbitrary and unfettered discretion.

38. **ENTIRE AGREEMENT**

38.1. This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date hereof with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect to the subject matter hereof and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

39. **BINDING EFFECT**

39.1. this Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

40. **APPLICABLE LAW**

40.1. that this Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
41. **AMENDMENT**

41.1. that the parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both parties.

42. **REGISTRATION**

42.1. that despite section 5 of the *Property Law Act*, the Regional District is not obligated to deliver this Lease to the Lessee in registrable form. The Lessee may, at its own expense, present to the Regional District for execution an instrument rendering this Lease registrable and register the same.

IN WITNESS WHEREOF the parties have signed and sealed this agreement on the ______ day of ______________, 2018.

REGIONAL DISTRICT OF ALBERNI-CLAYQUOT 
by its authorized signatories:

________________________________________  
Chairperson Date

________________________________________  
Chief Administrative Officer Date

(the “LESSEE”) by its authorized signatory(ies):

________________________________________  
Name: Date

________________________________________  
Name: Date
SCHEDULE A

THE PREMISES

Water Landing Strip – approximately 15,500 square meters at the Long Beach Airport at 190 Airport Road, Tofino, BC, by way of a lease.
SCHEDULE B

LEGAL DESCRIPTION OF LONG BEACH AIRPORT

PID 009-392-351, Lot 165, Clayoquot District, containing 152 acres, more or less, except parts in Plans 11182 and 1417 RW. PID 009-392-319, Lot 163, Clayoquot District, except part in Plans 1417RW, 11182 and 32328. PID 009-392-335, Lot 164, Clayoquot District, except parts in Plans 11182 and 1417RW. PID 024-749-435, That Part of DL 166, Clayoquot District, except part in Plan 1417 RW, lying to the north and east of Plan 1417 RW. PID 010-322-451, DL 167, Clayoquot District, containing 160 acres more or less. PID 024-749-389, that part of DL 192, Clayoquot District, except part red on Plan 1417 RW, lying to the north and east of Plan 1417 RW. PID 024-158-666, that part of DL 113, Clayoquot District, lying to the north and east of Plan 1417 RW. PID 024-159-034, that part of DL 193, Clayoquot District, lying to the east of Plan 1371RW. PID 024-158-569, that part of DL 194, Clayoquot District, lying east of Plan 1371 RW. PID 010-157-913, DL 178, Clayoquot District. PID 024-100-145, DL 168, Clayoquot District. PID 024-100-137, DL 169, Clayoquot District. PID 024-100-153, DL 170, Clayoquot District. PID 024-749-419, that part of DL 196, Clayoquot District, except part in Plan 1371 RW lying to the east of Plan 1371 RW. PID 010-158-162, DL 193, Clayoquot District, except that part lying to the west of Plan 1371 RW. PID 024-749-397, that part of DL 195, Clayoquot District, except part in Plan 1371 RW lying to the east of Plan 1371 RW.
SCHEDULE C

TERM

The Term of the Lease shall be a period of three (3) years commencing August 1, 2018 and ending July 31, 2021. Lessee must provide written notice to Lessor at least sixty (60) days prior to the expiry of the Term.
SCHEDULE D

USE

The Lessee agrees to use the Water Landing Strip for aircraft maintenance operations and for no other purposes.
SCHEDULE E

RENT

The Lessee shall pay to the Regional District rent at the rate of $7,187.10 per year plus GST plus applicable BC Consumer Price Index (CPI) increases. For the subsequent years of the term, the annual rent shall increase by an amount equal to the percentage change in the CPI – All items Inventory for Victoria, British Columbia, published by Statistics Canada, over the most recent calendar year for which data is available as of the date of commencement of the subsequent year of the term. In no event shall the annual rent be less than the preceding year. Rent will be payable on the first day of August in each year of the term. Late payments will be subject to a 2% penalty. Sixty (60) days prior to the end each of the term, the Regional District will notify the Lessee of the rent review.
REQUEST FOR DECISION

To: West Coast Committee

From: Brenda Sauve, Environmental Services Coordinator

Meeting Date: October 3, 2018

Subject: Long Beach Airport Advisory Committee – Terms of Reference - Amendments

Recommendation:
THAT the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board approve the amendments to the Long Beach Airport (LBA) Advisory Committee terms of reference as presented.

Desired Outcome:
That the draft Terms of Reference for the LBA Advisory Committee be approved as presented.

Summary:
The attached draft LBA Advisory Committee Terms of Reference, originally adopted in 2017, has been amended to replicate the revisions that were incorporated into the newly adopted Alberni Valley Regional Airport Advisory Committee so that they are both in sync. These revisions include other terms and or language amendments in order to provide clarity regarding roles and responsibilities of acting members. The proposed amendments are highlighted in yellow.

Time Requirements – Staff & Elected Officials:
A minimal amount of staff time will be required to finalize the terms of reference.

Financial:
Minimal costs to support the Committee which are covered through General Government Services.

Policy or Legislation:
As per the Local Government Act, these terms of reference will be part of the official corporate standing committee terms of reference.

Submitted by: ____________________________________________
Brenda Sauve, Environmental Services Coordinator

Reviewed by: ____________________________________________
Rob Williams, MSc, General Manager of Environmental Services

Approved by: ____________________________________________
Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer
Alberni-Clayoquot Regional District

Terms of Reference
Long Beach Airport Advisory Committee

Introduction

The Alberni-Clayoquot Regional District has formed the Long Beach Airport Advisory Committee to facilitate participation from local government, business and community interests within Electoral Area “C” (Long Beach), District of Tofino and District of Ucluelet on matters associated with the development of the Long Beach Airport.

The Airport Advisory Committee is a Standing Committee of the Board of Directors.

Objective

The Airport Advisory Committee reviews, reports and advises the Board of Directors on matters concerning the long term development of the Long Beach Airport.

Scope of Work

To achieve this objective, the Airport Advisory Committee will review and advise on the following:

a. Promoting and marketing the Long Beach Airport
b. Encouraging the development of improved air services to the region
c. Review and make recommendations on identified Airport matters as requested by the Board of Directors
d. Gather and provide community input with respect to Airport plans and activities impacting the community
e. Review and provide input on issues impacting the Airport and Airport lands
f. Advise on matters relating to Airport services such as; development planning, economic development, operations, maintenance and safety.
Membership

In order to provide representation from all areas served by the airport, as well as business and community interests, membership of the Committee is as follows:

   a. One (1) West Coast Director appointed by the Board
   b. One (1) member nominated from the Tla-o-qui-aht First Nation
   c. One (1) member nominated from Parks Canada
   d. One (1) member nominated from the District of Ucluelet
   e. One (1) member nominated from the District of Tofino
   f. One (1) member nominated from the Yuuluʔiłʔath
   g. One(1) member nominated from the Tofino Chamber of Commerce
   h. One (1) member nominated from the Ucluelet Chamber of Commerce
   i. One (1) member at-large nominated by the West Coast Directors representing the business community

Ex-Officio Non-Voting Members - The Regional District CAO or his/her designate and the Airport Manager.

Appointment and Term

Members shall be appointed by the Board of Directors for a two year term, to run concurrent with the Directors’ term.

Board may, at any time, remove any member of the Committee and any member of the Committee may resign at any time upon sending written notice to the Chairperson of the Committee.

Committee members may stand for re-appointment by the ACRD Board at the conclusion of their term.

Non ACRD members of the Committee serve without remuneration.

In the event of a vacancy occurring during the regular term of office, the vacancy may be filled for the remainder of the term by an alternate approved by the ACRD Board of Directors.
Chair

The Airport Advisory Committee shall, at its first inaugural meeting annually, elect a Chairperson from amongst its members.

Meeting Procedures

The meetings of the Airport Committee shall be called by the Regional District CAO, Airport Manager or the Committee Chairperson, and shall be held quarterly on the day and time agreed to by the Airport Committee members.

The Chair of the Committee may call a special meeting of the Committee.

A majority of the Committee members shall represent a quorum, one of whom must be a Director of the Regional District Board.

Meetings of the Committee shall be conducted and held in accordance with the ACRD’s Procedures Bylaw.

ACRD staff will provide support to the Committee including preparing agendas and reports, recording the minutes of all meetings and ensuring Committee agendas, minutes, etc. are forwarded electronically for circulation to all members.

Reporting to the Board

Committee recommendations must be adopted by the Committee by way of motion prior to presentation to the Regional District Board.

The Committee will provide a status report to the Board following each meeting.

The Committee will report to the ACRD Board annually on the activities of the Committee.

Regional District staff will provide advice and professional assistance to the Committee including drafting correspondence and reports.
REQUEST FOR DECISION

To: West Coast Committee

From: Brenda Sauve, Environmental Services Coordinator

Meeting Date: October 3, 2018

Subject: West Coast Landfill Hours

Recommendation:

THAT the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board of Directors recommend continuing with the current hours of operation at the West Coast Landfill (WCLF) from 10:00 am to 4:00 pm Monday to Saturday. Closed Sundays. Closed Saturdays when a Statutory Holiday falls on a Monday.

Desired Outcome:

That the WCLF’s hours of operation remain as they are currently in place.

Summary:

A survey was conducted (attached) at the WCLF to get feedback from residents and businesses on the West Coast to give us information on the needs of the Community. The survey was conducted from September 1st to September 24th by the Scale Attendant and was tallied by a running total. There were three questions asked:

1. Do the current hours of operation from 10:00AM to 4:00PM Monday to Saturday work for your business/personal use? YES – 218  NO - 42

2. Is it convenient to have the Landfill Closed on a Saturday in lieu of a closure of the Statutory Holiday on a Friday or Monday? YES – 140  NO – 120

3. Would you like to see the hours of operation extended from 10:00AM to 6:00PM between May 15th and September 15th? YES – 112  NO - 148

Background:

A request from the Ucluelet Rent it Centre was originally put on the WCC Agenda on June 6th, 2018 for the WCC as Correspondence for Action. They were requesting extended hours of operation between May and September as their staff were finding it challenging to get to the landfill by closing time at 4:00 pm, with the increased traffic on the roads. The WCC made a recommendation for staff to investigate the extention of hours at the WCLF, which the Alberni-Clayoquot Regional District Board of Directors approved. Staff then consulted with Berry and Vale to see if a survey could be conducted at the WCLF scale shack which was endorsed and implemented.
Time Requirements – Staff & Elected Officials:

Some staff time was required to coordinate and implement the survey.

Financial:

There will be no changes to the WCLF budget as the hours of operation will remain the same.

Policy or Legislation:

As per contract with Berry and Vale for the West Coast Landfill operations.

Options Considered:

As per the memo brought to the Board of Directors on July 25th, 2018, staff contacted Berry & Vale Contracting Ltd. in regards the extended hours, in which they responded with a letter stating that the hours would be from 8:00am to 6:00pm from May 15th to September 15th. This would extend the hours of operation at the West Coast Landfill by 4 hours a day. Berry & Vale indicated that it would cost $95.00 per hour for the requested additional hours for one Operator and one Scale Attendant. If an additional spotter would be required for the extended hours between May 15th and September 15th it would cost an additional $40.00 per hour. The total maximum costs would be $12,960/per year to extend the hours of operation by 4 hours a day between May 15th and September 15th at the West Coast Landfill.

Submitted by: 

Brenda Sauve, Environmental Services Coordinator

Reviewed by:

Rob Williams, MSc, General Manager of Environmental Services

Approved by: 

Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer
West Coast Landfill – Hours of Operation – Survey

The Alberni-Clayoquot Regional District would like to thank you for taking a moment to take this survey. The feedback from Residents and Businesses on the West Coast will give us information on the needs of the community.

<table>
<thead>
<tr>
<th>Questions</th>
<th>YES</th>
<th>NO</th>
</tr>
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<tbody>
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REQUEST FOR DECISION

To: West Coast Committee

From: Heather Zenner, Lands and Resources Coordinator

Meeting Date: October 3, 2018

Subject: Rogers Communications – Proposal for Cellular Tower at West Coast Landfill

Recommendation:

THAT the West Coast Committee recommends that the ACRD Board of Directors direct staff to enter into an agreement with Rogers Communications regarding the proposed construction of a cellular tower at the West Coast Landfill.

Desired Outcome:

For Alberni-Clayoquot Regional District (ACRD) staff to enter into an agreement with Rogers Communication allowing for the public consultation process to begin regarding a proposed cellular tower at the West Coast Landfill.

Summary:

Rogers Communications have expressed a need to increase cellular service in the area of Long Beach. Rogers approached ACRD staff in May 2018 to propose constructing a 40m - 100m tower on the ACRD owned West Coast Landfill property, located at 1500 Alaska Pine Road. Rogers Radio Frequency Engineer has completed field assessments and prepared preliminary drawings for the proposed tower. Because of geography, height of trees, and line of site, the tower is proposed at 100m. The proposed location is located on the landfill property, past the scale shack on the north side of the road. The footprint of the tower would be approximately 200m x 200m at accommodate the guy wires and tree clearing would be required. A fence would be constructed around the base of the tower for security reasons.

Should the ACRD Board of Directors agree to direct staff to enter into a lease with Rogers, an agreement would be negotiated outlining the term, annual rent, lease arrangements, and determination of construction costs for the cellular tower. Rogers has proposed a 30-year agreement, divided into five-year terms. A lease exceeding 3 years requires approval from the Ministry of Transportation and Infrastructure (MOTI), therefor a subdivision application would be required. Costs for the subdivision application, legal survey, and registration of land title documents would be borne by Rogers Communications.

Rogers is required under the Radiocommunication Act to engage with local land-use authorities as well with the public to address comments and concerns regarding the proposed tower.

Once an agreement is reached between a communication company and the landowner, the company then follows the consultation process as outlined by Industry Canada. Residents within three times the height of the tower are notified and impacted First Nations and local governments are notified. A referral to NavCanada...
would be required given the proximity to the Long Beach Airport. Advertising the proposed tower must be completed in a local paper for 30 days. Once the consultation process is complete, the company will compile the comments received and prepare a Request of Concurrence from the local government. At that time, the local government has an opportunity to ensure that it is satisfied with the consultation process, that the proposed tower design is acceptable, and that the local government concurs with the location of the tower.

In this case, ACRD is the landowner as well as the local government potentially providing a Letter of Concurrence. Should the ACRD Board of Directors enter into an agreement with Rogers Communications, the consultation process will occur further in the future if Rogers Communications decide to further this proposal.

**Background:**

Telus proposed a telecommunications tower at the West Coast Landfill in 2013, however that proposal did not move forward at their request. Rogers previously proposed a tower at the West Coast Landfill in 2015, but also did not move forward with the proposal at that time.

**Time Requirements – Staff & Elected Officials:**

Staff time will be required to meet with Rogers representatives to discuss the proposal. Should the proposal move forward additional staff time will required to develop an initial lease agreement. Should a long-term lease be required by Rogers, staff time will be required to complete a subdivision application to MOTI. Staff time may also be required for an advisory planning commission meeting to discuss the proposal and public feedback received.

**Financial:**

Rogers has proposed an annual rent starting at $16,000 per year, and increasing by 10% at the start of every 5-year renewal period, as outlined in the attached proposal. Any revenue generated from this agreement would return to the landfill service.

**Policy or Legislation:**

The ACRD Zoning Bylaw allows for this type of communication tower in all zoning districts.

Submitted by: Heather Zenner, RPF, Lands and Resources Coordinator

Reviewed by: Rob Williams, MSc, General Manager of Environmental Services

Approved by: Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer
PROJECT INFORMATION:

SITE ID: W21G4
SITE NAME: LONG BEACH
ADDRESS: 1500 ALASKA PINE ROAD
MUNICIPALITY: TOFINO, BRITISH COLUMBIA
LEGAL DESCRIPTION:
SITE COORDINATES: LATITUDE 41° 3' 1.7094' N
LONGITUDE -125° 40' 36.2712' W
INSTALLATION: NEW 100m GUYED TOWER
CONFIGURATION: EQUIPMENT SHELTER
ISSUED FOR: PRELIMINARY REVIEW
DATE: SEPTEMBER 27 2018

PROJECT CONTACTS:

ROGERS PROJECT MANAGER:
SACHIN SHARMA
(778) 999-2017

DESIGN ENGINEERS:
FC TELE CONSULTANTS LTD.
(778) 421-6506

ALBERTA KEY MAP:

APPROVALS:

DRAWING LIST:

DRAWING NUMBER: 18099_B

DRAWING NUMBER: GO1

REV: 0
DESCRIPTION: 27 SEP 18
SRM: 73
### RADIO ANTENNA LIST

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### MICROWAVE TRANSMISSION LIST

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**Preliminary Only**

Chart to be updated when Rogers Radio Qualification is completed.

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**Notes:**
1. All antenna specifications to be confirmed in radio site qualification as produced by Rogers.
2. Antenna cables as specified by Rogers SLS.
3. All antenna azimuths are determined from true north.
4. Antenna cable lengths have been measured from TX port to each antenna.
5. All antennas mounted within 3.5m of antenna either behind or below on the same mount if possible unless otherwise noted. (E=Existing, N=Rex, (R)=Remove.
1. Leave full rope in all conduits.
2. All disturbed areas are to be revegetated to pre-construction conditions.
3. Contact all utilities for location of service, service locations to be confirmed prior to construction.
4. Contractor shall identify all existing dimensional and conditions prior to commencing any work. All dimensions shown on the drawings are intended as guidelines only and must be verified.
5. Cut off trees, shrubs, and scrub at a height of no more than 1.8m above the ground within the areas designated to be cleared.
6. All stumps and SFRTs within designated areas to be grubbed. Rough fill resulting holes.
7. All stumps, roots, rotten wood, and debris within the areas to be grubbed or cleared shall be removed or otherwise disposed of in accordance with Teile Construction Specification Section 2010.
8. Land grubbing spec:
   - 2m deep along anchor path
   - 1m deep anchor point
   - 1m deep around fenced compound
   - 1.5m deep around foundation
   - 3m deep around access road

NOTES:

SITE NAME: LONG BEACH
SITE LOCATION: 1500 ALASKA PINE ROAD
SITE NUMBER: W2164
DRAWING TITLE: LOCATION PLAN
DRAWN BY: S. MELIA
DATE: SEPTEMBER 24 2018
PROJECT NUMBER: 18290_D
APPROVED BY: F. CHINARA
DRAWING NUMBER: A01
NOTES:
1. PREFabricated W/LC supplied by Rogers and installed by contractor.
2. Tower supplied by Rogers and installed by contractor.
INFORMATION REPORT

To: West Coast Committee

From: Heather Zenner, Lands and Resources Coordinator

Meeting Date: October 3, 2018

Subject: West Coast Landfill – Non-Compliance Update

Recommendation

THAT the West Coast Committee receive this report for information.

Report:

On September 21, 2018, ACRD received a non-compliance advisory letter from the Ministry of Environment and Climate Change Strategy regarding the West Coast Landfill. The advisory letter indicated that an office review inspection had been conducted for the West Coast Landfill.

Several items complied with the Landfill Gas Management Regulation, however two items were out of compliance and seven items could not be assessed for compliance. The first non-compliance was that the Annual Report was submitted 48 days late. The second non-compliance was that the supplementary report as per the requirements of the Landfill Gas Management Regulation was not submitted by March 31, 2018. The seven items that could not be assessed for compliance are all related to the Landfill Gas Generation Supplementary Assessment Report.

ACRD staff have since received the Landfill Gas Generation Supplementary Assessment Report and the report was submitted to the Ministry of Environment and Climate Change Strategy on September 26, 2018. Going forward, the new Environmental Services Department structure will help to ensure required reporting is competed in a timely manner.

Submitted by: _____________________________
Heather Zenner, RPF, Lands and Resources Coordinator

Reviewed by: _______________________________
Rob Williams, MSc, General Manager of Environmental Services

Approved by: ______________________________
Douglas Holmes, BBA, CPA, CGA, Chief Administrative Officer
INFORMATION REPORT

To: West Coast Committee
From: Teri Fong, CPA, CGA, Manager of Finance
Meeting Date: October 3, 2018
Subject: Long Beach Airport Amending Bylaw to Increase Requisition Limit

Desired Outcome:
To identify and secure sufficient financial resources for the Long Beach Airport to allow for increased operating costs, new infrastructure required to expand the airport as well as to replace the aging infrastructure in place.

Summary:
The development of a financial plan that addresses the operating and infrastructure needs of the Long Beach Airport has become more and more challenging each year. The costs of operating the airport are growing as service levels and traffic flows increase. The operational requirements are also changing with these increased traffic flows and the larger aircraft that are landing at the airport with a greater frequency. This report will outline some of the challenges facing the Long Beach Airport service and summarize the approach staff will take to gather the information required to make an informed decision as to the appropriate strategic direction of the service.

Step 1 – Asset Management Plan:
A comprehensive Asset Management Plan will be developed in 2019 to assist in determining the long-term infrastructure needs of the service. This plan will help to clearly identify the infrastructure gap that exists within the LBA and then will consider options to fund the gap. The airport has been incredibly fortunate to secure a number of infrastructures grants over the past few years for such things as runway and taxiway improvements. These grants have assisted the ACRD in being able to maintain the infrastructure to an acceptable level but are not guaranteed moving forward making it hard to determine the amount of the gap that needs to be funded by local taxpayers.

The Asset Management Plan will be developed with input from ACRD staff, the West Coast Committee, the Long Beach Airport Advisory Committee and the engineering consultants that the ACRD has used to assist in managing LBA infrastructure. The plan will examine remaining useful life of assets as well as condition, risk and desired level of service.

In developing the plan, the following items will need to be considered as the infrastructure requires not just replacement but most likely an upgrade in the near future:

- Terminal Building – due to the increased passenger flow of the airport the terminal building requires additional seating and at some point may require an expansion as the new planes that are regularly servicing the airport have larger capacity than those in the past.

- Maintenance Building – in order to conform to Transport Canada’s maintenance regulations the Long Beach Airport has acquired additional equipment through grant opportunities. As a result of the increased equipment an expanded or second maintenance building is required. The ACRD is hopeful that this project would qualify for a partial BCAAP grant. Also included in this project would be an expanded office area for the LBA staff. The current office was constructed for one person and now three people will be periodically sharing that space.

- Access Road and Parking Lot – due to the increased passenger traffic flow at the airport the parking lot requires expansion. Paving of the access road may also be considered a long-term priority as the maintenance costs of the gravel road will increase with the frequency of use.
• Airport infrastructure – this item includes runways, taxiways, fencing and clearing of the Obstacle Limitation Surface (OLS). Airport infrastructure is incredibly expensive to maintain and replace. To date, the ACRD has had a significant amount of success in securing grant fund to maintain the majority of this infrastructure but a plan that relies solely on this type of funding could be considered too risky.

• Other buildings on airport lands – the majority of the buildings on the airport lands have exceeded their useful life including the buildings currently occupied by Parks Canada, the caretaker house, the weather station building and other structures currently vacant. These structures are not directly related to the core service of the airport but many of the buildings play a role in supporting airport operations. Grant funding to upgrade these buildings is challenging to find and many of the improvements are significant. Even the removal of some of these building would be costly due to the age and the type of building material.

• Water System – the current water system is requiring some form of upgrade in the immediate future. The ACRD was wanting to connect to Parks Canada’s new water system that began operations in 2017. To date, Parks Canada is unable to provide the LBA with water as they are uncertain if they have the capacity to support the service demands. If a connection is not possible then both the wells and pump house are in need of upgrade. The distribution system has exceeded its useful life and does not provide adequate fire flows to properly protect the airport. Until recently the ACRD only paid for approximately 20% of the costs of operating the water service as the agreement with Tla-o-qui-aht First Nation generated revenue that was approximately 80% of the total water system costs. Tla-o-qui-aht is now provided water by Parks Canada and as a result the user revenue generated to support the water system of the airport is minimal.

Step 2 – Long-term Financial Plan:

Upon completion of the Asset Management Plan staff will develop a long term financial plan for the service. This long term financial plan will assist the ACRD in determining the tax requisition limit that will be required to properly support this service moving forward. Only once the LBA has a long-term plan that can justify the tax requisitions required moving forward will the ACRD be able to proceed with potentially amending the establishing bylaw. This step is essential in presenting the information to the Ministry as well as the public.

Step 3 – Revenue Opportunities

Simultaneously to the development of the Asset Management Plan and the Long Term Financial Plan staff will continue to pursue other user fee revenue options. Current revenue streams for the airport include:

• Leases – Currently the leases at the Long Beach Airport generate approximately $138,000 annually. These leases include the rental of land, buildings and kiosk space within the terminal building.

• Landing and aircraft parking fees – This has been a revenue source for many years but has improved as the aircraft activity has increased. It should be noted that airport user fees such as landing and parking fees create collection issues for the finance department. It is the understanding of staff that the ACRD has no ability to prevent an aircraft from landing and therefore our traditional methods of denying access like the ACRD uses at the landfill are not an option. Staff plan to investigate with other airports the collection methods they utilize. Currently the finance department uses a collection agency to attempt to collect on our behalf once we have exhausted all internal approaches. When an account is sent to collections the agency is paid 25% of the amount collectible as their share.

• Passenger fees – this revenue source is relatively new to LBA. To date for 2018 it has resulted in revenue in excess of $37,000. Collection has been a problem in the past when an operator declared bankruptcy resulting in a write off of uncollected amounts.

• Water – minimal return is provided by water users because, with the exemption of the golf course, the quantity of water used is negligible.

• Fuel – concession fees are received per litre from a contract with a private company delivering the service.
The following potential revenue sources will be investigated by staff:

- **Leases** - the vast amount of land available at the airport could provide further leasing opportunities. Planning staff are currently working on the development of a Land Use Plan for the airport to assess areas for potential development including aviation oriented lease opportunities and other commercial lease opportunities.

- **Airport Improvement Fee** – some other airports impose an airport improvement fee to aviation related leases. Staff will investigate this revenue source and report back to the West Coast Committee.

- **Parking lot fees** – it is staffs’ understanding that the District of Tofino has done research on this revenue source and therefore ACRD staff will consult with them on potential implementation approaches.

- **Terminal advertising** – another possibility that could be explored would be to sell advertising wall space within the terminal building.

These potential revenue sources will be presented to the Long Beach Airport Advisory Committee for their consideration as they are developed. Any increase in user fee revenues will reduce the amount of tax requisition required to support the airport service therefore before any increase is proposed all options must be considered.

**Step 4 – Bylaw Amendment:**

It is anticipated that the result of the development of the Asset Management Plan and the Long-term Financial Plan will be a recommendation to amend the establishing bylaw for the LBA service. This assumption is based on the fact that the current financial plan includes a requisition that is the maximum allowable. The Ministry of Municipal Affairs and Housing provides 3 options to increase the requisition limits of an establishing bylaw such as the Long Beach Airport. Each of the 3 options will be discussed below:

1. **Regional Districts Establishing Bylaw Approval Exemption Regulation 113/2007** provides the ACRD the ability to increase a requisition by 25% every five years without the inspector’s or the electorate approval. The ACRD is unable to increase the requisition maximum using this regulation because the requisition increase over the past five years has been close to this 25% due to the rising assessed values in the service area. An amendment using this regulation would not provide an increased requisition limit but would ensure that if assessed values fall that the requisition could stay the same as that in 2018. As a result, approval by the electorate in some form is projected.

2. **The Alternate Approval Process (AAP)** is an option if the requisition limit is less than $0.50 per $1,000 of net taxable value of land and improvements in the service area. This provides the ACRD the ability to increase the maximum up to $811,762, based on the 2018 assessed values. The AAP options allows electors to indicate whether they are against an increase in the requisition maximum. If an increase is required then AAP would be an option for the Directors to consider.

3. **Referendum** is the other option available to the Directors is to get electorate assent. Referendums allow electors to vote on whether a proposal should move forward or not. Referendums are more expensive and time consuming than an AAP.

**Background:**

The ACRD acquired the Long Beach Airport in 2000 from the Federal Government. Since that time the regulations for operating an airport have increased and as a result so have the associated costs. Despite efforts to increase revenues at the site the airport requires a significant contribution from tax requisitions to operate.

**Time Requirements – Staff & Elected Officials:**

A significant amount of staff time will be required to develop the Asset Management Plan and Long-Term Financial Plan. Elected officials will also be involved in the process for such items such as setting desired levels of service and strategic priorities of the service.

**Financial:**

Staff will develop the draft 2019 Financial Plan for the Long Beach Airport service based on the current requisition limits.

Members: City of Port Alberni, District of Ucluelet, District of Tofino, Yuułuʔiłʔatḥ Government, Huu-ay-aht First Nations, Uchucklesaht Tribe and Toquaht Nation

Electoral Areas “A” (Bamfield), “B” (Beaufort), “C” (Long Beach), “D” (Sproat Lake), “E” (Beaver Creek) and “F” (Cherry Creek)
Policy or Legislation:

The Long Beach Airport Service is governed by Establishing Bylaws E1005 and E1005-1. Transport Canada regulates the airside operations of the airport including the requirement of a Safety Management System. Island Health regulates the operation of the water system.

Submitted by: _______________________________________________________

Teri Fong, CPA, CGA, Manager of Finance

Approved by: _______________________________________________________

Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer