



# Alberni-Clayoquot Regional District

BOARD OF DIRECTORS MEETING  
WEDNESDAY, MAY 27, 2020, 1:30 pm

Due to COVID-19, the meeting will be held via Zoom Video Conferencing and will be livestreamed on the ACRD website at <https://www.acrd.bc.ca/>

## AGENDA

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	PAGE #
<b>1. <u>CALL TO ORDER</u></b>	
Recognition of Territories.	
<b>2. <u>APPROVAL OF AGENDA</u></b>	
<i>(motion to approve, including late items requires ALL VOTE 2/3 majority vote)</i>	
<b>3. <u>DECLARATIONS</u></b>	
<i>(conflict of interest or gifts exceeding \$250 in value as per section 106 of the Local Government Act)</i>	
<b>4. <u>ADOPTION OF MINUTES</u></b>	
(ALL VOTE/UNWEIGHTED)	
a. <b>Board of Directors Meeting – May 13, 2020</b>	<b>6-16</b>
<i>THAT the minutes of the Board of Directors meeting held on May 13, 2020 be adopted.</i>	
b. <b>COVID-19 Community Recovery Team (CRT) Meeting – May 20, 2020</b>	<b>17-19</b>
<i>THAT the minutes of the COVID-19 CRT meeting held on May 20, 2020 be adopted.</i>	
c. <b>Alberni Valley Regional Airport (AVRA) Advisory Committee Meeting – May 21, 2020</b>	<b>20-22</b>
<i>THAT the minutes of the AVRA Advisory Committee meeting held on May 21, 2020 be adopted.</i>	
<b>5. <u>PETITIONS, DELEGATIONS &amp; PRESENTATIONS (10 minute maximum)</u></b>	
<b>6. <u>CORRESPONDENCE FOR ACTION</u></b>	

**7. CORRESPONDENCE FOR INFORMATION**

(ALL VOTE/UNWEIGHTED)

- a. **FROM VANCOUVER ISLAND REGIONAL LIBRARY** **23-29**  
From the Board Table, April 25, 2020

*THAT the Board of Directors receive this item for information.*

**8. REQUEST FOR DECISIONS & BYLAWS**

- a. **REQUEST FOR DECISION** **30-32**  
Amendment of the ACRD Payment Processing Policy, 2012  
(ALL VOTE/UNWEIGHTED)

*THAT the Alberni-Clayoquot Regional District (ACRD) Board of Directors approve the amendment of the ACRD Payment Processing Policy, 2012 to permit email approval, by the Board appointed signing authorities, of cheques and Electronic Fund Transfers (EFT's) in excess of \$5,000.*

- b. **REQUEST FOR DECISION** **33-34**  
Press Release – Gas Tax Fund Projects 2019  
(ALL VOTE/UNWEIGHTED)

*THAT that Alberni-Clayoquot Regional District Board of Directors direct staff to develop a press release highlighting the 2019 projects that were supported by Federal Gas Tax Funds in the Alberni-Clayoquot region.*

- c. **REQUEST FOR DECISION** **35-36**  
FCM Municipal Asset Management Program Grant Application  
(ALL VOTE/UNWEIGHTED)

*THAT the Alberni-Clayoquot Regional District Board of Directors apply for a \$50,000 Federation of Canadian Municipalities - Municipal Asset Management Program grant for building and critical asset valuation and assessment.*

- d. **REQUEST FOR DECISION** **37-58**  
Sproat Lake Volunteer Fire Department Asset Management Plan  
Version 1  
(ALL VOTE/UNWEIGHTED)

*THAT the Alberni-Clayoquot Regional District Board of Directors adopt the Sproat Lake Volunteer Fire Department Asset Management Plan Version 1.*

- e. **REQUEST FOR DECISION** **59-78**  
ACRD Recollect App Contract – Apple and Google Developer Account  
Contract  
(ALL VOTE/WEIGHTED)

*THAT the ACRD Board of Directors authorize the Board Chair and CAO to execute a five (5) year agreement with ReCollect for the development and maintenance of the ACRD Collects recycling app.*

*THAT the ACRD Board of Directors authorize the Board Chair and CAO to execute a contract with Apple and Google for the Apple & Google Play Developer Programs, which gives ReCollect permission to create and maintain the ACRD Collects app.*

- f. **REQUEST FOR DECISION** **79-82**  
Cascadia Air Support Letter Request  
(ALL VOTE/UNWEIGHTED)

*THAT the ACRD Board of Directors direct staff to respond to Cascadia Air outlining current air traffic authorizations at the AVRA and that staff invite Cascadia Air to be a delegation at the next Albern Valley Regional Airport Advisory Committee meeting on July 23rd, 2020.*

**9. PLANNING MATTERS**

**9.1 ELECTORAL AREA DIRECTORS ONLY**  
(ALL PARTICIPANTS/UNWEIGHTED)

- a. **DVD20003, COULSON, 10057 COULSON PLACE (SPROAT LAKE)** **83-86**  
Development Variance Permit Application – Memorandum and Permit

*THAT the Board of Directors issue development variance permit DVD20003.*

- b. **DPD20002, SHEELER, LOT A, PACIFIC RIM HIGHWAY (SPROAT LAKE)** **87-109**  
Form and Character Development Permit Application – Memorandum  
and Permit

*THAT the Board of Directors issue development permit DPD20002.*

**9.2 ALL DIRECTORS**  
(ALL PARTICIPANTS/UNWEIGHTED)

- a. **WEST COAST AGRICULTURAL INITIATIVES UPDATE AND  
2020 CLAYOQUOT BIOSPHERE TRUST PROJECT** **110-118**  
Request for Decision

*THAT the Board of Directors authorize the CAO to execute a grant agreement with the Clayoquot Biosphere Trust to engage in the Actioning Community Priorities around Food and Agriculture Project.*

- b. **COASTAL AGRICULTURAL ROUNDTABLE TERMS OF REFERENCE** **119-124**  
Request for Decision and Terms of Reference

*THAT the Board of Directors approve the Terms of Reference for the Coastal Agricultural Roundtable as presented.*

## **10. REPORTS**

### **10.1 STAFF REPORTS**

(ALL VOTE/UNWEIGHTED)

- a. Meeting Schedule – June 2020 **125**  
b. Building Inspectors' Reports - March & April 2020 **126-127**

*THAT the Board of Directors receives the Staff Reports a-b.*

### **10.2 COMMITTEE REPORTS**

### **10.3 MEMBER REPORTS**

(ALL VOTE/UNWEIGHTED)

- a. 9-1-1 Corporation – J. McNabb  
b. Vancouver Island Regional Library – P. Cote  
c. Alberni Valley Chamber of Commerce – Sharie Minions  
d. Air Quality Council, Port Alberni – D. Bodnar  
e. West Coast Aquatic Board – J. Osborne  
g. Association of Vancouver Island & Coastal Communities – P. Cote  
h. Beaver Creek Water Advisory Committee – J. McNabb  
h. West Island Woodlands Advisory Group – J. McNabb  
i. Other Reports

*THAT the Board of Directors receives the Member Reports.*

## **11. UNFINISHED BUSINESS**

## **12. LATE BUSINESS**

**13. QUESTION PERIOD**

Questions/Comments from the Public, respecting an agenda item, can be emailed to the ACRD at [responses@acrd.bc.ca](mailto:responses@acrd.bc.ca) and will be read out by the Corporate Officer.

**14. IN CAMERA**

(ALL VOTE/UNWEIGHTED)

*Motion to close the meeting to the public as per the Community Charter, section(s):*

- i. 90 (1) (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the regional district or another position appointed by the regional district;*
- ii. 90 (1) (c) labour relations or other employee relations;*
- iii. 90 (1) (k) negotiations and related discussions respecting the proposed provision of a regional district service that are at their preliminary stages and that, in the view of the board, could reasonably be expected to harm the interests of the regional district if they were held in public.*

**15. RECOMMENDATIONS TO THE BOARD FROM IN-CAMERA**

**16. ADJOURN**

(ALL VOTE/UNWEIGHTED)

**Next Board of Directors Meeting: Wednesday, June 10, 2020, 1:30 pm  
Regional District Board Room**



# Alberni-Clayoquot Regional District

## MINUTES OF THE BOARD OF DIRECTORS MEETING HELD ON WEDNESDAY, MAY 13, 2020, 1:30 PM

Due to COVID-19 pandemic, meeting conducted via Zoom video/phone conferencing

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### DIRECTORS

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

### PRESENT:

Josie Osborne, Vice-Chair, Mayor, District of Tofino  
Bob Beckett, Director, Electoral Area "A" (Bamfield)  
Tanya Shannon, Director, Electoral Area "B" (Beaufort)  
Kel Roberts, Director, Electoral Area "C" (Long Beach)  
Penny Cote, Director, Electoral Area "D" (Sproat Lake)  
John McNabb, Director, Electoral Area "E" (Beaver Creek)  
Dianne Bodnar, Director, Electoral Area "F" (Cherry Creek)  
Sharie Minions, Mayor, City of Port Alberni  
Debbie Haggard, Councillor, City of Port Alberni  
Rachelle Cole, Councillor, District of Ucluelet  
Wilfred Cootes, Councillor, Uchucklesaht Tribe Government  
Kirsten Johnsen, Member of Council, Toquaht Nation

### REGRETS:

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

### STAFF PRESENT:

Douglas Holmes, Chief Administrative Officer  
Teri Fong, Chief Financial Officer  
Mike Irg, General Manager of Planning and Development  
Rob Williams, General Manager of Environmental Services  
Wendy Thomson, General Manager of Administrative Services  
Janice Hill, Executive Assistant  
Charlie Starratt, Regional Fire Services Manager  
Heather Zenner, Protective Services Manager

The meeting can be viewed on the Alberni-Clayoquot Regional District website at <https://www.acrd.bc.ca/events/6-5-2020/>.

### 1. CALL TO ORDER

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

The Chairperson recognized the meeting this afternoon is being held throughout the Nuu-chah-nulth territories.

### 2. APPROVAL OF AGENDA

*MOVED: Director McNabb*

*SECONDED: Director Haggard*

*THAT the agenda be approved as circulated.*

**CARRIED**

**3. DECLARATIONS**

**4. ADOPTION OF MINUTES**

**a. Board of Directors Meeting – April 22, 2020**

*MOVED: Director Cootes*

*SECONDED: Director Shannon*

*THAT the minutes of the Board of Directors meeting held on April 22, 2020 be adopted.*

**CARRIED**

**b. Bamfield Water Committee Meeting – April 27, 2020**

*MOVED: Director Beckett*

*SECONDED: Director Cote*

*THAT the minutes of the Bamfield Water Committee meeting held on April 27, 2020 be adopted.*

**CARRIED**

**c. Alberni Valley & Bamfield Service Committee Meeting – May 6, 2020**

*MOVED: Director McNabb*

*SECONDED: Director Roberts*

*THAT the minutes of the Alberni Valley & Bamfield Service Committee meeting held on May 6, 2020 be adopted.*

**CARRIED**

**5. PETITIONS, DELEGATIONS & PRESENTATIONS**

**6. CORRESPONDENCE FOR ACTION**

**7. CORRESPONDENCE FOR INFORMATION**

**a. WILDSAFE BC**

The Bears Are Back in Town

**b. LAKE COUNTRY**

Copy of letter to Federal Minister of Finance regarding interest charged on deferred mortgage payments

**c. CITY OF NORTH VANCOUVER**

Copy of letter to Minister of Municipal Affairs and Housing regarding the Provincial Property Tax Deferral Program and the current eligibility stipulations

*MOVED: Director Cote*

*SECONDED: Director Roberts*

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

**CARRIED**

**8. REQUEST FOR DECISIONS & BYLAWS**

**a. Request for Decision regarding General Government Asset Management Plan Version 1**

*MOVED: Director Cote*

*SECONDED: Director Cootes*

*THAT the Alberni-Clayoquot Regional District Board of Directors adopt the General Government Asset Management Plan Version 1.*

**CARRIED**

**b. Request for Decision regarding Beaver Creek Volunteer Fire Department Asset Management Plan Version 1**

*MOVED: Director Cote*

*SECONDED: Director Bodnar*

*THAT the Alberni-Clayoquot Regional District Board of Directors adopt the Beaver Creek Volunteer Fire Department Asset Management Plan Version 1.*

**CARRIED**

**c. Request for Decision regarding Creation of COVID-19 Community Recovery Team (Committee) & Terms of Reference Approval**

*MOVED: Director Cote*

*SECONDED: Director McNabb*

*THAT the Alberni-Clayoquot Regional District Board of Directors establish a standing committee called the COVID-19 Community Recovery Team (CRT) and approve the Terms of Reference for the CRT as presented with an amendment to section 6 – Quorum is four or more of Committee members.*

**CARRIED**

**d. Request for Decision regarding Alberni Valley Regional Airport Advisory Committee – Amendment to Terms of Reference & Appointment**

*MOVED: Director Roberts*  
*SECONDED: Director Shannon*

*THAT the ACRD Board of Directors approve the amended terms of reference as presented for the Alberni Valley Regional Airport Advisory Committee, which includes representation from the Uchucklesaht Tribe Government on the Committee.*

**CARRIED**

*MOVED: Director Roberts*  
*SECONDED: Director McNabb*

*THAT the Alberni-Clayoquot Regional District Board of Directors appoint Director Wilfred Cootes to the Alberni Valley Regional Airport Advisory Committee for a two-year term.*

**CARRIED**

**e. Request for Decision regarding Bamfield Water System Rates and Regulation Bylaw**

*MOVED: Director Beckett*  
*SECONDED: Director Roberts*

*THAT the Alberni-Clayoquot Regional District Board of Directors give first reading to bylaw cited as “F1147 Bamfield Water Local Service Area Rates and Regulations Bylaw, 2020”.*

**CARRIED**

*MOVED: Director Beckett*  
*SECONDED: Director McNabb*

*THAT the Alberni-Clayoquot Regional District Board of Directors give second reading to bylaw cited as “F1147 Bamfield Water Local Service Area Rates and Regulations Bylaw, 2020”.*

**CARRIED**

*MOVED: Director Beckett*  
*SECONDED: Director McNabb*

*THAT the Alberni-Clayoquot Regional District Board of Directors give third*

*reading to bylaw cited as "F1147 Bamfield Water Local Service Area Rates and Regulations Bylaw, 2020".*

**CARRIED**

*MOVED: Director Beckett  
SECONDED: Director McNabb*

*THAT the Alberni-Clayoquot Regional District Board of Directors adopt bylaw cited as "F1147 Bamfield Water Local Service Area Rates and Regulations Bylaw, 2020".*

**CARRIED**

**f. Request for Decision regarding Yard Waste Tipping Fees Bylaw Amendment R1029-2**

*MOVED: Director Beckett  
SECONDED: Director Roberts*

*THAT the ACRD Board of Directors give first reading to the bylaw cited as "Alberni Valley Landfill Tipping Fee and Regulation Amendment No. R1029-2, 2020".*

**CARRIED**

*MOVED: Director Beckett  
SECONDED: Director Bodnar*

*THAT the ACRD Board of Directors give second reading to the bylaw cited as "Alberni Valley Landfill Tipping Fee and Regulation Amendment No. R1029-2, 2020".*

**CARRIED**

*MOVED: Director Beckett  
SECONDED: Director Shannon*

*THAT the ACRD Board of Directors give third reading to the bylaw cited as "Alberni Valley Landfill Tipping Fee and Regulation Amendment No. R1029-2, 2020".*

**CARRIED**

*MOVED: Director Beckett  
SECONDED: Director Roberts*

*THAT the ACRD Board of Directors adopt the bylaw cited as "Alberni Valley Landfill Tipping Fee and Regulation Amendment No. R1029-2, 2020".*

**CARRIED**

**g. Request for Decision regarding Sproat Lake Water Access and Marine Patrol Program**

*MOVED: Director McNabb*  
*SECONDED: Director Roberts*

*THAT the ACRD Board of Directors approve that the 2020 Sproat Lake Marine Patrol Program be suspended until 2021 or when it can be safely delivered.*

**CARRIED**

**h. Request for Decision regarding Alberni Valley Electoral Area Transit Feasibility Study**

*MOVED: Director Cote*  
*SECONDED: Director McNabb*

*THAT this report be referred to the Electoral Area Directors Committee for further investigation.*

**DEFEATED**

*MOVED: Director Haggard*  
*SECONDED: Director Cote*

*THAT the ACRD Board of Directors direct staff to work with BC Transit to include a new Sproat Lake to Walmart transit route in the 3-year Transit Improvement Plan for further consideration.*

**DEFEATED**

*MOVED: Director McNabb*  
*SECONDED: Director Minions*

*THAT the ACRD Board of Directors refer the Alberni Valley Electoral Area Transit Feasibility Study to the next Alberni Valley & Bamfield Services Committee for further discussion on the Sproat Lake transit routes and routes within the Alberni Valley.*

**CARRIED**

**9. PLANNING MATTERS**

**9.1 ELECTORAL AREA DIRECTORS ONLY**

**a. DVD20003, COULSON, 10057 COULSON PLACE (SPROAT LAKE)**  
Development Variance Permit Application – Report

*MOVED: Director Cote*  
*SECONDED: Director McNabb*

*THAT the Board of Directors:*

*Consider issuing development variance permit DVD20003, subject to neighbouring properties being notified as per Local Government Act s.499; and*

*Refer this application to the Sproat Lake Advisory Planning Commission prior to making a decision, to issue or deny the permit, at a subsequent Board meeting.*

**CARRIED**

## **9.2 ELECTORAL AREA DIRECTORS AND TOFINO**

### **a. ADVISORY PLANNING COMMISSION MEETINGS AND PUBLIC HEARINGS DURING THE COVID-19 PROVINCIAL STATE OF EMERGENCY**

Request for Decision

*MOVED: Director Roberts*

*SECONDED: Director Cote*

*THAT the ACRD Board of Directors direct staff to refer development applications to Electoral Area APCs and hold electronic meetings in accordance with Ministerial Order M139.*

**CARRIED**

## **9.3 ALL DIRECTORS**

### **a. COUNCIL FOR AGRICULTURAL WATER SUPPLY PROJECT**

Request for Decision

*MOVED: Director McNabb*

*SECONDED: Director Shannon*

*THAT the Board of Directors authorize the CAO to execute a grant agreement with the Real Estate Foundation of BC to engage in the Council for Agricultural Water Supply Project.*

**CARRIED**

*MOVED: Director McNabb*

*SECONDED: Director Shannon*

*THAT the Board of Directors authorize staff to advertise a Request for Proposals to seek a qualified contractor to coordinate the Project.*

**CARRIED**

### **b. LIDAR DATA USE LICENSE AGREEMENT**

Request for Decision

*MOVED: Director Osborne*

*SECONDED: Director Roberts*

*THAT the Board of Directors authorize the CAO to execute the Data Use License Agreement between the ACRD and the Province of BC.*

**CARRIED**

The meeting recessed at 3:35 pm

The meeting re-convened at 4:45 pm

## **10. REPORTS**

### **10.1 STAFF REPORTS**

- a. **2019 Alberni-Clayoquot Regional District Fire Services Annual Report – H. Zenner**
- b. **BC Transit Update – May 2020 – R. Williams**
- c. **Alberni Valley Waste Reduction Facebook Page –May 2020 – AV & Bamfield Committee Report**
- d. **2019 Alberni Valley Landfill Annual Reports – May 2020, AV & Bamfield Committee Report (reports attached separately)**

*MOVED: Director Osborne*

*SECONDED: Director Cote*

*THAT the above reports be received staff reports a to d for information.*

**CARRIED**

### **10.2 COMMITTEE REPORTS**

- a. **Dry Dock Committee Update Report – D. Haggard**

*MOVED: Director Shannon*

*SECONDED: Director McNabb*

*THAT this report be received.*

**CARRIED**

### **10.3 OTHER REPORTS**

- a. **Port Alberni Port Authority Quarterly Update – April 2020**

*MOVED: Director McNabb*

*SECONDED: Director Bodnar*

*THAT this report be received.*

**CARRIED**

**11. UNFINISHED BUSINESS**

Director Roberts reported the District of Ucluelet has instituted a Tsunami warning system and will be conducting testing on Wednesday, May 20<sup>th</sup> at 9:30 am.

**12. LATE BUSINESS**

**13. QUESTION PERIOD**

In order to provide the public with an opportunity to ask questions or provide input to the Board of Directors respecting a topic on the agenda, the Regional District set up an email address [responses@acrd.bc.ca](mailto:responses@acrd.bc.ca). The Corporate Officer reported there were no questions or comments received from the public with respect to the meeting today.

**14. RECESS**

*MOVED: Director Cootes*

*SECONDED: Director Cote*

*THAT the Regular Board of Directors meeting be recessed in order to conduct the Regional Hospital District meeting.*

**CARRIED**

The meeting was recessed at 3:51 pm

**15. RECONVENE**

The meeting was reconvened at 4:04 pm

**16. IN-CAMERA**

*MOVED: Director Cootes*

*SECONDED: Director Shannon*

*THAT the meeting be closed to the public as per the Community Charter, sections:*

- i. 90 (1) (a) : personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the regional district or another position appointed by the regional district;*
- ii. 90 (1) (c) Labour relations or other employee relations;*
- iii. 90 (1) (f) Law enforcement, if the board considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;*
- iv. 90 (1) (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act and 21 (1) (a) (ii) the*

- head of a public body must refuse to disclose to an applicant information that would reveal commercial, financial, labour relations, scientific or technical information of or about a third party;*
- v. *90 (1) (k) negotiations and related discussions respecting the proposed provision of a regional district service that are at their preliminary stages and that, in the view of the board, could reasonably be expected to harm the interests of the regional district if they were held in public;*
  - vi. *90 (2) (b) the consideration of information received and held in confidence relating to negotiations between the regional district and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party;*
  - vii. *90 (1) (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act and 21 (1) (c) (i) the head of a public body must refuse to disclose to an applicant information the disclosure of which could reasonably be expected to harm significantly the competitive position or interfere significantly with the negotiating position of the third party.*

**CARRIED**

The meeting was closed to the public at 4:05 pm.

The meeting was re-opened to the public at 4:50 pm.

## **17. RECOMMENDATIONS TO THE BOARD FROM IN-CAMERA**

The following resolutions passed at the in-camera session were reported out in open meeting:

*The ACRD Board of Directors authorized the purchase of a 1-tonne pick-up truck from Steve Marshall Ford for the purchase price of \$41,329.70 excluding GST.*

*The ACRD Board of Directors approved the re-appointment of Phil Lavoie as the Fire Chief of the Bamfield Volunteer Fire Department for a three (3) year term.*

*The ACRD Board of Directors approved the deferral of Long Beach Airport lease payments interest free for April, May, June, July and August 2020; AND all deferred Long Beach Airport lease payments be paid by September 1st, 2020.*

## **18. ADJOURN**

**MOVED:** Director McNabb

**SECONDED:** Director Cote

*THAT this meeting be adjourned at 4:50 pm*

**CARRIED**

Certified Correct:

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John Jack,  
Chairperson

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Wendy Thomson,  
General Manager of Administrative Services



**MINUTES OF THE COVID-19  
COMMUNITY RECOVERY TEAM (CRT) COMMITTEE  
MEETING HELD ON WEDNESDAY, MAY 20, 2020, 2:00 PM**

Due to COVID-19 pandemic, meeting conducted via Zoom video/phone conferencing

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**MEMBERS**

John Jack, Chairperson, ACRD Chairperson & Councilor, Huu-ay-aht First Nations

**PRESENT:**

Sharie Minions, Mayor, City of Port Alberni & ACRD Director

Wendy Thomson, (Acting CAO), GM of Administrative Services, ACRD

Tim Pley, CAO, City of Port Alberni

Stephanie Bruvall, Environmental Health Officer, Island Health

Heather Zenner, Protective Services Manager and EOC Director, ACRD

Alex Dyer, Planner and EOC Recovery Planning Unit Coordinator, ACRD

**REGRETS:**

Douglas Holmes, CAO, ACRD

**STAFF PRESENT:**

Julia Martin, Administrative Assistant, ACRD

**1. CALL TO ORDER**

The EOC Director called the meeting to order at 2:01 pm.

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

**2. APPROVAL OF AGENDA**

*THAT the agenda was approved as circulated by consensus.*

**3. ELECTION OF CHAIRPERSON/VICE-CHAIRPERSON FOR 2020**

**ELECTION OF CHAIRPERSON FOR 2020**

The EOC Director conducted the election for Chairperson of the CRT Committee for 2020.

The EOC Director requested nominations three times. Tim Pley nominated John Jack. John Jack accepted the nomination. Tim Pley nominated Sharie Minions. Sharie Minions declined the nomination.

The EOC Director declared John Jack to the position of Chairperson of the CRT Committee for 2020.

### **ELECTION OF VICE-CHAIRPERSON FOR 2020**

The EOC Director conducted election of Vice- Chairperson of the CRT Committee for 2020.

The EOC Director requested nominations three times. Tim Pley nominated Sharie Minions. Sharie Minions accepted the nomination.

The EOC Director declared Sharie Minions to the position of Vice-Chairperson of the CRT Committee for 2020.

Chairperson Jack assumed the Chair.

### **4. MEETING SCHEDULE, FREQUENCY AND FORMAT**

During the initial phase, meetings will be conducted more frequently. Will start with bi-weekly meetings to see if it meets the needs of the group.

### **5. COMMUNITY STAKEHOLDER GROUP (CSG) MEMBERSHIP**

Committee discussion included the following:

- Breaking down the CSG into an Economic Recovery Working Group and a Health Recovery Working Group
- Pat Deakin, Economic Development Officer, CPA and Bill Collette, AV Chamber of Commerce have both reached out and requested to be a part of the CSG
- Webinar format for the first CSG meeting to limit the number of people participating directly
- Request consistency of members from each group that participates – set schedule ahead of time and make the groups aware
- The Path to Recovery Plan identifies a Health Recovery Working Group and an Economic Recovery Working Group. Discussion around looking for other natural clusters within the stakeholder group
- Add banks and churches that do not fall within the merchants associations already mentioned as well as the Friendship Centre

### **6. ACTION PLAN PROGRESS TRACKER**

- The Action Plan Progress tracker will be posted to the ACRD and City of Port Alberni websites regularly to show the progress that is being made
- Have a notes column that is only visible to the CRT group to add progress notes

### **7. OTHER BUSINESS**

**8. ADJOURN**

*It was determined by consensus that this meeting be adjourned at 2:45.  
The next meeting of the CRT will be on June 2, 2020 at 9:30 am.*

Certified Correct:

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John Jack,  
Chairperson

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Heather Zenner  
Protective Services Manager  
EOC Director



# Alberni-Clayoquot Regional District

## MINUTES OF THE ALBERNI VALLEY REGIONAL AIRPORT ADVISORY COMMITTEE MEETING

HELD ON THURSDAY, May 21, 2020, 1:30PM

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

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### MEMBERS

Mike Ruttan, Chairperson, Member at Large, Alberni Valley

### PRESENT:

Debbie Haggard, ACRD Director, Councillor, City of Port Alberni

Wilfred Cootes, ACRD Director, Councillor, Uchucklesaht Tribe Government

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

Bob Kanngiesser, Member at Large, Alberni Valley

Michael Hoff, Member at Large, Electoral Area "D" (Sproat Lake)

Shelley Crest, Port Alberni Port Authority

### REGRETS:

Richard Watts, Councillor, Tseshaht First Nation

Steven Tatoosh, Chief Councillor, Hupacasath First Nation

### STAFF PRESENT:

Rob Williams, General Manager of Environmental Services

Mark Fortune, Airport Superintendent

Wendy Thomson, General Manager of Administrative Services

Brenda Sauve, Environmental Services Coordinator

### 1. CALL TO ORDER

The General Manager of Administrative Services called the meeting to order at 1:30pm.

The General Manager of Administrative Services recognized the meeting today is being held throughout the Nuu-chah-nulth Territories.

### 2. ELECTION OF CHAIRPERSON FOR 2020

#### ELECTION OF CHAIRPERSON FOR 2020

The General Manager of Administrative Services conducted the election for Chairperson of the Alberni Valley Regional Airport Advisory Committee for 2020.

The General Manager of Administrative Services requested nominations three times. Director Bob Kanngiesser nominated Director Mike Ruttan. No other nominations were requested. Member Mike Ruttan accepted the nomination.

The General Manager of Administrative Services declared Mike Ruttan Chairperson of the Alberni Valley Regional Airport Advisory Committee for 2020.

**3. APPROVAL OF AGENDA**

MOVED: W. Cootes  
SECONDED: D. Haggard

*THAT the agenda be approved as circulated.*

**CARRIED**

**4. ADOPTION OF MINUTES**

a. **Alberni Valley & Bamfield Services Committee Minutes – September 19, 2019.**

MOVED: P. Cote  
SECONDED: S. Crest

*THAT the minutes of the Alberni Valley and Bamfield Services Committee meeting held on September 19, 2019 be adopted.*

**CARRIED**

**5. PETITIONS, DELEGATIONS & PRESENTATIONS**

**6. REQUEST FOR DECISIONS & BYLAWS**

a. **Request for Decision**  
Amended Terms of Reference – Committee Membership

MOVED: B. Kanngiesser  
SECONDED: S. Crest

*THAT the Alberni Valley Regional Airport Advisory Committee receive the amended Terms of Reference as presented for the Committee.*

*THAT the Alberni Valley Regional Airport Advisory Committee change the frequency of meetings for the remainder of 2020 to meeting on the 3<sup>rd</sup> Thursday of every second month.*

**CARRIED**

b. **Request for Decision**  
Cascadia Air Support Letter Request

MOVED: B. Kanngiesser  
SECONDED: P. Cote

*THAT the Alberni Valley Regional Airport Advisory Committee recommends that the ACRD Board of Directors direct staff to respond to Cascadia Air outlining current air traffic*

*authorizations at the AVRA and that staff invite Cascadia Air to be a delegate at the next Alberni Valley Regional Airport Advisory Committee meeting on July 23<sup>rd</sup>, 2020.*

**CARRIED**

**7. UNFINISHED BUSINESS**

- a. **Information Report – Alberni Valley Regional Airport Land Transfer and Runway Expansion Timelines – May 2020 (R. Williams)**
- b. **Information Report –Verbal- Upcoming activities at the AVRA– May 2020 (M. Fortune)**
- c. **Information Report – 2020 Budget Item Request for Creation of AVRA Visionary Plan.**

*MOVED: P. Cote*

*SECONDED: D. Haggard*

*THAT the Alberni Valley Regional Airport Advisory Committee receive reports a to c.*

**CARRIED**

**8. UNFINISHED BUSINESS**

**9. LATE BUSINESS**

**10. NEXT MEETING DATE**

The next meeting of the AVRA Advisory Committee is scheduled for Thursday July 23, 2020 at 2:00 pm via Zoom.

**11. ADJOURN**

*MOVED: P. Cote*

*SECONDED: W. Cootes*

*THAT the meeting be adjourned at 2:37PM*

**CARRIED**

Certified Correct:

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John McNabb,  
Chairperson

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Wendy Thomson,  
General Manager of Administrative Services



# from the Board Table

## Intro

On Saturday, April 25, 2020, the Vancouver Island Regional Library (VIRL) Board of Trustees convened for a historic, virtual meeting in response to the physical distancing measures from COVID-19. Trustees were quick to adapt to this change of format and fell into a rhythm of receiving and moving reports, and engaging in thoughtful and thorough discussions.

In the process, the Board passed a Special Rule of Order: Virtual and Teleconference Participation to conduct the first-of-its-kind virtual meeting, before moving three readings to amend the VIRL Board Procedural By-Law to allow for virtual meetings moving forward. Many Trustees, especially those who live in more remote areas, expressed hope that online meeting attendance could become a permanent fixture of future meetings.

## 2020 Provincial Grants Report



In addition to providing an overview of how provincial funding remains unchanged over 2019, this report also highlighted a one-time \$3 million funding injection from the Province supporting digital resources and services. Thanks to this grant, VIRL received just over \$43k and has earmarked an exciting new crafting database to help customers explore their creative pursuits.



# Facilities Updates



## Campbell River

Strathcona Regional District has approved funding for the new branch. VIRL is in discussion with City of Campbell River staff to move the project forward.

## Courtenay

Now that VIRL has received word that we did not receive funding from the Investing in Canada Infrastructure Program, planning can proceed using Capital Funding.

## Masset

Consultants are currently working on the design, floorplan, and other planning and tender documents.

## North Saanich

The proposed site at the Panorama Centre is part of the Agricultural Land Reserve. North Cowichan is in conversation with the Agricultural Land Commission about a path forward.

## Port Alberni

The architect has developed some preliminary floor plans and other drawings for discussion and comment. VIRL and the architect have established a process for continuing the planning process while all parties are working remotely.

## Sandspit

Discussions are on hold while some issues related to the use of the space are resolved.

# Facilities Updates cont.



## Sooke

The building permit has been approved, and construction will be tendered, evaluated and awarded after the pre-qualification for general contractors review is complete.

## Tahsis

Potential sites for a new branch are currently being assessed by Tahsis Council.

## Tofino

Tofino Council is reviewing shovel-ready potential sites.

## Woss

The Village of Woss has identified the new branch site. VIRL has commenced with the planning work in preparation of a prototype branch. Construction will be tendered in the near future.



# Stepping up in Response to COVID-19

**New and Expanded Digital Services:** When in-branch services were temporarily suspended in mid-March as a result of COVID-19, the digital resources in VIRL's eLibrary took centre stage to keep customers engaged, entertained and informed. This report provided a snapshot of the increased access to the eLibrary and the service improvements that staff brought on board as VIRL pivoted to meet the challenges of this unique situation.

Highlights include:

- 50% increase in eBooks borrowing (increase of 494 eBooks downloaded each day)
- 30% increase in eAudiobook borrowing (increase of 162 eAudiobooks downloaded each day)
- 19% increase in digital magazines checked out each day
- 15% increase in movies, TV shows and music streamed daily
- 15% increased use of online learning through Lynda.com

VIRL responded to this demand by expanding the number of always-available eBooks and eAudiobooks through OverDrive and RBDigital, increasing access to the popular AcornTV streaming platforms and Kanopy, and more.

Online registration was also quickly brought on board. By March 27, VIRL was signing up new members and within the first three weeks of the service, we registered 842 new customers. High demand continues and more than 1,300 people have now been signed up to take advantage of VIRL's digital resources.

# Stepping up in Response to COVID-19

## **Leaning on our Partners during COVID-19 Pandemic**

VIRL continues to find new and innovative ways to get the word out about the services and resources being offered to communities while in-branch services are temporarily suspended. Dozens of organizations and individuals — from senior's homes to postsecondary institutions and school districts, Chambers of Commerce to government contacts and Indigenous communities — have taken up the cause of promoting VIRL to their networks.

Staff have also connected with celebrities and influencers and setting up opportunities for them to further promote the library during the in-branch service suspension.

## **Information Services and Programming During the COVID-19 Pandemic**

The Board received a report on the plans, to date, to implement alternative services while in-branch service is temporarily suspended. This includes information services to customers via telephone, email and video conferencing; online Storytimes and other programs; and online book clubs.



# Business Arising

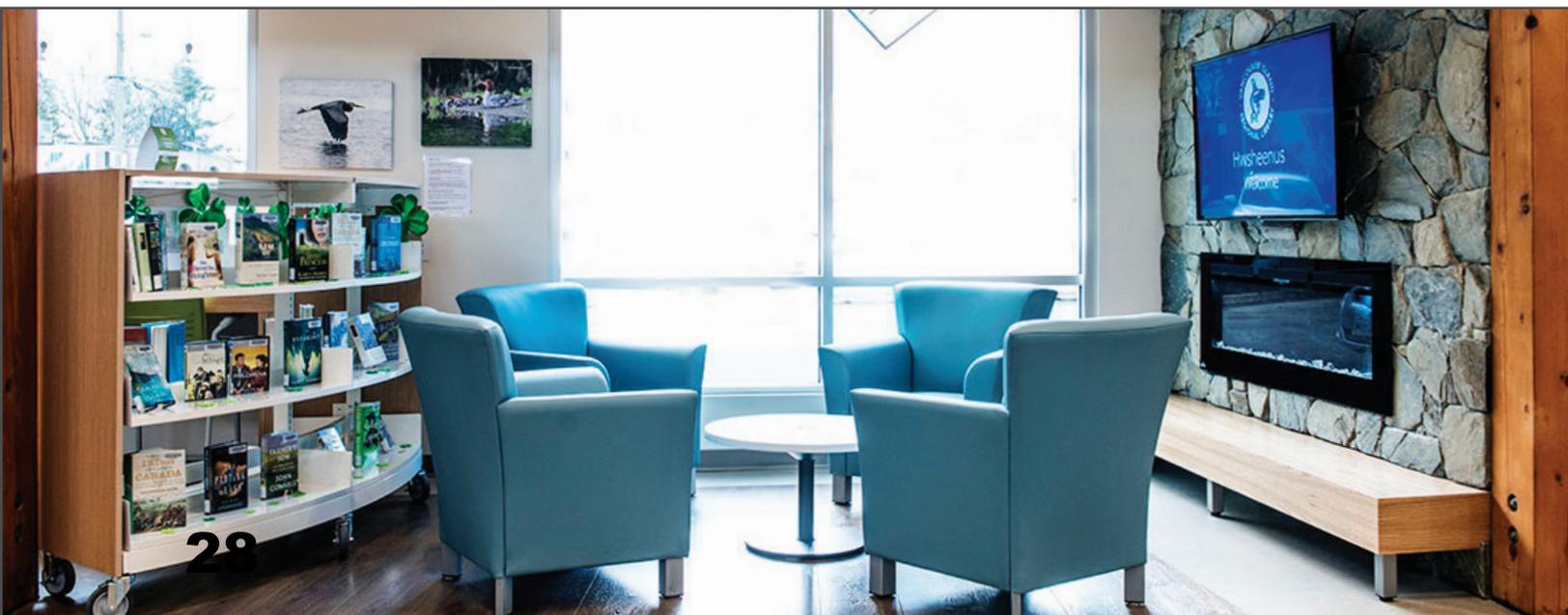
## COVID-19 Government Support Programs

This report highlighted the range of federal and provincial supports currently in place to help citizens, businesses and other organizations during these difficult times. On the federal side, VIRL is investigating whether we can apply for the Temporary Wage Subsidy program. We will continue to monitor and apply for supports as they arise.

## HR and Health and Safety Report

In response to the challenges of COVID-19, this reports provided an overview of the work VIRL and the two unions (CUPE and BCGEU) have completed together to ensure open lines of communication with each other and staff.

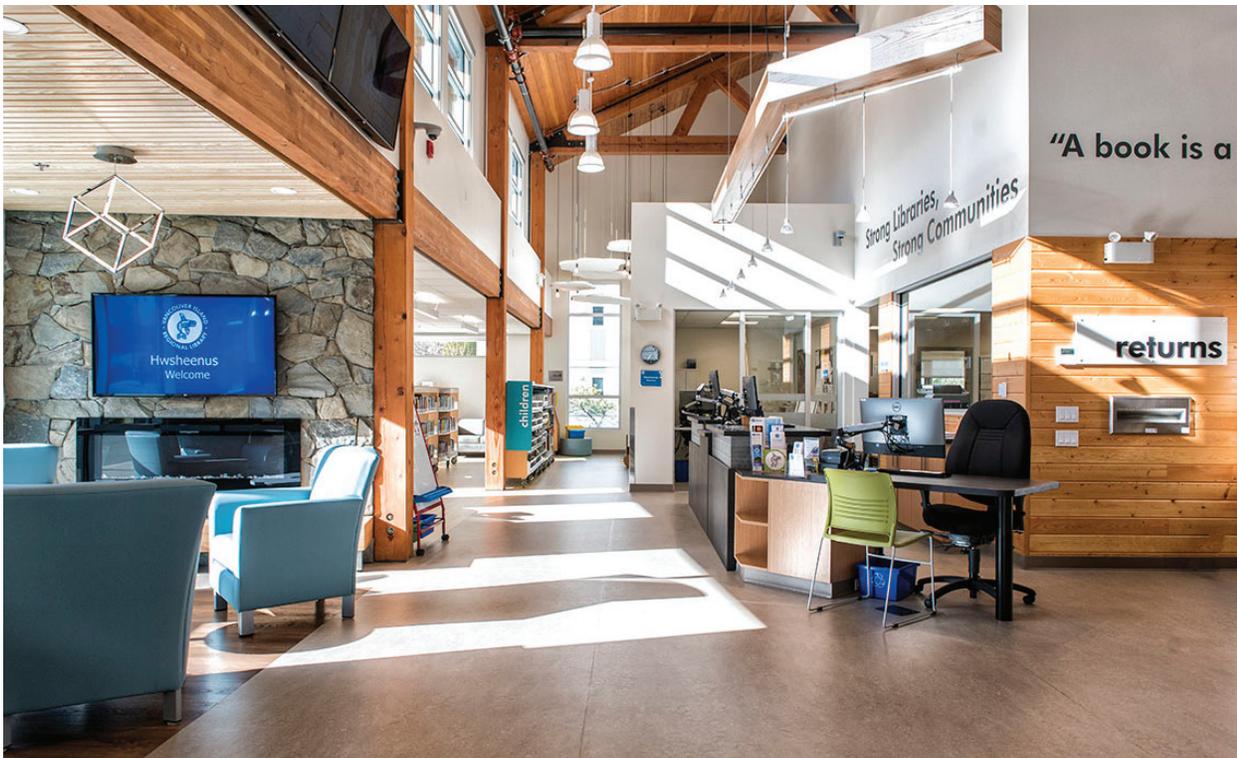
The report also provided information about a potential partnership with the Nanaimo Division of Family Practice and Chamber of Commerce for VIRL to provide 3D printers to assist in the production of personal protective equipment (PPE).





# Strategic Plan

The Board moved to defer planning to 2021 in response to challenges brought about by COVID-19.





## REQUEST FOR DECISION

**To:** ACRD Board of Directors  
**From:** Teri Fong, Chief Financial Officer  
**Meeting Date:** May 27, 2020  
**Subject:** Amendment of the ACRD Payment Processing Policy, 2012

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### **Recommendation:**

**THAT the Alberni-Clayoquot Regional District (ACRD) Board of Directors approve the amendment of the ACRD Payment Processing Policy, 2012 to permit email approval, by the Board appointed signing authorities, of cheques and Electronic Fund Transfers (EFT's) in excess of \$5,000.**

### **Desired Outcome:**

To remove the requirement of hand signing cheques and approving EFT's over \$5,000 and instead obtaining approval by email. This eliminates the necessity of the signing authorities coming into the office and provides staff more flexibility regarding the timing of payable batches.

### **Background:**

At the start of the COVID-19 pandemic staff requested that the Payment Processing Policy be temporarily amended to respect the physical distancing requirements and the closure of the ACRD office. At the April 22, 2020 Board of Directors meeting the following resolution was passed:

*THAT, due the COVID-19 pandemic, the Alberni-Clayoquot Regional District (ACRD) Board of Directors waive Section 2 – Approval of Payments, of the ACRD Payment Processing Policy, 2012 in order to protect the health and safety of staff, directors and the public until May 27, 2020 when it is to be reviewed by the Board of Directors.*

The relaxation of this section of the ACRD Payment Processing Policy has eliminated the need for Directors to come into the office to hand sign cheques and approve EFT's over \$5,000. This temporary procedure enables staff to email the three Directors with signing authority requesting they respond with approval, once approval is received via email from one of the Directors, staff release the payments.

This temporary procedure is working well and staff are recommending the permanent use of email approvals for payment processing as an efficiency measure. A draft of a revised Payment Processing Policy is attached for the Board's consideration with the only change as follows:

### **Section 2 – Approval of Payments**

2. Payments over \$5,000 will be approved by email by one of the Board appointed signing authorities.

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

The recommendation will not change the staff time required to process payments but will make it easier for staff to increase the frequency of releasing payments. Time will still be required by the signing authority Directors to review the invoices and approve the payments, the change will be whether this approval process can be done electronically or if they must travel to the ACRD office to provide that approval.

**Financial:**

There is no financial impact to the recommendation.

**Policy or Legislation:**

ACRD Payment Processing Policy

**Options Considered:**

Finance staff considered these other options when developing the recommendation:

1. The continuation of the current practice of hand signing payments over \$5,000. As the ACRD is delivering more services the amount of payables is also increasing and the processing of payments on Board meeting days is not always adequate. This option is not recommended as staff would like to increase the frequency of processing a payables batch to weekly. The batch will be finalized on Tuesday, the cheques being mailed out on Wednesdays and the EFT's being deposited in vendor accounts on Fridays. The current policy would require that a signing authority director attend the office on either Tuesday afternoon or Wednesday morning each week. Staff feel this internal control step can be achieved electronically with the use of email instead of hand signing making in unnecessary for the in-person interaction.
2. The use of Directors digital signatures on invoices (not payments) over \$5,000. This approach is not recommended because frequently individual invoices do not exceed the \$5,000 threshold, yet the total payment exceeds the threshold. For example, with engineering services most project invoices are less the \$5,000 per month and as a result would not be seen or signed by the signing authority yet the payment will be greater than \$5,000. This could also be more time consuming than the current process as the director could sometimes need to sign multiple invoices to the same vendor if each invoice is greater than \$5,000.
3. Increase the signing threshold from \$5,000 to a higher amount such as \$35,000. Increasing the threshold would reduce the number of manually signed payments. This would reduce the level of internal control that the procedure current creates and is not recommended by staff at this time as the intent of this recommendation is to reduce the in-person interaction not reduce the oversight measure by the Board.



Submitted by: \_\_\_\_\_  
Teri Fong, CPA, CGA, Chief Financial Officer



Approved by: for: \_\_\_\_\_  
Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer

Alberni-Clayoquot Regional District  
PAYMENT PROCESSING POLICY

Policy Issued by: Board of Directors  
Date Adopted: August 8, 2012  
Date Amended:

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***Purpose:***

The objective of this policy is to outline the accounting process for the payment of invoices.

***Scope:***

This policy applies to all Regional District payables.

***Definitions:***

**Cheque** is a document that orders a payment of money from a bank account.

**Electronic Funds Transfer (EFT)** is the electronic exchange or transfer of money from one account to another, either within a single financial institution or across multiple institutions, through computer-based systems.

***Policy:***

Vendors will be given the choice of receiving payments by either cheque or EFT.

**Approval of Payments**

Payments, whether by EFT or cheque, will be subjected to the following approval process:

1. Payments under \$5,000 will be approved by the Manager of Finance and the Chief Administrative Officer. In the absence of either, another member of management will approve on their behalf.
2. Payments over \$5,000 will be approved by email by one of the Board appointed signing authorities.

**Payments by Cheque**

Payments by cheques will be made by sequentially pre-numbered cheques. This is the default payment method.

**Payments by EFT**

Suppliers who have requested to be paid by EFT will fill in an EFT Application form for the Finance Department to change their payment preference.



## REQUEST FOR DECISION

**To:** Board of Directors  
**From:** Teri Fong, CPA, CGA, Chief Financial Officer  
**Meeting Date:** May 27, 2020  
**Subject:** Press Release - Gas Tax Fund Projects 2019

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### **Recommendation:**

That that Alberni-Clayoquot Regional District Board of Directors direct staff to develop a press release highlighting the 2019 projects that were supported by Federal Gas Tax Funds in the Alberni-Clayoquot region.

### **Desired Outcome:**

To highlight the Federal Government contributions to projects within the region.

### **Summary:**

The Renewed Gas Tax Agreement provides funding to the ACRD through the Community Works Fund (CWF) and the Strategic Priorities Fund (SPF). The agreement includes a communications protocol to ensure that residents are made aware of the contributions provided by the Government of Canada. In order to achieve the requirements set out in the protocol, staff are recommending the development of a press release highlighting the projects from last year.

The projects that were undertaken by the ACRD in 2019 include:

- Asset Management Implementation Project – a two year project that dedicates staff resources to the development of an asset management program for the ACRD. The project was supported by \$122,000 of SPF funding in 2019 and the project is expected to wrap up later this year.
- Consolidated Strategic Landfill Diversion Program Organics – this project is to implement the diversion of organics from both the Alberni Valley and West Coast landfills. The project was supported by \$83,000 of SPF funding in 2019 as the project was just in the beginning stages.
- Millstream Water System upgrades – There were \$30,000 worth of CWF upgrades made to this small water system during the year to increase water quality.
- Alberni Valley Regional Airport Expansion and Instrument Approach Implementation – A \$30,000 contribution of CWF was made to assist with the large expansion project at the airport.

The ACRD is also able to allocate the federal funding to outside organizations if those organizations provide a community benefit. The following projects were undertaken by other organizations in the region in 2019 and would also be included in the press release:

- Cherry Creek Waterworks water main upgrade – owned by the Cherry Creek Waterworks District a portion of AC pipe was upgraded to PVC pipe and increased in size along Cherry Creek Rd between Milligan Rd and Horne Lake Rd. The CWF contribution to the project was \$625,000.
- Sproat Lake Community Hall Upgrade – owned by the Sproat Lake Community Association the hall serves as a

recreational asset to the community and many upgrades including new windows, kitchen, bathrooms and exterior are currently underway. In 2019, the CWF contribution was \$111,000.

- Beaver Creek Community Hall – owned by the Beaver Creek Community Club, the hall serves as a recreational and cultural asset to the community. There were two projects underway in 2019 at the hall. The playground is nearing completion with \$2,000 of CWF assisting with the project. The hall is starting an upgrade with \$3,600 of CWF getting the project started with much more anticipated in 2020.

The press release will be developed, circulated and then included as part of the ACRD’s annual reporting requirements for the Gas Tax Funds.

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

There will be some staff time required to draft the press release. No further elected official’s time is anticipated.

**Financial:**

There is no financial implication to this recommendation as the press release will be posted to our website and distributed to the media and other contacts.

**Policy or Legislation:**

The Administrative Agreement on the Federal Gas Tax Fund in BC is a tripartite Agreement between Canada-British Columbia-UBCM and outlines the administrative framework or the delivery of federal Gas Tax funding to local governments including the Communications Protocol.



Submitted by:

\_\_\_\_\_  
Teri Fong, CPA, CGA, Chief Financial Officer



Approved by:

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



## REQUEST FOR DECISION

**To:** Board of Directors  
**From:** Tricia Bryant, CPA, CGA, Asset Management Coordinator  
**Meeting Date:** May 27, 2020  
**Subject:** FCM Municipal Asset Management Program Grant Application

---

### **Recommendation:**

That the Alberni-Clayoquot Regional District Board of Directors apply for a \$50,000 Federation of Canadian Municipalities - Municipal Asset Management Program grant for building and critical asset valuation and assessment.

### **Desired Outcome:**

To secure funding to have a consulting firm perform an assessment and valuation of all buildings and large assets owned by the ACRD. This detail is required to provide accurate replacement values for the Asset Management process and fulfill the needs of the Asset Management Policy and Strategy.

### **Summary:**

This grant funding was available in 2019 and an RFD was brought to the Board in May 2019. Unfortunately, by the time the application was to be submitted, funds had been fully distributed prior to the submission deadline. Staff are hopeful that early action in 2020 on this grant will lead to a more successful outcome.

The ACRD owns several buildings all throughout the Regional District with varying conditions and values. Necessary data is missing about the current replacement and insurable values and assessments performed by skilled consultants are needed to acquire this data. The assessment data will be the foundation to several new Asset Management Plans (AMPs) as well as providing increased reliability in subsequent AMPs. To date, plans have been created using estimates from staff, including the Property Maintenance Coordinator and other staff that work closely with assets in question. While this has been a good starting point for AMPs, more in-depth condition assessments are a critical next step in adding value to the ACRD's Asset Management Program.

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

There would be a limited amount of staff time required to complete the grant application form. If awarded the grant funding and the project were to proceed the majority of the work will be performed by an external consulting firm and therefore the amount of time required by staff would be minimal.

### **Financial:**

The FCM grant will provide 80% funding up to a maximum of \$50,000; we expect the work to cost slightly less than \$50,000 with an allowance for contingency. The remaining 20% of costs will be distributed among the services that received assessments based on time spent while service-specific costs will be charged accordingly. The successful applicant will be chosen through an RFQ submission if the grant funding is received.



Submitted by: \_\_\_\_\_  
Tricia Bryant, CPA, CGA, Asset Management Coordinator



Reviewed by: \_\_\_\_\_  
Teri Fong, CPA, CGA, Chief Financial Officer



Approved by: by: \_\_\_\_\_  
Douglas Holmes, CPA, CA, Chief Administrative Officer



## REQUEST FOR DECISION

**To:** Alberni-Clayoquot Regional District Board of Directors

**From:** Tricia Bryant, CPA, CGA, Asset Management Coordinator

**Meeting Date:** May 27, 2020

**Subject:** Sproat Lake Volunteer Fire Department Asset Management Plan Version 1

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### **Recommendation:**

***That the Alberni-Clayoquot Regional District Board of Directors adopt the Sproat Lake Volunteer Fire Department Asset Management Plan Version 1.***

### **Desired Outcome:**

The Alberni-Clayoquot Regional District (ACRD) Board of Directors adopts the Sproat Lake Volunteer Fire Department (SLVFD) Asset Management Plan (the Plan) to guide decision-making and facilitate sustainable service delivery.

### **Background:**

This is the eighth plan created by the ACRD with the assistance of Management, fire department personnel, and staff. The purpose of the Plan is to better guide the Board, management and staff in decision-making and sustainable service delivery. It is also a communication tool for public awareness. The Plan will provide significant value by utilizing data from SLVFD and has identified areas and projects that are priority in the budgeting and long-term financial planning process. In order to make relevant and reliable long-term financial plans, Asset Management Plans are a necessity. The Plan is a key tool to become more proactive than reactive. Prior to the Plan's creation, an Asset Registry was created in which component valuations and approximate expiration dates are used to calculate required annual financial contribution from tax requisition in order to maintain desired levels of service. This version of the Plan will be dated with the date of adoption.

The condition and replacement time lines included in the Plan are based on estimated useful lives and are approximations that allow the ACRD to develop long term planning. As time goes on these estimates will be revised based on the information that is gathered about the assets. The asset management plan estimates a replacement date based on the knowledge that is currently available in order to estimate future funding requirements, however, there is no definite replacement date established until the asset is near the end of its useful life.

Asset Management Plans identify any financial gaps that potentially could be filled with grants or require other funding sources such as taxation. Asset Management Plans are now a requirement for grant applications as well as accurate and reliable long-term financial plans.

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

There is a dedicated full-time position until late 2020 for Asset Management. Most Asset Management Plans can take a significant amount of time to compile necessary information, analyze and present it in a way that provides value to staff, management, the Board and users of the service. Additionally, time must be taken to properly include the information in Asset Management Plans in the 5 year financial

plan of the Regional District.

Submitted by:   
Tricia Bryant, CPA, CGA, Asset Management Coordinator

Reviewed by:   
Teri Fong, CPA, CGA, Chief Financial Officer

Approved by: for:   
Douglas Holmes, CPA, CA, Chief Administration Officer



ALBERNI-CLAYOQUOT  
REGIONAL DISTRICT



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# Sproat Lake Volunteer Fire Department

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Asset Management Plan  
Version 1



DATE OF ADOPTION: TBD



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## 1 EXECUTIVE SUMMARY

### 1.1 Purpose of the Plan

The Sproat Lake Volunteer Fire Department (SLVFD) Asset Management Plan (AMP) is part of the ACRD Asset Management Program to facilitate informed decision-making and effective allocation of resources for infrastructure. The purpose of an AMP is to deliver sustainable, cost effective services to ACRD communities in a socially, economically, and environmentally responsible manner, while providing the Level of Service (LOS) agreed upon by the Board. Estimates and projections included in this AMP are derived using available information with updates and changes expected with the release of each new version. AMPs are intended to be living documents, reflective of current asset conditions and data.

### 1.2 Asset Description

The Sproat Lake Volunteer Fire Department assets include:

- Halls, parking lots, septic system, water pumps and generator
- Firefighting apparatuses equipment and electronics
- Self-Contained Breathing Apparatus (SCBA) equipment
- Dock

### 1.3 Levels of Service

The present funding levels are insufficient to continue to provide the existing services at current levels in the medium-term. The main service consequences will be more frequent service interruptions, hall closures, declines in service quality or loss of service.

### 1.4 Future Demand

The main demands for new services are created by:

- Growth rate
- Education programs
- Board of Directors and resident level of service expectations
- Legislative and industry regulations

These will be managed through a combination of managing existing assets, upgrading of existing assets and providing new assets to meet demand and demand management. Demand management practices include non-asset solutions, insuring against risks and mitigating failures.

### 1.5 Lifecycle Management Plan

Asset Management assists in conscious and calculated decisions for all assets covered in AMPs from acquisition, operation, maintenance, disposal and renewal or upgrade. During the course of an assets life, the replacement value is known along with an estimated date of replacement based on age and condition. Annual contributions required are calculated for each component in each service to

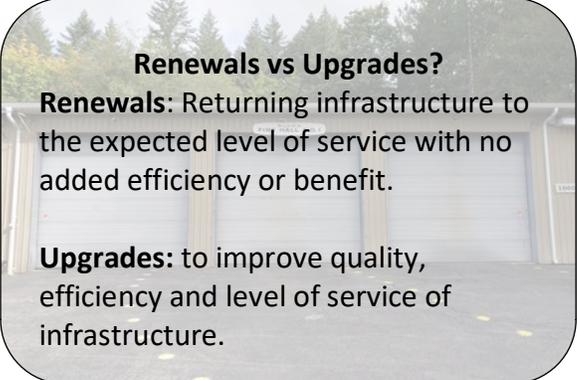


measure the funding gap between current and future levels of service in order to align funding and service expectations. The AM Program achieves responsible and reliable lifecycle management practices.

The Asset Management Coordinator has created the Sproat Lake Volunteer Fire Department AMP with the assistance of the Fire Chief, department members and operations staff. Asset Management systems will continue to be maintained once this position expires by ACRD staff. Estimated service life (ESL) and replacement cost of the infrastructure were determined using industry standards and requirements. The SLVFD Chief provided risk assessments and goals.

### 1.6 Financial Summary

The SLVFD assets have a total current replacement value of \$8.4 million in 2020 dollars. With an estimated inflation rate of 1.5% (CPI 10-year average), estimated future replacement costs are \$10.1 million for current infrastructure at the end of the components estimated service life. Not included in the estimates are projections for future demand and projected capital upgrades. Sproat Lake is currently struggling to maintain three halls and the community could potentially be served by less halls as a cost saving measure.



**Renewals vs Upgrades?**  
**Renewals:** Returning infrastructure to the expected level of service with no added efficiency or benefit.  
**Upgrades:** to improve quality, efficiency and level of service of infrastructure.

Sproat Lake has a total assessed converted value of \$106 million with a converted residential tax rate of \$0.461 to cover all fire department expenditures. In 2020, \$489,712 will be collected through property taxation. The current funding levels are not adequate to support the desired level of service and maintain compliance with the regulations in the medium term. Large expenditures such as a new hall or fire apparatus aren't within the current financial means of SLVFD. Without adequate requisition levels, debt may need to be used to maintain levels of service in the future. Renewal of assets will occur in cycles based on asset life, legislative renewal requirements and according to their condition and use. The Fire Underwriters Survey (FUS) also dictates the replacement of key firefighting apparatuses based on asset age.

Based on the FUS regulations for first line response apparatus, a Fire Engine to be located at Hall #1 was scheduled for replacement in 2020 at the estimated cost of \$675,000. Due to lack of available reserve account funding, this replacement is not currently in the Financial Plan. A second new fire apparatus is also required in 2028 to stay in compliance with First and Second Line apparatus maximum age restrictions. Due to financial constraints, based on current funding levels, the Fire Chief estimates the next apparatus purchase will be in another 8 years. The department will apply for exceptions with the FUS until a truck can be purchased.



### 1.7 Asset Management Practices

Assets are managed using a combination of Firehall.net, Microsoft Office and Vadim. Registries and AMPs will be reviewed and updated on an annual basis prior to the release of the following version.

### 1.8 Monitoring and Improvement Plan

At the end of this AMP there will be an Improvement Plan intended to improve Asset Management practices within Sproat Lake Volunteer Fire Department and the Asset Management Program as a whole. Generally included in Improvement Plans are suggested changes or additions to documented inspections and condition assessments, monitoring of asset-specific operational and maintenance procedures and giving present risks a numerical rating in order to measure mitigation success.

## 2 INTRODUCTION

### 2.1 Background

This AMP encompasses all Sproat Lake Volunteer Fire Department assets, including fleet. The purpose of the plan is to facilitate the strategic management of the system infrastructure and the services provided by it, giving guidance on new and existing infrastructure to maximize use of financial resources long term, reduce risk and provide a prioritized view for service continuity and improvements over a 20-year planning period and beyond.

The ACRD AM Program follows the advice of the Asset Management BC Framework; Plans are designed to be living documents that change with the organization to reflect progress made while continuously striving for sustainable service delivery. Consideration of community priorities and an understanding of trade-offs between resources and desired services is the foundation of sound AM practices.





The AMBC Roadmap guides organizations through basic, intermediate and advanced Asset Management Practices. It is the goal of the ACRD to achieve a basic to intermediate level of understanding.

This AMP should be read in the context of the ACRD's Asset Management Policy and Strategy. The Sproat Lake Volunteer Fire Department AMP is a living document and will develop with AM practices and with the influence of the following corporate documents:

- Annual strategic priorities
- Short-term and long-term financial plans
- Maintenance policies and industry regulations
- Grant applications and funding

Asset Management Plans are designed for several reasons. First, to guide Fire Chiefs, Management and the Board in planning and decision-making. Second, to aid in the creation of short term and long term financial plans as well as operational plans. Last, to spark community engagement for the service.

As the ACRD moves through the AM program, knowledge and understanding of the AM program increases and it is expected that this plan will evolve further, solidifying assumptions made and filling in any present information gaps where further research or information is required.

## 2.2 Asset Inventory

The Sproat Lake Volunteer Fire Department consists of many components including:

- Fire Trucks including pickup trucks
- Fire Halls including septic and water systems
- Larger or Specialized Electronics
- SCBA Equipment
- Rescue Equipment
- Storage containers

Current replacement costs were estimated by the Fire Chief and Asset Management Coordinator using historical costs. Unit costs include all installation and remediation activities. Remaining useful life estimates were based on installation dates and expected service life based on knowledge and experience.

Any land associated with the SLVFD is not included in this AMP as there are currently no future plans for expansion, revival or rejuvenation of the current land. This version of the plan is assuming that SLVFD continues operations with the current 3-Hall model. The purchase of land may need to occur in the future if the Board decided to construct a new hall in an optimum response radius location.



### 2.3 Emergency Preparedness

The SLVFD does not have an Emergency Preparedness Program but has recently formed a committee that has been tasked with creating a Program. Future versions of this Plan will include necessary information and protocols from the Emergency Preparedness Program.

### 2.4 Levels of Service

Levels of Service (LOS) are defined using two terms, customer levels of service and technical levels of service.

**Customer LOS:** measure how the resident receives the service and measure of value provided.

**Technical LOS:** technical measures of performance relating to the resources of service activities to achieving the desired outcomes and demonstrate effective performance.

- Operations – ongoing activities, day-to-day operations
- Maintenance – activities enabling an asset to provide service for its planned life
- Renewal – activities that return the service capability to near original capacity
- Upgrade – activities that provide a higher level of service

For the purposes of this report, customer’s LOS expectations are set upon the annual adoption of the financial plan and strategic priorities as it is a reflection of the values, policies, and priorities of the Board of Directors with input from committees and public engagement sessions. Because residents’ expectation of a Fire Department is quite simple, for the purposes of this AMP, only Technical LOS have been included.

The current and expected Technical Levels of Service detailed in Table 2.1 shows the expected levels of service based on resource levels in the current financial plan. Organizational objective measures are measures of fact related to the service delivery outcome.

**Truck 41 – Due for Replacement in 2028**





**Table 2.1 - Technical Levels of Service**

Service	Service Objective	Objective Measure	Current Performance	Desired Outcome
<b>Operations</b>  <b>\$309,200</b> <b>2020 Budget</b>	Safe and reliable equipment and equipment training to facilitate prompt fire response times	Firefighters are trained to use and regularly exercise equipment during practice times to ensure proper function at fire scenes	Truck checks performed weekly  Small equipment is inspected monthly and hoses annually or if a problem is suspected  Weekly visual checks on all major equipment	All equipment aside from hoses inspected and tested on a weekly basis with a record of condition assessment   Hose tester available for efficiency with annual tests
<b>Maintenance</b>  <b>No specific</b> <b>Maintenance</b> <b>Budget</b>	Reliable, consistent fire services without interruption or delay of service	Regular maintenance and condition assessments	Regular annual inspections on major equipment  Inspections are documented per NFPA standards	Up to date condition assessments and maintenance record database to be used in future AMPs
<b>Renewal</b>  <b>No Renewal</b> <b>Budget</b>	Fire Service assets meet needs to provide quality services to customers	Renewals are performed where required, without sacrifice to quality when upgrade is a more suitable option  Equipment and apparatuses are safe and in good running order	Seismic upgrades have been performed on the Halls  Renovations and repairs are reactive	Renewals are proactive rather than reactive  Aging equipment is renewed before it fails
<b>Upgrade/</b> <b>New</b>  <b>\$84,000</b> <b>2020 Budget</b>	Newer fire apparatus at the First and Second Line response positions for reliable service delivery	Fire apparatuses are kept in compliance with the Fire Underwriters Survey guidelines	Purchased a new Fire Apparatus in 2019  Currently due for another new Fire Apparatus; however, another truck will not be budgeted for another 8 years  SLVFD is required to apply for exception with FUS for Truck #47	All fire apparatus are budgeted and replaced within the timeline specified by the Fire Underwriters Survey

It is important to monitor the service levels provided regularly as these will change as regulations and expectations change. The current performance is influenced by work efficiencies, technology, and Fire Underwriters Survey regulations that will change over time. Review and establishment of the agreed position that achieves the best balance between service, risk and cost is essential.



## 2.5 Required Replacements

The Fire Underwriters Survey (FUS) dictates replacement schedules for fire apparatuses. Table 2.2 shows the guidelines for First Line, Second Line, and Reserve. Based on population, Sproat Lake is designated as a Medium Size community and as such is required to adhere to these guidelines to retain recognition. One consequence in the loss of recognition would result in a large spike in residential fire insurance rates. During discussion with the Regional Director at the FUS, it was mentioned that many small communities are having financial difficulty maintaining these standards given the increasing cost to build a fire apparatus (fire engine) and the current tax bases. While First and Second Line have a max age on the chart, apparatuses can be up to 25 years old in these positions. In addition, only one apparatus per department can be applied to have an age exception applied; only special circumstances will allow for two apparatuses being considered for exception. Due to SLVFD having SSTS Tanker Accreditation, the maximum apparatus age is reduced to 20 years, rather than 25, causing additional financial strain on the department. Leniency for these rules may change in the future but for the purposes of this AMP, a maximum apparatus age of 20 was applied in order to determine replacement dates and contribution levels.

In 2019, SLVFD purchased their newest fire engine, Truck 49, and it is currently stationed at Hall #3. Apparatus age requirements from FUS apply to individual Halls, not the Department as a whole. Both Hall #1 and Hall #2 are going to require new fire engines within 1 and 8 years, respectively. Costs for fire engines increase year over year, far faster than most items subject to inflation. While Truck 49 cost approximately \$560,000, it is likely that purchasing the same truck today would cost over \$600,000. It is very difficult to accurately forecast the future cost of apparatuses as market prices continuously grow. For the purposes of this plan, costs are estimated with the most recent data available. It is recommended that future fire apparatus replacements have a contingency of at least 20% for budgetary purposes. Truck 47 is currently 20 years old and was scheduled to be replaced in 2020 and Truck 41 in 2028. The Fire Chief noted that due to financial constraints, the next budgeted replacement is for Truck 41 in 8 years. SLVFD cannot apply for exemption with FUS for Truck 47 while having SSTS accreditation.



*Truck 47*



**Table 2.2 - Fire Underwriters Survey Fire Apparatus Age Guidelines**

Apparatus Age	Major Cities <sup>3</sup>	Medium Sized Cities <sup>4</sup> or Communities Where Risk is Significant	Small Communities <sup>5</sup> and Rural Centres
0 – 15 Years	First Line	First Line	First Line
16 – 20 Years	Reserve	2 <sup>nd</sup> Line	First Line
20 – 25 Years <sup>1</sup>	No Credit in Grading	No Credit in Grading or Reserve <sup>2</sup>	No Credit in Grading or 2 <sup>nd</sup> Line <sup>2</sup>
26 – 29 Years <sup>1</sup>	No Credit in Grading	No Credit in Grading or Reserve <sup>2</sup>	No Credit in Grading or Reserve <sup>2</sup>
30 Years +	No Credit in Grading	No Credit in Grading	No Credit in Grading

<sup>1</sup> All listed fire apparatus 20 years of age and older are required to be service tested by recognized testing agency on an annual basis to be eligible for grading recognition. (NFPA 1071)

<sup>2</sup> Exceptions to age status may be considered in a small to medium sized communities and rural centres conditionally, when apparatus condition is acceptable and apparatus successfully passes required testing.

<sup>3</sup> Major Cities are defined as an incorporated or unincorporated community that has:

- a populated area (or multiple areas) with a density of at least 400 people per square kilometre; AND
- a total population of 100,000 or greater.

<sup>4</sup> Medium Communities are defined as an incorporated or unincorporated community that has:

- a populated area (or multiple areas) with a density of at least 200 people per square kilometre; AND/OR
- a total population of 1,000 or greater.

<sup>5</sup> Small Communities are defined as an incorporated or unincorporated community that has:

- no populated areas with densities that exceed 200 people per square kilometre; AND
- does not have a total population in excess of 1,000.





SLVFD is unlike other volunteer fire departments under the ACRD umbrella because they maintain and operate three separate halls, all with their own FUS apparatus age requirements. FUS regulations are intended per Hall rather than per Department. This means that they must have a higher ratio of newer apparatuses in order to stay compliant versus other Departments in medium sized communities, such as Beaver Creek Volunteer Fire Department. As mentioned in the September 2011 *Report on the Sproat Lake Volunteer Fire Department*, the coverage for the three halls overlaps in many areas. It is recommended that SLVFD ceases operations out of one of the halls based on geographical location or construct a new hall in an optimum location and possibly operate only one of the current halls as a satellite hall. While this finding was based strictly on staffing, operations, maintenance and capital costs of the halls themselves, there is the added expense of keeping current with FUS apparatus age requirements for all three halls. Each hall is required to have a First Line apparatus and, in the event of a fire, the responding hall provides the First Line and the other halls provide their First Line trucks as Second Line, meaning FUS regulations on Second Line trucks aren't as relevant to SLVFD.

The ACRD entered into an agreement with the Ministry of Transportation and Infrastructure (MOTI) for a Right of Way on which Hall 2 on Faber Road is situated. If SLVFD were to reduce the number of halls, it is most likely based on geographical location and response radiuses that Hall 2 would become inactive. Due to the MOTI agreement, this would not allow us to access proceeds from the sale of the Hall and has therefore been omitted from the cost estimates. Table 3.2 shows three different scenarios with annual required cost estimates for the future of the SLVFD Halls. Scenario 2, in which Hall 2 would be closed and SLVFD reduced to a two hall Department is the least costly option while Scenario 1, the current status quo, is proving to be the most costly option. Per the report, no scenarios in which any Sproat Lake residents would lose fire coverage or ratings for insurance purposes have been included. On the contrary, as mentioned in the 2011 *Report on the Sproat Lake Volunteer Fire Department*, in some instances response times may even improve for houses within the Hall 2 radius if it were to be closed.





**Table 2.3 – Future Hall & Apparatus Scenarios**

Scenario 1: Status Quo				
	Required Annual Contribution - Hall	First Line Replacement Year per FUS	Required Annual Contribution - First Line	Total Required Annual Contribution
Hall 1 (Lakeshore)	5,331	2020	19,413	24,744
Hall 2 (Faber)	5,331	2028	21,737	27,069
Hall 3 (Hwy 4)	12,719	2039	25,606	38,325
	<u>23,381</u>		<u>66,756</u>	<b>90,137</b>
Scenario 2: Close Hall 2 (Faber)				
	Required Annual Contribution - Hall	First Line Replacement Year per FUS	Required Annual Contribution - First Line	Total Required Annual Contribution
Hall 1 (Lakeshore)	5,331	2020	19,413	24,744
Hall 2 (Faber)	-		-	-
Hall 3 (Hwy 4)	12,719	2039	25,606	38,325
	<u>18,050</u>		<u>45,018</u>	<b>63,069</b>
Scenario 3: Replace Halls 2 (Faber) & 3 (Hwy 4) with new Hall				
	Required Annual Contribution - Hall	First Line Replacement Year per FUS	Required Annual Contribution - First Line	Total Required Annual Contribution
New Hall	34,037	2039	25,606	59,643
Hall 1 (Lakeshore)	5,331	2020	19,413	24,744
Hall 2 (Faber)	-		-	-
Hall 3 (Hwy 4)	-		-	-
	<u>39,368</u>		<u>45,018</u>	<b>84,386</b>

While Scenario 2 may seem like a clear choice, in 2017, the road connecting Pacific Rim Highway and McCoy Lake Road which is located on private property and was closed by the property owner after concerns were raised about a failing culvert and bridge. The MOTI had historically maintained the road even though it is privately owned. The closure of this road critically impacts the response time of Hall #3 and homes within its response radius. The ACRD is not aware of any negotiations or plans between the property owner and MOTI to re-open the road. This no longer allows SLVFD to close Hall #2 as it serves the homes impacted by the closure and they can no longer be served by the other halls. It is recommended that discussion takes place between the parties involved to develop a resolution. It is likely that contributing towards the capital renewal expenditures associated with the road in order for it to reopen, less the capital costs saved by deactivating Hall #2, will reduce the required annual contributions of the residents within SLVFD boundaries. A revision to the master plan may be required as a result of this road closure prior to long-term hall discussions.



### 3 CURRENT STATE OF SLVFD INFRASTRUCTURE

#### 3.1 Inventory

**Table 3.1 - Assets covered by this Plan**

Asset Category	Quantity	2020 Replacement Value
Fire Halls	3	4,456,000
Training Site (misc. structures)	9	203,000
Dock at Hall #2	1	50,700
Large Electronics	4	37,500
Fencing	500m	13,200
Hydrants (Dry and Standard)	12	119,800
Fire Apparatuses	7	3,126,200
Paved Surfaces	4	65,000
Rescue Equipment	10	71,000
Water Reservoirs	4	20,300
SCBA Equipment	N/A	215,200
Water Treatment Equipment	2	10,200
<b>Total</b>		<b>8,388,100</b>

Assets that are part of operations and expensed at the time of purchase are not included in Table 3.1. Small equipment such as desktop computers, tablets, pagers, turnout gear, SCBA tanks, ladders, hoses, fittings and hand-held tools were not included in the asset listing as they did not meet the capitalization threshold. The Fire Chief estimated the current replacement cost of the SCBA equipment as a detailed inventory is not readily available. Identification of aging SCBA equipment is included as part of the Improvement Plan.

#### 3.2 Replacement Costs and Dates

Asset management changes the financial focus from historical cost and annual amortization included in the ACRD's financial statements to estimated replacement value, estimated service life, and annual capital investment required.

Over half of the SLVFD assets are due for replacement within 10 years based on current replacement costs. Table 3.2 summarizes suggested infrastructure replacement dates and estimated costs by year until 2060. Based on asset age and expected service life, required renewals in 2020 approximately will make up over \$2.5 million in component replacements costs alone, stressing the need for a capital renewal plan now to meet future financial gaps. Collecting the recommended annual contribution from users shown in Table 3.2 of \$2.5 million, or a residential tax rate of \$2.478, will alleviate these spikes in capital, operational and maintenance costs. These amounts are intended as a financial depiction of the state of the assets and funding gap at SLVFD as the taxpayers in Sproat Lake could not

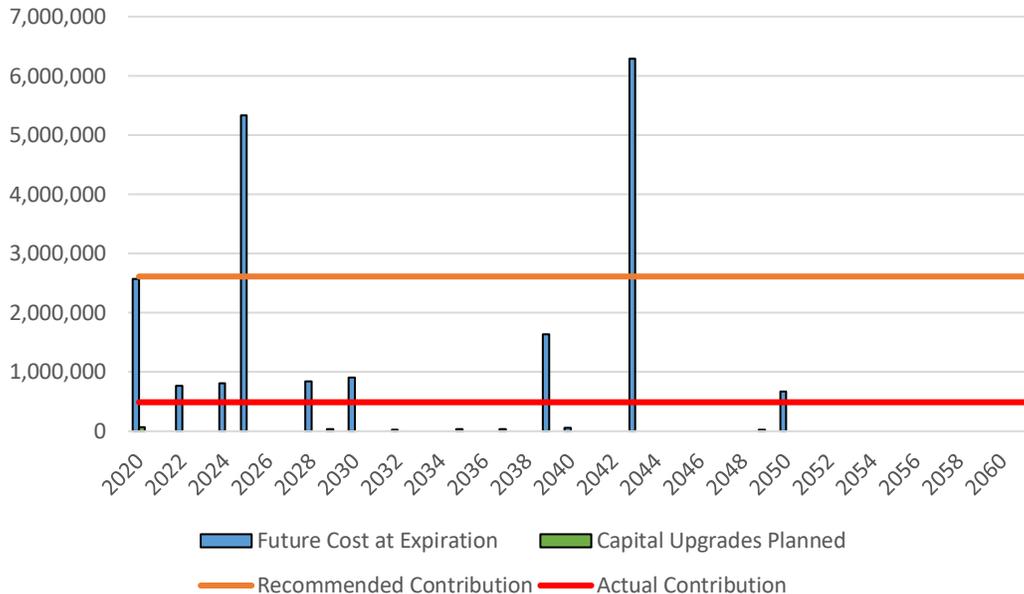


support such a large increase from the current residential tax rate of \$0.461. If it became possible to operate without Hall #2, excluding any proceeds from sales and assuming overall operating costs will be reduced by one third, the recommended annual contribution would be \$1.2 million or a residential tax rate of \$1.494. Contribution rates are at the discretion of the Board and the recommended contribution rates will fluctuate as contributions and demands change. Recommended residential tax rates included in this plan also include the 2020 budgeted operating and maintenance expenditures as the only revenue stream for SLVFD is through tax requisition.

It is recommended that halls that will be retained for the long term have consultants review the integrity of the structures and make any necessary improvements with consideration for the building’s age and expected service life. All three halls within SLVFD have received seismic upgrading and continue to receive maintenance works required; it should be noted, however, that every building’s lifespan is finite and after typical required upgrades the expected service life has been extended to 65 years, well beyond the 40-year amortization period applied to buildings within the ACRD. It is entirely possible that future upgrades will extend the service life beyond this timeframe but structural integrity will be questionable at such time. Qualicum Beach, for example, recently replaced their aging Fire Hall at 65 years old. Comparable seismic buildings of scale were used to determine the replacement cost of the halls based on the current square footage. Using an inflation rate of 1.5% and interest savings on reserve balances of 2%, the anticipated replacement dates and costs of the Halls is as follows:

- Hall 1 – expected replacement date based on age: 2025; future replacement cost: \$1.25 million
- Hall 2 – expected replacement date based on age: 2025; future replacement cost: \$1.25 million
- Hall 3 – expected replacement date based on age: 2043; future replacement cost: \$2.99 million

**Table 3.2 - Projected Timing for Capital Renewal**



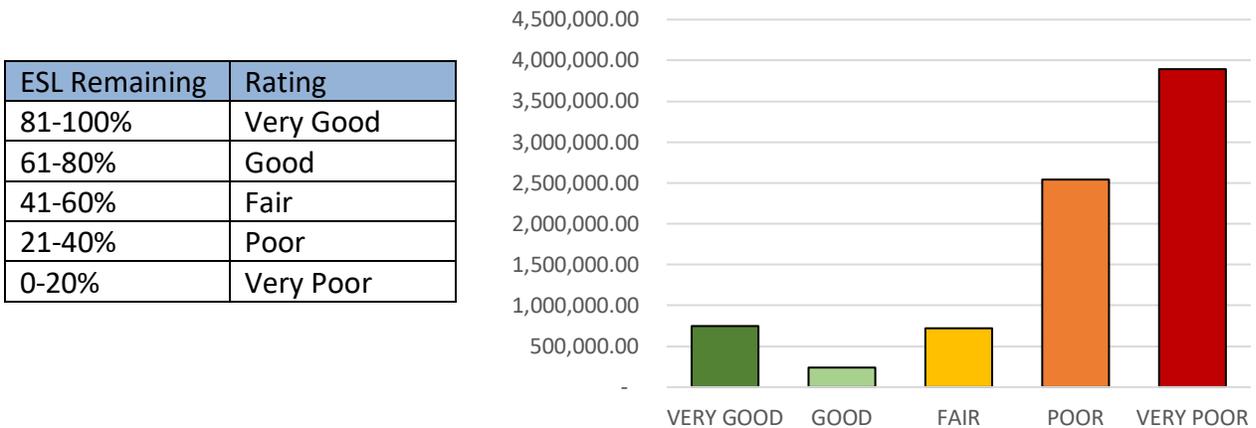


It is recommended that prior to any large capital projects on the existing halls that consideration is given to the cost-benefit of operating and maintaining three separate halls versus constructing one new hall and negotiating regained access to the closed private road.

### 3.3 Condition Assessments

Major apparatuses and equipment are visually inspected once a week and extensively inspected once a month. SLVFD owns a hose tester which greatly improves efficiencies for inspections. Equipment testing is performed to National Fire Protection Association (NFPA) Standard #1962 and recorded every year. In other ACRD systems, the condition rating is calculated along with the estimated service life remaining to determine the overall condition rating of the asset. Assigning condition assessment rankings on capital equipment is part of the Improvement Plan. For the purposes of this Plan, estimated remaining service life was the only basis for our condition assessments. Based on estimated service life alone, 48% of the SLVFD assets assessed have a very poor physical condition. Table 3.3 shows the current cost to replace assets based on the percentage of estimated useful service life remaining.

**Table 3.3 – Current Replacement Cost by Percentage of ESL Remaining**



### Training Site

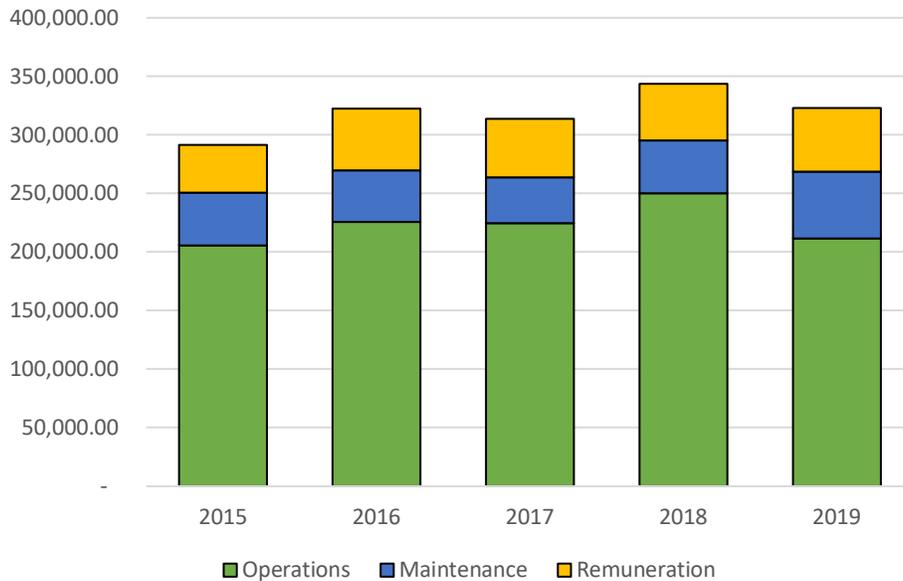




### 3.4 Current Operations and Maintenance Costs

A key function of Asset Management is to track maintenance costs separate from operations costs to identify areas that are requiring more repairs as an indication of failing infrastructure. Table 3.4 shows the trend in combined operations and maintenance costs since 2015.

**Table 3.4 – Operations and Maintenance Cost Trends**



Average operation and maintenance costs total \$318,194 per year, including remuneration. Contributions to capital reserves are not included in this graphic but are considered when prescribing contribution rates. Operations costs are associated with day-to-day expenses aimed at achieving levels of service goals while maintenance costs are associated with repairs and keeping equipment in good running order. Operation and maintenance costs associated with “Mabel”, the first apparatus owned by SLVFD, generally do not exceed \$200 annually.

### 3.5 Future Demands

Sproat Lake does not have fire hydrants distributed throughout the community and instead relies on a select number of hydrants installed near the 3 halls and tenders to transport water to where it is needed. SLVFD holds Superior Tanker Shuttle Service (STSS) Accreditation and Hydrant Status. The



*Mabel*



Department also relies on the Automatic Mutual Aid agreement that has been signed with neighbouring Fire Departments with access to tenders. Sproat Lake has many seasonal and recreational homes with a large influx of visitors in the summer months and vacant homes in the winter months. There are approximately 2,000 residents that live in the Sproat Lake district year-round with more than 4,000 total residents in the summer months. The Department also serves the Great Central Lake area with similar occupancy trends as Sproat Lake, although a much smaller population. It is possible that demand will grow but there isn't currently any discussion surrounding the expansion of SLVFD boundaries. The seasonal population fluctuations in the community also make staffing the three halls a challenge. Future demands on the Department will be reviewed and handled as demands occur in the future after decisions have been made regarding the future of the current Halls. The current strain on the Department does not allow for any increase in demands.

### 3.6 Risk Management Plan

Risk management is a key objective set out in our Asset Management Policy. With acceptable Levels of Service in mind, we have adopted a risk management framework to assess and rank criticality of the ACRD's infrastructure assets. One of the outcomes of implementing risk management is the ability to prioritize required capital expenditures based on criticality for the SLVFD.

The goal in adopting a framework is to have a consistent accurate understanding of the state of the SLVFD's infrastructure. The framework includes a standardized grading system that is easily repeatable, enables comparison of the status of infrastructure condition over time and across municipalities for comparison. A risk matrix has been prepared and will be used for risk ratings throughout the ACRD. This matrix will also be used in conjunction with regular condition assessments to properly evaluate new and existing risks.

The risk assessment process identifies credible risks, the likelihood of the risk event occurring, the consequences should the event occur, develops a risk rating, evaluates the risk and develops a risk treatment plan for non-acceptable risks. Critical risks are those assessed with 'Very High' (requiring immediate corrective action) and 'High' (requiring corrective action) risk ratings identified in the assessment process.



According to the SLVFD Fire Chief, the following are credible risks that could create a "High" risk rating at this time:

1. Structure fire at Hall or wildfire impacting Fire Department operations and response, causing further destruction
2. Lack of members to maintain minimum requirement levels at Halls
3. Loss of FUS or STSS Accreditation due to financial constrains and therefore an inability to maintain apparatus requirements
4. Major disaster or seismic event causing critical damage to halls, equipment and access bridges



The seismic upgrades performed on the halls are intended to make the structures more resistant to seismic activity, ground motion or soil failure. While this does mitigate some risks in the event of an earthquake, it will not be known unless an event occurs as to the success of the upgrades. The Alberni Valley is more likely to experience earthquakes than other regions due to the proximity to the Cascadia Subduction Zone and, therefore, all services within the ACRD are deemed to have some level of seismic risk.

## 4 ASSET MANAGEMENT IMPROVEMENT PLAN

### 4.1 Infrastructure Replacement Priority Ranking

Table 4.1 lists the components within the SLVFD in order of their required estimated replacement. This information can be used to aid in creating a Long-Term Financial Plan (LTFP) for this class of assets.

When budgeting for future projects, it is recommended that a 30% general contingency and a 30% allowance for construction, engineering, financial, legal and admin costs be added to total project costs. It is important to note the volatile prices of fire apparatuses. Many factors can change the costs of materials required for projects and while the actual costs may differ, only the most current and available costs are used.

**Table 4.1 – Infrastructure Replacement Priority Ranking**

Asset	Current Replacement Cost Estimate	Risk
Truck 47 replacement per FUS Guidelines	577,000	High
Replace water tanks for firefighting	20,300	High
<b>Replacement Cost – High Risk</b>	<b>597,300</b>	
Truck 48 cab and chassis replacement	200,000	Moderate
Hall #1 replacement	1,165,220	Moderate
Hall #2 replacement	1,165,220	Moderate
<b>Replacement Cost – Moderate Risk</b>	<b>2,530,440</b>	
Truck 43 cab and chassis replacement	200,000	Low
Truck 41 replacement per FUS guidelines	577,000	Low
Replace aging SCBA equipment	215,000	Low
<b>Replacement Cost – Low Risk</b>	<b>992,000</b>	
<b>Total</b>	<b>4,119,740</b>	

Not all assets at SLVFD have been included in this listing. Only those assets that have exceeded approximately half of their expected service lives or assets with poor condition ratings have been included.



Table 4.1 is intended as a guide for replacements based on ages and known conditions. Circumstances, grant funding availability, taxpayer funding availability, governing bodies priorities, levels of service and changes in fire service boundaries will all have influences on priority replacement. This listing will be updated during each revision of the AMP.

#### 4.2 Improvement Plan

The tasks identified in the Table 4.2 are required to achieve the SLVFD asset management objectives, manage risks, and close the gap between current and targeted levels to achieve within the AMBC Road Map. The table also identifies the integration of these tasks into the organization as recommended by the AMBC Framework.

**Table 4.2 – Improvement Plan**

Task#	Task	Responsibility	Timeline
1	Implement a Department-wide numerical condition grading system to be used for projecting replacements for non-regulated assets	Fire Chief, Asset Management Coordinator	Summer 2020
2	Encourage discussion between MOTI and the private property owner to discuss the possible reopening of the road between Pacific Rim Highway and McCoy Lake Road	ACRD, SLVFD	Summer 2020
3	Aging equipment is identified and slated for replacement or renewal	SLVFD	Summer 2020
4	Regional asset identification system for specific assets to record expenses at the asset level, when appropriate	Asset Management Coordinator	Summer 2020
5	Separate budget line items for operations and maintenance costs	ACRD Finance Department	2021
6	Investigate and review any variations between physical asset counts and values and the asset registry where value is added	SLVFD	2021
7	Update and monitor asset specific operations and maintenance costs	Fire Chief, ACRD Finance Department	Ongoing
8	Update inventory for additions, disposals and changes in useful life	Fire Chief, Asset Management Coordinator	Ongoing
9	Identification of funding for capital projects	SLVFD, Asset Management Coordinator as applicable	Ongoing
10	Annually review Risk Framework for changes	Fire Chief, Asset Management Coordinator	Annually



<b>11</b>	Financial budgets for fire apparatus purchases align with Fire Underwriters Survey minimum guidelines	Fire Chief, Finance Department	2021
<b>12</b>	Review the 3-Hall model and begin discussions about the possibility of reducing the number of Halls servicing the area	Regional Fire Services Manager, Fire Chief, Finance Department	2021

## 5 REFERENCES

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## REQUEST FOR DECISION

**To:** ACRD Board of Directors  
**From:** Brenda Sauve, Environmental Services Coordinator  
**Meeting Date:** May 27, 2020  
**Subject:** ACRD Recollect App Contract – Apple and Google Developer Account Contract

### Recommendation:

***THAT the ACRD Board of Directors authorize the Board Chair and CAO to execute a five (5) year agreement with ReCollect for the development and maintenance of the ACRD Collects recycling app.***

***THAT the ACRD Board of Directors authorize the Board Chair and CAO to execute a contract with Apple and Google for the Apple & Google Play Developer Programs which gives ReCollect permission to create and maintain the ACRD Collects app.***

### Desired Outcome:

That the Alberni-Clayoquot Regional District (ACRD) launch the ACRD Collects App in the summer of 2020 in order to provide easy-to-access and up-to-date information and instruction to the public on “what goes where”, and to encourage responsible recycling and reduce contamination from the recycling stream. This will also help reach the ACRD diversion goals and engage residents.

### Summary:

Staff have been working with ReCollect to create a customized ACRD Collects recycling app for all ACRD residents to download. There are many steps required for this application to be customized and ready for download. This includes the ACRD joining the Apple Developer Program & Google Play Developer Program in order for residents to download the ACRD Collects app on the Apple App Store and Google Play. Any resident who download the app from Google Play or the Apple App Store agree to the [Googles Terms of Service](#) or [Apple's Terms of Service](#). There will be a web app that will be embedded into our ACRD website which will have the same options so residents can utilize this tool from the ACRD website without downloading the mobile app. Residents can sign up for email notifications, however they are required to Agree to the Terms of the [Recollect Privacy Policy](#) prior to entering their email information. Here is an example of the web based platform: <https://westvancouver.ca/home-building-property/garbage-recycling>

Once the ACRD Collect app and web app are complete, ACRD staff will administer the function including sending service disruption notifications or announcing new stewardship programs. The “What Goes Where” component is also administered by staff; therefore, it can be updated anytime with new information. This will also be used once the organics program is launched. ReCollect maintains all the app and widget updates and security features. ACRD staff will not be responsible for maintaining the actual application, just the outgoing information. Staff can also view data from the ACRD Collects app and widget to view the most searched material or requests made by residents. These analytics can provide great information to highlight potential gaps in public knowledge, which can create great educational opportunities. Data collected through the app will be kept confidential and owned by the ACRD. The ACRD IT Manager

has reviewed these systems and will be the account manager once established.

**Background:**

ReCollect is a technology company that combines deep expertise in solid waste and recycling technology that works for government and business organizations. Their team is composed of leaders in public policy, recycling and solid waste communications, behavior change and technology. The use of this app will help streamline our recycling education efforts and make it easier for all residents to have access to a “one-stop shop” tool. Local governments that have used their services to develop waste app’s and online tools include: The Regional District of Nanaimo, the Capital Regional District, the Cowichan Valley Regional District, the City of Port Alberni and many more. This will help integrate our waste reduction efforts throughout the region and help the ACRD reach the projected goals within the Solid Waste Management Plan.

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

A considerable amount of staff time will be required to help coordinate and provide information for setting up the app. There will be some staff time needed to maintain and update information on the app.

**Financial:**

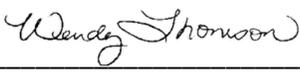
The cost for or the ReCollect Waste Wizard Platform, Calendar and Mobile app is \$7,999.00 plus taxes. This cost has been included in the approved 2020 budget for solid waste education and will be shared between the West Coast and Alberni Valley & Bamfield Solid Waste Services. Staff also submitted an Infrastructure planning grant application for this project in January 2020 to receive up to \$7,500.00 for this project, which no announcement has been made to date on.

Legislation

The Freedom of Information and Protection of Privacy Act and ACRD purchasing policy applies.

Submitted by:   
\_\_\_\_\_  
Brenda Sauve, Environmental Services Coordinator

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

Approved by:   
\_Per \_\_\_\_\_  
Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer

# ReCollect

## MASTER SERVICES AGREEMENT

### 1. Agreement

This Master Services Agreement (this “**Agreement**”) is made as of the Effective Date set forth below between RECOLLECT SYSTEMS INC., a British Columbia company having an address at Suite 528 - 3381 Cambie St., Vancouver BC V5Z 4R3, Canada (“**ReCollect**”) and the Customer set forth under Section 2 below and includes: (a) Sections 1-6 of this Master Service Agreement (the “**Cover Pages**”); (b) the Schedule entitled “**General Terms and Conditions**”; (c) each other schedule listed in Section 5 below (and all service terms and conditions set forth therein) or subsequently entered into by the parties (together with the General Terms and Conditions, the “**Schedules**”); and (d) all order forms issued and accepted hereunder (each, an “**Order Form**”). Each service (“**Service**”) provided hereunder shall be the subject of a Schedule (a “**Service Schedule**”) that shall include a description of such Service and any additional terms and conditions applicable to such Service. After the Effective Date, the parties may include additional Services by attaching new Service Schedules and Order Forms. Each such Service Schedule shall be effective on the date specified in the applicable Order Form (or if not specified, on the date the applicable Order Form is signed by both parties). The General Terms and Conditions shall apply until the last expiration date of any Service Schedule or Services offered under this Agreement.

<b>Effective Date:</b>	March 1st, 2020
<b>Termination Date:</b>	February 28th, 2025
<b>Contract Number:</b>	2020105v01
<b>Initial Subscription Amount:</b>	\$7,990
<b>Subsequent Annual Subscription Amount :</b>	\$4,995
<b>Service Population</b>	<15,000

### 2. Customer Information

<b>Customer:</b>	Alberni Clayoquot Regional District
<b>Contact Name:</b>	Jenny Brunn
<b>Contact Title:</b>	Manager of Operations
<b>Address:</b>	3008 5th Ave
<b>City, State/Province, Zip/Postal Code:</b>	Port Alberni, BC V9Y 2E3
<b>Phone:</b>	250 720-2717
<b>Email:</b>	jbrunn@acrd.bc.ca
<b>SourceWell Member Number</b>	N/A

### 3. Billing Information

<b>Contact Name:</b>	Jenny Brunn
<b>Contact Title:</b>	Manager of Operations
<b>Billing Address:</b>	3008 5th Ave
<b>City, State/Province, Zip/Postal Code:</b>	Port Alberni, BC V9Y 2E3
<b>Phone:</b>	250 720-2717
<b>Email:</b>	jbrunn@acrd.bc.ca

**4. ReCollect Information**

**Address:** ReCollect Systems Inc.  
Suite 528 - 3381 Cambie St.  
Vancouver, BC, V5Z 4R3, Canada

**Contact Name:** Luke Closs

**Phone:** 1-888-291-0604 x304

**Email:** contracts@recollect.net

**5. Schedules**

**List of included Schedules:**

- A. General Terms and Conditions
- B. Order Form
- C. Service Schedule
- D. Special Terms and Conditions
- E. App Store Addendum

**6. Authorization**

Customer acknowledges that it has read and understands this Agreement.

This Agreement is executed as of the Effective Date by authorized representatives of Customer and ReCollect:

**RECOLLECT SYSTEMS INC.**

**ALBERNI-CLAYOQUOT REGIONAL DISTRICT**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## SCHEDULE A: GENERAL TERMS AND CONDITIONS

### 1. INTERPRETATION

- 1.1. Defined terms set forth on the Cover Pages apply to these General Terms and Conditions and each of the Schedules.
- 1.2. All references to dollars or "\$" in this Agreement refer to US dollars, if the Customer's address as set forth on the Cover Pages is not within Canada, or to Canadian dollars, if the Customer's address as set forth on the Cover Pages is within Canada.
- 1.3. In these General Terms and Conditions, reference to a section or article refers to a section or article of these General Terms and Conditions unless otherwise indicated. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender and neutral forms of such words, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereto," "hereunder" and derivative or similar words refer to this entire Agreement, (iv) references to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection, (v) references to any Person include the successors and permitted assigns of such Person and (vi) references from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if."

- 1.4. In this Agreement:

**"Action"** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at Law, in equity or otherwise.

**"Affiliate"** means any entity controlling, controlled by or under common control with a party (in each case whether directly or indirectly) where "control" means the ownership of greater than 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity.

**"API"** means the application programming interface of ReCollect, which may be used to interact with the ReCollect Platform from third-party software applications.

**"App Store Addendum"** means the App Store Addendum, if any, attached to and forming part of this Agreement.

**"Business Day"** means any day of the year, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

**"Confidential Information"** means all information disclosed by a party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. ReCollect's Confidential Information includes the ReCollect Platform, and each party's Confidential Information includes its business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

**"Customer Content"** means (i) all Intellectual Property created, acquired, or licensed by the Customer or its Representatives and provided to ReCollect or distributed by the Customer or its Representatives via the ReCollect Platform; (ii) any other materials or information (including any documents, data, graphics, images, text and content) provided by or on behalf of Customer or any User to the extent prepared without any contribution by ReCollect; and (iii) any modifications, enhancements, adaptations or derivative works of any of the foregoing.

**"Customer Data"** means all proprietary and confidential data provided by the Customer for use, storage, or access by ReCollect in the course of providing the Services, and/or any data created or made available to ReCollect by Users.

**"Damages"** means any losses, liabilities, damages or out-of-pocket expenses (including reasonable legal fees and expenses).

**"Effective Date"** means the Effective Date set forth on the first page of this Agreement.

**"Intellectual Property"** means any domestic or foreign intellectual property, registered or unregistered, including patents, copyrights, designs, trade-marks, trade names, business names, corporate names, inventions, trade secrets, proprietary and non-public business information, Confidential Information, know-how, methods, processes, technology, software, data, schematics, content, specifications, graphics, photos, logos, artwork and documentation relating to any of the foregoing.

**"Fees"** has the meaning given in Section 5.1.

**"Governmental Authority"** means any federal, provincial, territorial, municipal or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

**"Law"** means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, order or other requirement or rule of law of any Governmental Authority.

**"Personal Information"** means any information about an identifiable individual collected by ReCollect in the course of providing the Services (other than the name, title and business contact information of the Customer's Representatives).

**"Population"** means the population within the municipality, region or other area served by the Customer in the course of the Customer's waste collection service.

**"ReCollect Content"** means any Intellectual Property created, acquired, or licensed by ReCollect and included in the ReCollect Platform and/or the Services, other than Customer Content.

**"ReCollect Materials"** means the ReCollect Platform, the ReCollect Content, the ReCollect Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by ReCollect in connection with the Services or otherwise comprise or relate to the Services, the ReCollect Platform or the ReCollect Systems. For the avoidance of doubt, ReCollect Materials do not include Customer Content.

**"ReCollect Systems"** means the information technology infrastructure used by or on behalf of ReCollect in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by ReCollect or through the use of third-party services.

**"ReCollect Platform"** means ReCollect mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that ReCollect provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

**"Renewal Term"** has the meaning given in Section 4.2.

**"Representative"** means, with respect to a party, any employee, contractor (excluding the other party), agent or representative of a party.

**"Service Critical Incidents"** means any defect in the ReCollect Platform that significantly impairs the Customer's ability to use the ReCollect Platform.

**"Services"** has the meaning given in Section 1 of the Cover Pages.

**"Service Address"** means a residential or business address served by the Customer in the course of the Customer's waste collection service.

**"Taxes"** has the meaning given in Section 5.4.

**"Term"** has the meaning given in Section 4.2.

**"Termination Date"** has the meaning given in Section 1 of the Cover Pages.

**"Unavoidable Event"** means, in respect of a party, any event beyond the reasonable control of such party, including acts of God, flood, labor disturbances, earthquakes, storms, fire, lightning, epidemic, war, riots, civil disturbance or disobedience, restraint by government body, or default by a third party internet, infrastructure or service provider.

"**User**" means an end user of the Services.

"**Waste Wizard**" means the functionality in the ReCollect Platform that allows a customer to search by item to determine the correct way to dispose of the item.

## **2. SERVICES**

- 2.1. ReCollect will provide the Services set forth in each Order Form to Customer and its authorized Users during the Term in accordance with the terms and conditions set forth in this Agreement and in accordance with the description of the Services in the applicable Service Schedule.
- 2.2. ReCollect hereby grants, and Customer hereby accepts, a limited and non-exclusive license to use the ReCollect Platform during the Term upon the terms and conditions specified in this Agreement.
- 2.3. Customer will reasonably cooperate with and assist ReCollect in order to coordinate the performance of ReCollect's obligations under this Agreement, including by furnishing all Customer Data and Customer Content reasonably requested by ReCollect.

## **3. APP STORE MANAGEMENT**

- 3.1. If necessary in order to perform the Services, ReCollect and Customer will comply with the terms and conditions of the App Store Addendum (if any) in relation to management of app store accounts as part of the Services.

## **4. TERM**

- 4.1. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with this Agreement, will continue for an initial term expiring on the Termination Date.
- 4.2. This Agreement shall automatically renew on the Termination Date or the last day of the then-current Renewal Term for additional one (1) year periods (each a "**Renewal Term**"), unless a party provides written notice of termination to the other party at least 30 days before the Termination Date or the end of the then-current Renewal Term, as applicable (in which case this Agreement will terminate on the Termination Date or at the end of the then-current Renewal Term, as applicable). The "**Term**" shall mean the initial term beginning on the Effective Date and ending on the Termination Date together with any Renewal Terms.

## **5. FEES AND PAYMENT TERMS**

- 5.1. **Fees.** Customer will pay to ReCollect the fees set forth in each Order Form (the "**Fees**"). Payment obligations are non-cancellable and Fees paid are non-refundable except as expressly provided herein. Quantities purchased cannot be decreased during the Term.
- 5.2. **Service Addresses / Population.** ReCollect sets its Fees based on the number of Service Addresses of the Customer and/or the Population of the Customer's service area as applicable. To the extent that Customer uses the Services for a number of Service Addresses in excess of the number of Service Addresses specified on the Cover Pages (as may be updated by subsequent Order Forms from time to time), or to serve a population greater than the Population specified on the Cover Pages (as may be updated by subsequent Order Forms from time to time), ReCollect will be entitled to increase the Fees proportionately upon written notice to the Customer.
- 5.3. **Inflation.** The Fees will increase on each one year anniversary of the Effective Date by the rate of CPI inflation as defined by the United States Bureau of Labor Statistics (if Customer's address as set forth on the Cover Pages is not within Canada) or as defined by Statistics Canada (if Customer's address as set forth on the Cover Pages is within Canada).
- 5.4. **Payment terms.** ReCollect will invoice Customer annually in advance in respect of the Fees due upon signing this Agreement for the first year of the Term. Subsequent invoices will be sent for each subsequent year of the Term. Payment will be due 30 days following receipt of ReCollect's invoice. Customer is responsible for providing ReCollect with complete and accurate billing and contact information and notifying ReCollect of any changes to such information.
- 5.5. **Taxes.** The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchase of Services. If ReCollect has the obligation to pay or collect Taxes for which Customer is responsible under this Section 5.4, ReCollect will invoice Customer for the amount of the Taxes and Customer will pay the amount to ReCollect unless it first provides ReCollect with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 5.6. **Overdue charges.** ReCollect has the right to apply an overdue fee of 1.5% per month (equivalent to 19.6% per year) to accounts which undisputed amounts are not paid by the due date.

- 5.7. **Suspension of service.** If any undisputed amounts owing by Customer are 60 or more days overdue, ReCollect may, without limiting its other rights and remedies, suspend its provision of ReCollect Services to Customer until such amounts are paid in full.
- 5.8. **Payment Disputes.** ReCollect will not exercise its rights under Sections 5.6 and 5.7 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.9. **Credit Card payments.** There is a 2.5% handling charge for accepting payment by credit card for invoices.
- 5.10. **Fees for Renewal Terms.** The applicable Fees for any Renewal Term will be mutually agreed to by the parties before the start of the Renewal Term. If the parties do not come to agreement as to the appropriate Fees, the Fees in place immediately prior to the commencement of the Renewal Term will continue to apply (subject to Sections 5.2 and 5.3) until the parties come to agreement, or, at ReCollect's option, this Agreement may be terminated upon notice to the Customer by ReCollect.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Title to the ReCollect Materials (excluding any Customer Content incorporated therein) shall at all times remain with ReCollect or its third party licensors as applicable. Customer acknowledges that the Services and the ReCollect Materials are proprietary to ReCollect and that all rights thereto are owned by ReCollect or its third party licensors as applicable. The Customer further acknowledges that the ReCollect Materials contain trade secrets of ReCollect and that the ReCollect Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the ReCollect Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the ReCollect Platform.
- 6.2. Customer represents and warrants that it either owns or has permission to use the Customer Content, and it hereby grants ReCollect a limited and non-exclusive license to use the Customer Content during the Term in connection with the Services.
- 6.3. ReCollect represents and warrants that it either owns or has permission to use the ReCollect Content, and it hereby grants the Customer a limited and non-exclusive license to use the ReCollect Content during the Term in connection with the Services.
- 6.4. ReCollect further represents and warrants that the provision of the ReCollect Services will not infringe any third party intellectual property rights enforceable in Canada or the United States, provided that if ReCollect believes or it is determined that any part of the software comprising the ReCollect Services has or may have violated a third party's Intellectual Property Rights, ReCollect may choose to either modify the ReCollect Services to be non-infringing (while substantially preserving their utility) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ReCollect may terminate this Agreement without penalty other than to refund any portion of the Fees attributable to the period following the date of such termination.
- 6.5. The Customer hereby grants ReCollect a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into the ReCollect Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or its Representatives relating to the Services and/or the ReCollect Platform.

## **7. DATA SECURITY AND PRIVACY**

- 7.1. **Data Ownership.** The Customer shall retain all right, title and interest in and to the Customer Data. ReCollect shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and the ReCollect Platform (including, without limitation, data obtained as a result of analyzing the Customer Data and data derived therefrom), and ReCollect will be free to use such information and data to provide the Services, to improve and enhance the ReCollect Platform and for other development, diagnostic and corrective purposes for its internal business use. In no event shall ReCollect otherwise reproduce, sell, disclose, publicize or exploit Customer Data without the prior written consent of the Customer.
- 7.2. **ReCollect's obligations.**
- 7.2.1. In the course of providing the ReCollect Services, ReCollect may collect, use, store, retain, transfer, disclose and/or dispose of ("**Handle**" or "**Handling**") Personal Information.
- 7.2.2. ReCollect's Handling of Personal Information is subject to its "**Terms of Use**" (<https://policy.recollect.net/terms>) and "**Privacy Policy**" (<https://policy.recollect.net/privacy>) in effect from time to time, as posted to its website.
- 7.2.3. ReCollect shall not Handle Personal Information except in compliance with applicable privacy Laws. ReCollect is solely responsible for the use of Personal Information by its Representatives, and shall ensure that all such

persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information. Without limiting the generality of the foregoing:

- (a) ReCollect shall use industry accepted practices to protect Personal Information in its custody or control against theft, loss and unauthorized use or disclosure.
- (b) Whenever ReCollect transfers Personal Information over the internet, it will employ appropriate cryptographic protocols such as Transport Layer Security (TLS) encryption.
- (c) ReCollect shall keep confidential all Personal Information and will not disclose Personal Information to third parties (which for clarity does not include its employees and agents, to the extent such persons require such Personal Information for the purpose of ReCollect's provision of the ReCollect Services), except as may be required by Law.

- 7.2.4. ReCollect will notify the Customer at the first reasonable opportunity, and in any event within 24 hours of becoming aware that any Personal Information has been stolen, lost, or accessed by unauthorized persons.
- 7.2.5. ReCollect shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the Services is otherwise unavailable.
- 7.2.6. ReCollect shall grant the Customer one month of free service should the Services experience downtime of more than 10 hours in a month, other than planned downtime for reasons of maintenance. ReCollect shall give the Customer 72 hours' notice in advance to any planned downtime, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month.
- 7.2.7. Upon the Customer's request, ReCollect will immediately suspend or disable general access or the access of any specific persons to the Services, and, upon the Customer's request, restore such access. During the Term, and except as otherwise provided in this Agreement, ReCollect shall not suspend, disable, or restore such access without the Customer's consent.
- 7.2.8. Within 10 Business Days of the termination of this Agreement, ReCollect shall provide the Customer a copy of all Personal Information and written confirmation of the deletion of all Personal Information from all servers under its control.

### 7.3. **Customer's Obligations**

- 7.3.1. The Customer shall not Handle Personal Information except in compliance with applicable privacy Laws. The Customer is solely responsible for the use of Personal Information and the ReCollect Platform by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information.
- 7.3.2. The Customer shall take all reasonable measures to ensure that the ReCollect Platform is protected against use or access by unauthorized persons.
- 7.3.3. The Customer shall notify ReCollect at the first reasonable opportunity, and in any event within 24 hours if it becomes aware that any Personal Information accessible through the ReCollect Platform is stolen, lost, or accessed by unauthorized persons.
- 7.3.4. The Customer will not use the ReCollect Platform to store or transmit (i) unauthorized, infringing, libelous, or otherwise unlawful or tortious material, (ii) material in violation of third-party privacy rights, or (iii) code, files, scripts, agents or programs intended to do harm, including, for example, computer viruses or malware. Customer acknowledges that the ReCollect Platform is a passive conduit for the transmission of Customer Content and ReCollect shall have no liability for any errors or omissions or for any material described in clauses (i) through (iii) of the previous sentence, or for any losses, Damages, claims, suits or other Actions arising out of or in connection with any Customer Content sent, accessed, posted or otherwise transmitted via the ReCollect Platform.
- 7.3.5. The Customer's access to the ReCollect Platform is subject to ReCollect's reasonable rules and restrictions in effect from time to time. ReCollect will provide the Customer notice in writing of any such rules and restrictions or changes thereto.

- 7.4. **Data Backup.** The Services do not include any backup of Customer Data and they do not replace the need for Customer to maintain regular data backups or redundant data archives. RECOLLECT HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

## 8. **CONFIDENTIALITY**

- 8.1. **Required Disclosure.** Each party may disclose this Agreement and the terms hereof if and to the extent required by law. If permitted by law, the party so required to disclose this Agreement agrees to give the other party prior notice of any such disclosure.
- 8.2. **Protection of Confidential Information.** Neither party will use or disclose any Confidential Information of the other party except as expressly permitted by this Agreement. Each party will direct its Representatives to comply with this Section 8.2 and will be responsible for any breach of this Section 8.2 by its Representatives.

**9. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 9.1. Each party represents and warrants to the other party that:
- 9.1.1. it is a corporation or Governmental Authority formed and validly existing in the jurisdiction of its formation;
  - 9.1.2. it has all required power and capacity to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
  - 9.1.3. the execution of this Agreement by its Representative whose signature is set forth on the applicable execution pages hereof has been duly authorized by all necessary action on its part; and
  - 9.1.4. when executed and delivered by each of the parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- 9.2. ReCollect represents, warrants and covenants to Customer that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.
- 9.3. Customer represents, warrants and covenants to ReCollect that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by ReCollect and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.
- 9.4. **DISCLAIMER OF CONDITIONS AND WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, SECTION 9.2 AND SECTION 9.3, ALL SERVICES AND RECOLLECT MATERIALS ARE PROVIDED "AS IS" AND RECOLLECT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND RECOLLECT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, RECOLLECT MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR RECOLLECT MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (a) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT; OR (e) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**10. INDEMNIFICATION.**

- 10.1. **ReCollect Indemnification.** ReCollect shall indemnify, defend and hold harmless Customer from and against any and all Damages incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate of Customer) to the extent that such Damages arise from any allegation in such Action that Customer's or a User's use of the Services (excluding Customer Data and Customer Content) in compliance with this Agreement infringes any third party's Intellectual Property rights. The foregoing obligation does not apply to any Action or Damages arising out of or relating to any:
- 10.1.1. access to or use of the Services or ReCollect Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by ReCollect;
  - 10.1.2. modification of the Services or ReCollect Materials other than: (i) by or on behalf of ReCollect; or (ii) with ReCollect's written approval in accordance with ReCollect's written specification; or
  - 10.1.3. failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of ReCollect.

- 10.2. **Customer Indemnification.** Customer shall indemnify, defend and hold harmless ReCollect from and against any and all Damages incurred by ReCollect in connection with any Action by a third party (other than an Affiliate of ReCollect) to the extent that such Damages arise out of or relate to any:
- 10.2.1. Customer Data, including any Processing of Customer Data by or on behalf of ReCollect in accordance with this Agreement; or
- 10.2.2. ReCollect's use of Customer Content in providing the Services in accordance with this Agreement.
- 10.3. **Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified under Section 10.1 or Section 10.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defence and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under this Section 10 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
- 10.4. **Mitigation.** If any of the Services or ReCollect Materials are, or in ReCollect's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party's Intellectual Property rights, or if Customer's or any User's use of the Services or ReCollect Materials is enjoined or threatened to be enjoined, ReCollect may, at its option and sole cost and expense:
- 10.4.1. obtain the right for Customer to continue to use the Services and ReCollect Materials materially as contemplated by this Agreement;
- 10.4.2. modify or replace the Services and ReCollect Materials, in whole or in part, to seek to make the Services and ReCollect Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and ReCollect Materials, as applicable, under this Agreement; or
- 10.4.3. by written notice to Customer, terminate this Agreement with respect to all or part of the Services and ReCollect Materials, and require Customer to immediately cease any use of the Services and ReCollect Materials or any specified part or feature thereof, provided that, if such termination occurs, Customer will be entitled to a refund of any portion of the previously paid Fees attributable to the period following the date of such termination.
- 10.5. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND RECOLLECT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND RECOLLECT MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

## 11. **LIMITATION OF LIABILITY**

- 11.1. **MUTUAL LIMITATION OF LIABILITY.** NEITHER PARTY'S LIABILITY WITH RESPECT TO THIS AGREEMENT WILL EXCEED ONE MILLION DOLLARS (\$1,000,000). THE ABOVE LIMITATION APPLIES WHETHER AN ACTION IS UNDER CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL THEORY.
- 11.2. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** IN NO EVENT SHALL RECOLLECT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION ARISING OUT OF THE OPERATION OF OR INABILITY TO OPERATE THE SERVICES OR THE RECOLLECT PLATFORM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## 12. **TERMINATION**

- 12.1. **Termination.** In addition to any other express termination right set forth elsewhere in this Agreement:
- 12.1.1. ReCollect may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 60 days after ReCollect's delivery of written notice thereof.

12.1.2. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach:

(a) is incapable of cure; or

(b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

12.2. **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) ReCollect shall immediately cease all use of any Customer Data or Customer's Confidential Information and

(i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and

(ii) erase all Customer Data and Customer's Confidential Information from the ReCollect Systems;

(c) Customer shall immediately cease all use of any Services or ReCollect Materials and

(i) promptly return to ReCollect, or at ReCollect's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any ReCollect Materials or ReCollect's Confidential Information; and

(ii) erase all ReCollect Materials and ReCollect's Confidential Information from all computer systems that Customer directly or indirectly controls;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control:

(i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable Law;

(ii) ReCollect may retain Customer Data in its then current state and solely to the extent and for so long as required by applicable Law;

(iii) Customer may retain ReCollect Materials in its then current state and solely to the extent and for so long as required by applicable Law;

(iv) ReCollect may also retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course; and

(v) all information and materials described in this Section 12.2(d) will remain subject to all confidentiality, security and other applicable requirements of this Agreement;

(e) ReCollect may disable all Customer and User access to the Services and ReCollect Materials;

(f) if Customer terminates this Agreement under Section 12.1.2, Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and ReCollect will refund to Customer all Fees paid in advance for Services that ReCollect has not performed as of the effective date of termination; and

(g) if ReCollect terminates this Agreement under Section 12.1.1 or Section 12.1.2, all Fees that would have become payable had this Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of ReCollect's invoice therefor.

12.3. **Surviving Terms.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 6, Section 7, Section 8, Section 11, Section 12 and Section 13.

### 13. **EMERGENCY NOTIFICATIONS**

13.1. Customer covenants and agrees that it has and will maintain primary safety and emergency response procedures, including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "**First Responders**"). Customer acknowledges and agrees that ReCollect is not a First Responder, and that the ReCollect Services do not serve as a substitute for Customer's own emergency response plan, which in the

event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the ReCollect Services.

14. **GENERAL**

- 14.1. **Notices.** Any notice required or permitted to be given to the parties by this Agreement or by Law may be delivered to the intended recipient at its address or e-mail address set forth on the Cover Pages. Any party may change its address for notice from time to time by notice given in accordance with the foregoing, and any subsequent notice shall be sent to such party at its changed address.
- 14.2. **Assignment.** Neither party may transfer or assign its rights and obligations under this Agreement without obtaining the other party's prior written consent except to an Affiliate of such party (in which case, the party will remain liable for such Affiliate's actions or omissions) or to a purchaser of all or substantially all of such party's assets, securities or business.
- 14.3. **Amendments and Waivers.** This Agreement may not be modified or amended except by written agreement. No provision of this Agreement may be waived except in writing by the party providing the waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 14.4. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters dealt with herein. All previous agreements, understandings, and representations, whether written or oral, between the parties have been superseded by this Agreement. For greater certainty, the Customer warrants that it has not relied on any representation made by ReCollect which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by ReCollect.
- 14.5. **Governing Law.** This Agreement is governed by and will be interpreted and construed in accordance with the Laws of the state or province of the Customer as set forth under "Customer Information" on the Cover Pages.
- 14.6. **Relationship of the parties.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the parties.
- 14.7. **Unavoidable Events.** No party will be regarded as being in default in performance of any obligations under this Agreement, or liable for any Damages, if such party is delayed or hindered in the performance of, or unable to perform, such obligations, or such Damages arise, as a consequence of an Unavoidable Event.
- 14.8. **Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement without invalidating or affecting the remaining provisions of this Agreement in that or any other jurisdiction, which remaining provisions shall continue in full force and effect.
- 14.9. **Execution.** This Agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

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End of General Terms and Conditions

**SCHEDULE B: ORDER FORM**

Date: January 30, 2020	Expiration date: February 29, 2020
Quote #: 20ACBC-01	Organization: Alberni Clayoquot RD
Name: Jenny Brunn	Address: 3008 5th Ave, Port Alberni, BC V9Y 2E3

**Annual Subscriptions**

<b>Product Name</b>	<b>SKU</b>	<b>List Price</b>
Collection Calendar	SW-Cal	\$3,250.00
Waste Wizard	SW-Wiz	\$1,950.00
Web App	SW-Opt-Web	\$0.00
Mobile App	SW-Opt-Mobile	\$1,950.00
Standard Maintenance and Support	Pkg-Sup-Std	\$0.00
<b>Discounted Subtotal</b>		\$7,150.00
<b>Bundle Discount</b>		\$2,155.00
<b>Total Annual Price</b>		\$4,995.00

**One-Time Products**

<b>Product Name</b>	<b>SKU</b>	<b>Offered Price</b>
Standard Calendar Implementation	SW-Impl-Std-Cal	\$0.00
Standard Waste Wizard Implementation	SW-Impl-Std-Wiz	\$0.00
Standard Web App Implementation	SW-Impl-Std-Web	\$0.00
Standard Mobile App Implementation	SW-Impl-Std-Mob	\$0.00
<b>Subtotal</b>		\$0.00
<b>Total Price</b>		\$2,995.00

**Totals**

<b>Initial amount due</b>	\$7,990.00
<b>Subscription amount due each subsequent year</b>	\$4,995.00

## SCHEDULE C: SERVICE SCHEDULE

### Collection Calendar SW-Cal

- Schedule look-up tool:
  - People can search for their collection schedule by entering their address.
  - Predictive search allows for various address formats.
  - Schedules can shift to account for holidays and can handle any level of complexity.
  - Schedules can show multiple and configurable collection types, such as recycling, yard waste, organics, or christmas tree collection.
  - Schedules can display other events, such as household hazardous waste days.
  - Schedules can be address-specific, allowing cities to show different collection schedules or options for residential and multi-family addresses.
  - Addresses searched that are in neighbouring municipalities can generate a custom message with hyperlink directing those users back to the responsible authority.
- Reminders and print calendars:
  - People can sign up for collection day reminders via email, Twitter, Text Message (with Text Messaging add-on), or automated phone call.
  - Schedules can be embedded into Outlook, Apple Calendar, or Google Calendar.
  - Reminders can shift to account for holidays.
  - Free printer-friendly collection calendars unique for every address.
  - Include custom branding on notifications: use your logo, background image, color palette to shape the look and feel and reinforce your brand.
- Campaigns
  - Add educational content to reminders, the web app and mobile app.
  - Let people know about upcoming events, common mistakes or other informative content that can help increase recycling, lower support calls and reduce contamination.
  - Educational campaigns can target people in certain collection routes.
- Service Alerts
  - Send out notifications about collection delays, or other important announcements.
  - Send service alerts to everyone enrolled in reminders, or filter by collection route or a geographic location drawn on a map.
- Proactive Calendar updates
  - Optionally, we can provide calendars for each upcoming year for you to approve.
  - Unapproved calendars are not visible to users until you decide they are correct.
- Admin Console
  - Activity & Reporting dashboard - get detailed stats about how people are using ReCollect.
  - Easily update the collection schedule anytime with drag & drop interface.
  - Add new streams or events.
  - Add educational content to reminders at any time - let people know about upcoming events, common mistakes, or other important information.
  - Monthly activity report emailed to staff, or check the live dashboards anytime.

## Waste Wizard SW-Wiz-Std

- Waste Wizard material search
  - People easily search for how to dispose of different materials
  - “Fuzzy” search technology, meaning that results are returned regardless of any typos or misspellings
  - Pre-existing database of thousands of items to help you get started
  - You can add, modify, and delete items and their instructions at any time
  - You can create “aliases” for materials that have more than one name (e.g. soda and pop).
- Depot Guide
  - Include locations and Items that may be dropped off at depots or other locations
  - Depots can be sorted by actual driving distance from your home (if an address was provided)
  - Depots are shown on a map with estimated driving times
  - Optionally add a tab to the Web App which lists all depots on a single map
- Admin Console - administrators can, at any time:
  - Access Activity & Reporting dashboard - get detailed stats about:
    - usage
    - most searched for items
    - items searched for that are not in the wizard (so they can be added)
  - Update the wizard, including:
    - Adding or editing items, setting their stream (trash, recycling, depot, bulk collection, etc.)
    - Set special instructions for each item.
    - Include depots, landfills and drop off locations, customize content to include map and location results, hours of opening.
    - Add “synonyms” to items so that local variations in terminology, along with common spelling mistakes and typos will give the correct result.
  - Download a Monthly activity report, or have it automatically emailed to staff.

## Product Options

### Web App SW-Opt-Web

- Embed the web app on multiple web pages and websites, including your Facebook page, hauler’s website, neighborhood/community websites, etc.
- Responsive design — web app adapts mobile web browsers giving users the best experience for their screen size.
- Need Help:
  - People can select from a list of common help topics.
  - People can learn how to solve problems by themselves, or report them as tickets.
  - Tickets can be automatically forwarded by email, or into a 3-1-1 system (with purchase of a ticketing integration).
- White labeled:
  - We can configure the web app to use your color palette and fonts, so that it matches the look and feel of your website.
  - We can create multiple themes so that the web app has different color palette on each website you embed the web app on.
- Accessibility:
  - Exceeds WCAG 2.0 Level AA, Section 508 compliance, and any other regulatory or legal accessibility compliance requirements for users with disabilities.
  - ReCollect’s Web Apps are regularly audited by a certified accessibility auditor.

## Mobile App SW-Opt-Mobile

- Free mobile apps available in the Apple App Store and the Google Play Store.
- Native iPhone and native Android apps, meaning they look sharp and are intuitive to users.
- White-Labeled custom branding on mobile apps allows you to use your logo, background image, color palette, and messaging to shape the look and feel, and reinforce your brand.
- Need Help:
  - People can select from a list of common help topics.
  - People can learn how to solve problems by themselves, or report them as tickets.
  - Tickets can be automatically forwarded by email, or into a 3-1-1 system (with purchase of a ticketing integration).
- Accessibility:
  - Exceeds WCAG 2.0 Level AA, Section 508 compliance, and any other regulatory or legal accessibility compliance requirements for users with disabilities.
  - ReCollect's Mobile Apps are regularly audited by a certified accessibility auditor.

## Implementation Packages

### Standard Calendar Implementation SW-Impl-Cal-Std

- You provide us with the following:
  - A single file containing all addresses that you service in a format such as CSV, SHP or KML
  - Geographic representation of your collection routes or zones in a standard geographic format such as SHP or KML, or include routes or zones when you provide us with your list of serviced addresses
  - Collection schedules for each of your routes or zones in any format (CSV, PDF, etc.)
- We provide:
  - An initial import of your addresses and routes/zones into ReCollect
    - This allows people to search for their address and find information that is specific to their location.
  - Regular data updates
    - As long as the format of your data doesn't change, we can perform regular updates by one of the following methods:
      - Fetching it nightly, or weekly from an SFTP server you manage
      - Fetching it nightly, or weekly from your GIS system (e.g. ArcGIS)
      - Using the ReCollect Admin Console to drag-and-drop data files directly into ReCollect.
  - A kickoff call, and meetings throughout the implementation.
  - Administrator training.
- Total implementation hours not to exceed 12 hours in aggregate among ReCollect Staff.

### Standard Waste Wizard Implementation SW-Impl-Wiz-Std

- You provide:
  - The completion of our Waste Wizard Set-up form, which asks several questions about how materials are disposed of in your area.
- We provide:
  - Creation of a waste wizard with specific instructions on how people should dispose of materials in your area.
  - Inputting all depots.
  - Pre-canned content.
  - Default imagery for waste materials.
  - A kickoff call, and meetings throughout the implementation.
  - Administrator training.

- Total implementation hours not to exceed 8 hours in aggregate among ReCollect Staff.

## Standard Web App Implementation SW-Impl-Web-Std

- We will provide you with a small Web App HTML snippet that you can place on your website.
  - Place the Web App snippet on as many pages and sites as you want.
  - The Web App has been successfully embedded into many CMS systems (e.g. CivicPlus, Civica, Drupal, Granicus, WordPress, Google Sites etc.), and we have never encountered a website that we cannot work with.
  - We also provide specialized plugins for WordPress and Google Sites.
  - Although unlikely, if any challenges arise with embedding the Web App, we will help by working with your CMS or website provider.
  - The ReCollect Promotion Guide to help you promote your new tools.
- Custom styling
  - We will match the colors and font of each website you embed the Web App on.
  - When you provide us with website URLs where the Web App has been embedded, we will perform quality assurance and testing to make sure the Web App is functioning properly and looks good.
- Total implementation hours not to exceed 5 hours in aggregate among ReCollect Staff.

## Standard Mobile App Implementation SW-Impl-Mob-Std

- You will receive:
  - A Mobile App Design Guide, which steps your team through the process of choosing the name and design for your app.
  - A Mobile App Account Setup Guide, which walks you through the steps of creating app store accounts.
  - A Promotion Guide to help you promote your new mobile app.
- We provide:
  - Support while you set up your mobile app store accounts
  - Mobile app artwork (Splash Screen, App Icon, etc.) created by our designer to meet your requirements (alternatively, you can provide us with your own artwork)
  - Up to two alterations to mobile app artwork based on your feedback.
  - We will prepare your app for release within one week (after your artwork has been finalized and we have access to your mobile app store accounts).
  - Total implementation hours not to exceed 15 hours in aggregate among ReCollect Staff.

# Support Packages

## Maintenance and Support Pkg-Sup

- Dedicated Customer Success representative.
- 24/7 uptime and performance monitoring
- Email support: Monday - Friday, 6am to 5pm Pacific
- Data maintenance
- Enrollment in the ReCollect Academy
- Service Times:
  - Answers to general questions within two business days
  - Data and other configuration changes within 2 weeks
  - Technical investigation by a ReCollect Support Specialist within 2 weeks
  - Unlimited end-user requests within two business days
  - Up to 15 hours of configuration work per year (e.g. data imports and exports, route changes, help with campaigns and alerts, etc.)

## **SCHEDULE D: SPECIAL TERMS AND CONDITIONS**

**[Note: include only for customers who have negotiated special terms and conditions in addition to, or that modify, the general terms and conditions. Examples of requested modifications are set forth below. Only include this schedule if requested, and even then, only include specifically requested modifications and not all of the below]**

These special terms and conditions supersede any inconsistent terms in the general terms and conditions.

## SCHEDULE E: APP STORE ADDENDUM

ReCollect and Customer hereby enter into this Addendum as of the Effective Date to set forth their mutual agreement relating to Customer's Apple Developer Account for Apple, Inc.'s App Store and Customer's Google Developer Account for Google Inc.'s Google Play Console service (such developer accounts are referred to as "**Developer Accounts**" and the App Store and Google Play are referred to collectively as the "**App Stores**").

1. If Customer is not already enrolled with an account in the Apple Developer Program, it will promptly enroll in the Apple Developer Program and open an account under its own name. If Customer is not already enrolled with a Developer Account for the Google Play Console, it will promptly register such a Developer Account under its own name.
2. Customer will add ReCollect to its "development team" for its Developer Account for the Apple Developer Program, and will add ReCollect as an additional user for its Developer Account for the Google Play Console, in each case with full access to all permissions, including to create, edit, and publish apps, and reply to reviews, to the extent permitted under Apple, Inc. or Google Inc. policies, as applicable. Customer will maintain ReCollect's status on its Developer Accounts for both App Stores during the term of the Agreement.
3. If and to the extent required under Apple, Inc. or Google Inc. policies, Customer will, with the assistance of ReCollect, submit one or more applications and/or revised versions of applications for publication on each of the App Stores upon ReCollect's request from time to time, but only as may be reasonably required in order for ReCollect to perform its obligations under the Agreement.
4. Customer hereby grants ReCollect the authority to access and use its Developer Accounts only as may be reasonably required in order for ReCollect to perform its obligations under the Agreement, including as to the following:
  - a. to submit applications developed by ReCollect, and/or revised versions of such applications, from time to time, for review and publication on the App Stores, under the Developer Accounts;
  - b. to download data and reports from Apple, Inc. and Google Inc. relating to applications developed by ReCollect (including as to the number of downloads each day), so that ReCollect can provide metrics and reports to Customer; and
  - c. to review and respond, in Customer's name and on its behalf, to reviews posted by users of applications developed by ReCollect, for the purpose of providing technical support or assistance to end users.
5. ReCollect will use its access to the Customer's Developer Accounts only as may be reasonably required in order for ReCollect to perform its obligations under the Agreement.
6. ReCollect will use commercially reasonable efforts to maintain the security of the account that it will use to access Customer's Developer Accounts, including by maintaining a strong password with two-factor authentication enabled, which will be tightly controlled and only available to a minimal number of ReCollect staff.
7. ReCollect will not use or disclose any confidential information accessible through Customer's Developer Accounts that is unrelated to the administration of the applications developed and maintained by ReCollect.
8. ReCollect will provide the Customer with such information and assistance as may be reasonably required in order for the Customer to comply with its obligations under this Addendum.
9. At the end of the term of the Agreement, Customer may remove ReCollect from its Developer Accounts.
10. This Addendum is subject to all of the terms and conditions of the Agreement.



## REQUEST FOR DECISION

**To:** ACRD Board of Directors

**From:** Alberni Valley Regional Airport Advisory Committee/  
Rob Williams, General Manager of Environmental Services

**Meeting Date:** May 27, 2020

**Subject:** Cascadia Air Support Letter Request

**Recommendation:**

***THAT the Alberni Valley Regional Airport Advisory Committee recommends that the ACRD Board of Directors direct staff to respond to Cascadia Air outlining current air traffic authorizations at the AVRA and that staff invite Cascadia Air to be a delegation at the next Alberni Valley Regional Airport Advisory Committee meeting on July 23rd, 2020.***

**Background:**

At the May 21<sup>st</sup>, 2020 Alberni Valley Regional Airport Advisory Committee (AVRAC) meeting, ACRD staff presented the attached request from Cascadia Air for the ACRD to write a letter supporting the concept of providing scheduled air service to the Alberni Valley Regional Airport. Cascadia Air would submit the ACRD support letter to Transport Canada with their application to add the AVRA as a scheduled point of service on AOC 7732. However, adding scheduled air service at the AVRA is not currently available as the facility is deemed a registered aerodrome by Transport Canada and not a certified aerodrome or airport. After review, the AVRAC decided to recommend that the ACRD Board of Directors direct staff to respond to Cascadia Air outlining current air traffic authorizations at the AVRA and invite Cascadia Air to be a delegation at the next advisory committee meeting on July 23, 2020.

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

Approved by: Per   
 \_\_\_\_\_  
 Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer



## REQUEST FOR DECISION

**To:** Alberni Valley Regional Airport Advisory Committee

**From:** Rob Williams, General Manager of Environmental Services

**Meeting Date:** May 21, 2020

**Subject:** Cascadia Air Support Letter Request

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### **Recommendation:**

***THAT the Alberni Valley Regional Airport Advisory Committee recommends that the ACRD Board of Directors direct staff to respond to Cascadia Air outlining current air traffic authorizations at the AVRA and that their request will be further considered as part of the AVRA long-term vision.***

### **Desired Outcome:**

Additional chartered air service be considered for the Alberni Valley Regional Airport.

### **Background:**

The ACRD Airport Manager recently received the attached information from Cascadia Air (CA). In summary, Cascadia Air is looking to launch a new Vancouver Island air taxi service between Victoria and Port Hardy with accessible stops in-between. Cascadia Air is specifically requesting a letter from the ACRD supporting the concept of Cascadia Air providing scheduled air service from the Alberni Valley Regional Airport (AVRA). Cascadia Air would submit the ACRD support letter to Transport Canada with their application to add the AVRA as a scheduled point of service on AOC 7732.

ACRD staff have no prior history with Cascadia Air. However, adding scheduled air service at the AVRA is not currently available as the facility is deemed a registered aerodrome by Transport Canada and not a certified aerodrome or airport. Registered aerodromes do not require the same standards and regulation as certified airports. The recent major capital infrastructure investment at the AVRA will allow for expanded day and night operations as well as higher performance aircraft. These upgrades could also help achieve certified airport status if the ACRD Board chose to go this direction. This will be discussed as part of the visioning exercise with the Advisory Committee. However, it should be noted that moving to a certified airport results in a much higher service level and operating cost.

Under the current status of registered aerodrome, Cascadia Air can operate a charter service out of the AVRA without special authorization. Considering the ACRD is in the very early stages of developing a long-term vision for the AVRA, staff recommend that a formal response be provided to Cascadia Air outlining the current status and permitted uses at the AVRA and that their request will be further considered with the visioning exercise.

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

A small amount of staff time will be required to draft the letter of support and possibly move forward with next steps.

### **Options Considered:**

Invite Cascadia Air to be a delegation at an upcoming ACRD Committee meeting to learn more about their business plan and their initiative to operate out of the Alberni Valley.

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

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

Alberni-Clayoquot Regional District  
3008 5<sup>th</sup> Avenue  
Port Alberni, BC  
V9Y 2E3

Dear ACRD,

Cascadia Air is a 703 Air Taxi based in Campbell River BC. We are embarking on a new revolution in the aviation industry and we are hoping that the ACRD will be a part of this amazing transformation of air travel as we know it.

As a “hybrid” Scheduled airline and Charter company, we are offering an on demand flight system never seen before in aviation. Our initial launch will cover Vancouver Island and the Sunshine Coast and will allow passengers a unique way of booking and travelling in the most cost effective way while bringing economic development and prosperity to the regions we will provide service to with our Sky Routes™.

Our Island operations from Victoria International to Port Hardy and all accessible airports in between along with other partnerships has a huge economic potential for both the local residents and tourism industry.

Cascadia Air wishes to meet with your board to present our unique business plan and show you how our company will positively affect the entire regions of Tofino, Port Alberni and beyond.

Please consider our applications and forward any questions to myself.

Thank you so much,

Jeremy Barrett  
Chief Operations Officer / Chief Pilot  
Cascadia Northern Air Inc.  
587.877.0911 cell  
800.818.6099 main



# ALBERNI-CLAYOQUOT REGIONAL DISTRICT

3008 Fifth Avenue, Port Alberni BC, CANADA V9Y 2E3 Telephone (250) 720-2700 Fax (250) 723-1327

## MEMORANDUM

**To:** ACRD Board of Directors  
**From:** Alex Dyer, MCIP, RPP, Planner  
**Meeting Date:** May 27, 2020  
**Subject:** DVD20003, Britton Coulson, 10057 Coulson Place

**Recommendation:** *THAT the Board of Directors issue development variance permit DVD20003.*

**Summary:** At the May 13, 2020 Board meeting, the Board of Directors considered development variance permit application DVD20003 for the property located at 10057 Coulson Place, legally described as STRATA LOT 2 SECTION 88 CLAYOQUOT DISTRICT STRATA PLAN EPS534 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

The Board resolved that this application proceed to the next stage of the variance process. This involved notifying all neighbouring property owners and residents within 100 meters of the property, which has been completed. No written correspondence has been received to date. If any objections or responses are received prior to the May 27, 2020 Board meeting, staff will inform the Board.

The development variance permit would reduce the required side yard setback in the RA1 zone from 4.57 m (15 ft.) to 2.55 m (8.36 ft.) for the eastern side yard setback to accommodate a proposed addition to the single family dwelling.

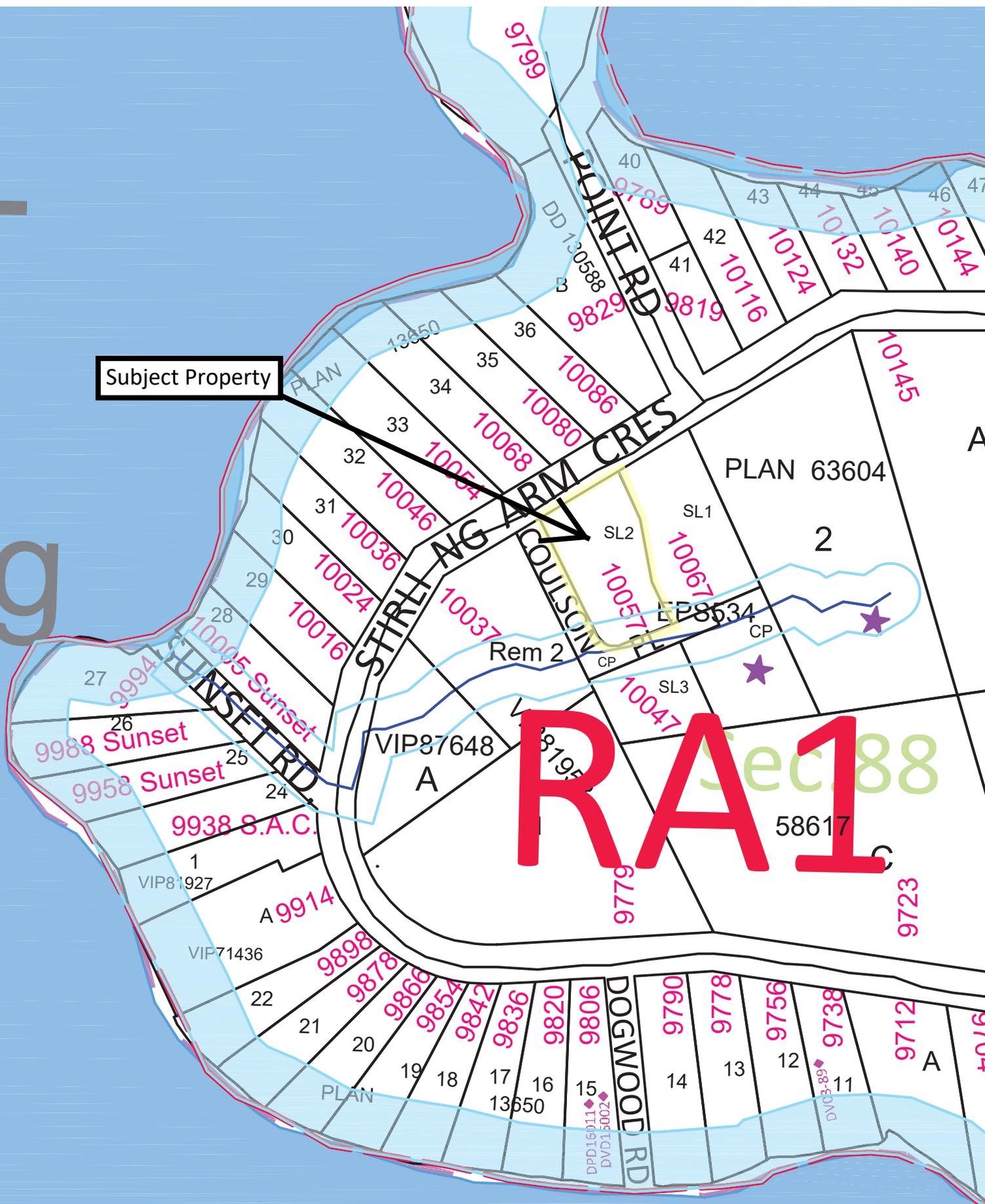
Submitted by:   
Alex Dyer, MCIP, RPP, Planner

Reviewed by:   
Mike Irg, MCIP, RPP, General Manager of Planning & Development

Approved by:   
Wendy Thomson, General Manager of Administrative Services

### DVD20003

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d





# ALBERNI-CLAYOQUOT REGIONAL DISTRICT

3008 Fifth Avenue, Port Alberni BC, CANADA V9Y 2E3

Telephone (250) 720-2700 Fax (250) 723-1327

## DEVELOPMENT VARIANCE PERMIT NO. DVD20003

Whereas, pursuant to Section 498 of the *Local Government Act*, a local government may by resolution, on application of a property owner, vary the provisions of a bylaw under Division 5 of Part 14 of the *Local Government Act*;

A Development Variance Permit is hereby issued to:

**Name:** Britton Coulson

**Address:** 10057 Coulson Place

With respect to:

**Legal Description:** STRATA LOT 2 SECTION 88 CLAYOQUOT DISTRICT STRATA PLAN EPS534 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**PID:** 028-743-792

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

- (i) Development variance of Section 200 – Schedule No. II – Bulk and Site Regulations to reduce the required side yard setback in the RA1 District from 4.57 m (15 ft) to 2.55 m (8.36 ft) on the east side of the property to accommodate a proposed addition to the existing single family dwelling, as shown on Appendix A.

In accordance with the provision of Section 498 of the *Local Government Act*, approval of this permit was given by resolution of the Board of the Regional District of Alberni-Clayoquot on \_\_\_\_\_, 2020.

This permit was issued under the seal of the Regional District of Alberni-Clayoquot on \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
Chair of the Board of Directors

### DVD20003

**BUILDING PLANS:**

JORGENSEN/OSMOND LTD.  
 202-177 WELD STREET - BOX 493  
 PARKSVILLE, B.C. V9P 2G6  
 Ph: (250) 248-7227  
 Fax: (250) 248-7007  
 Contact: Peter Jorgensen

**STRUCTURAL:**

SORENSEN TRILOGY ENGINEERING  
 5107 SOMERSET DR. UNIT C  
 NANAIMO, B.C. V9T 2K5  
 Ph: (250) 585-1360  
 Contact: Ted Sorensen

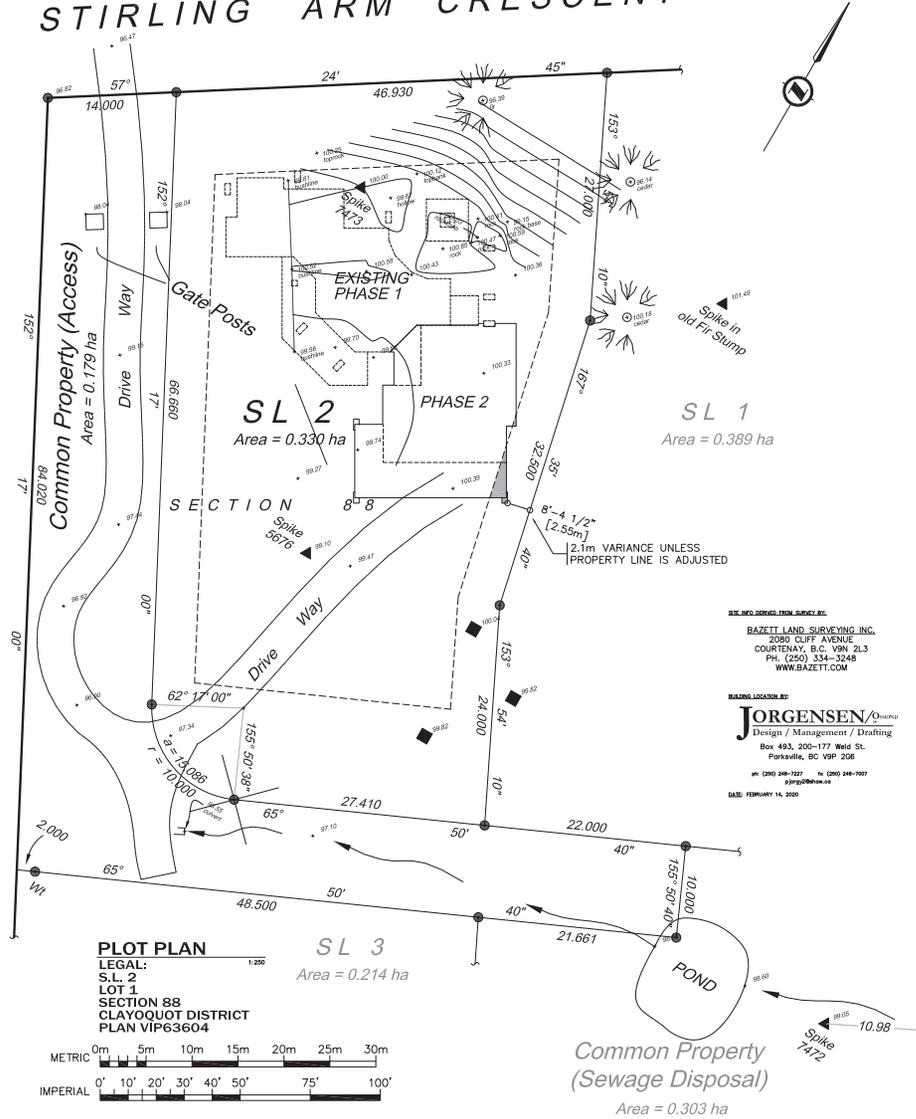
**TRUSS/JOIST:**

ATLAS TRUSS  
 2005 BOXWOOD ROAD  
 NANAIMO, B.C. V9S 5X9  
 Ph: (250) 754-1400  
 Fax: 754-1403  
 Contact: Brian Boos

**SURVEYOR:**

BAZETT LAND SURVEYING INC.  
 2080 CLIFF AVENUE  
 COURTENAY, B.C. V9N 2L3  
 Ph: (250) 334-3248  
 Contact: Dave Bazett

## STIRLING ARM CRESCENT

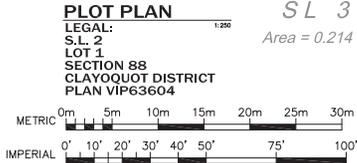


ALL INFO DERIVED FROM SURVEY BY:  
**BAZETT LAND SURVEYING INC.**  
 2080 CLIFF AVENUE  
 COURTENAY, B.C. V9N 2L3  
 PH. (250) 334-3248  
 WWW.BAZETT.COM

DESIGNED/LOCATED BY:  
**JORGENSEN/OSMOND**  
 Design / Management / Drafting  
 Box 493, 200-177 Weld St.  
 Parksville, BC V9P 2G6  
 Ph: (250) 248-7227 Fx: (250) 248-7007  
 j@jorgo.com

DATE: FEBRUARY 14, 2020

DRAWING LIST	
A1.01	COVER PAGE/SITE PLAN
A1/7	FOUNDATION PLAN
A2/7	MAIN FLOOR PLAN
A3/7	UPPER FLOOR PLAN
A4/7	BIRD'S EYE VIEW
A5/7	ELEVATIONS
A6/7	SECTION DETAILS
A7/7	SECTION DETAIL, BUILDING ASSEMBLIES & CLIMATE ZONE SCHEDULES



No.	Date	Description	By
02/14/20		ISSUED FOR REVIEW	PCJ
02/14/20		ISSUED FOR CLIENT APPROVAL	PCJ
02/27/20		ISSUED FOR TRUSS/JOIST & STRUCTURAL REVIEW	PCJ

NOT FOR CONSTRUCTION

# Coulson Residence

STRUCTURAL CONSULTANT:

DESIGNER:  
**JORGENSEN/OSMOND**  
 Design / Management / Drafting  
 Box 493, 200-177 Weld St.  
 Parksville, BC V9P 2G6  
 Ph: (250) 248-7227 Fx: (250) 248-7007  
 j@jorgo.com

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PROJECT: **Coulson Residence**

SCALE: AS NOTED	APPROVED BY:	DRAWN BY: EPU
DATE: 07/14/20	REVISIONS:	DRAWING NUMBER
Contractor:		<b>A1.01</b>
JOB NUMBER: <b>J09904</b>	SITE PLAN / COVER PAGE	



# ALBERNI-CLAYOQUOT REGIONAL DISTRICT

3008 Fifth Avenue, Port Alberni BC, CANADA V9Y 2E3 Telephone (250) 720-2700 Fax (250) 723-1327

## Development Permit Application

**MEETING DATE:** May 27, 2020

**ACRD FILE NO.:** DPD20002

**APPLICANTS:** Kelvin & Gail Sheeler (Agent: McGill & Associates Engineering Ltd.)

### LEGAL

**DESCRIPTION:** LOT A DISTRICT LOT 140 ALBERNI DISTRICT PLAN VIP83219

**LOCATION:** Pacific Rim Highway, located between Stuart Avenue and the Harold Bishop Fire Hall

**ELECTORAL AREA:** "D" Sproat Lake

**APPLICANT'S INTENTION:** The applicant intends to construct a 285.2 m<sup>2</sup> (3070 ft<sup>2</sup>) single family dwelling in the northwest portion of the property to support a caretaker for the proposed mixed storage and warehousing facility.

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### Recommendation:

*THAT the Board of Directors issue development permit DPD20002.*

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### Observations:

- i. **Status of Property:** The 1.14 ha (2.82 ac) subject property slopes from east to west and has been entirely cleared and stripped of vegetation in preparation for the proposed storage facility. It is bordered to the south west by the Pacific Rim Highway, rural residential properties across the highway, the Harold Bishop Fire Hall to the south, highway commercial to the north west, and rural residential to the east. This lot is prominent along the Highway 4 corridor, which provides access between Port Alberni and the West Coast, and creates an impression for residents and visitors as they travel through the Alberni Valley.

There are BC Hydro transmission lines that dissect the east side of the property. There is a 27 metre wide BC Hydro right-of-way that prohibits erecting any structures or planting any trees that would interfere with the infrastructure but allows the property owner to otherwise utilize the right-of-way area.

## DPD20002

## ii. Services

- a. **Sewage Disposal:** On-site sewage disposal. This Development Permit includes plans for a caretaker residence, which will require a sewage disposal system designed and installed by a Registered On-Site Wastewater Practitioner.
- b. **Water Supply:** Potable water provided by well. There are two wells located on the property.
- c. **Fire Protection:** Sproat Lake Volunteer Fire Department.
- d. **Access:** The property is accessed from the Pacific Rim Highway. The applicants have received a "Permit to Construct, Use and Maintain Access to a Controlled Access Highway" from the Ministry of Transportation and Infrastructure. The permit, issued on December 4, 2015, allows for the construction of an 18 metre wide driveway to access the property. The driveway will extend a minimum of 9 metres into the property at a ninety degree angle from the highway to provide suitable access/egress for boats and trailers. The property fronts onto a straight stretch of the highway that provides good visibility in both directions and is sign posted with a maximum speed of 60 kmh.

## iii. Existing Planning Policies Affecting the Site

- a. **Agricultural Land Reserve:** Not within the Agricultural Land Reserve.
- b. **Official Community Plan:** The Sproat Lake Official Community Plan (OCP) designates this property 'Commercial Use'. The property is within Development Permit Area (DPA) III – Objectives for Form and Character, as shown on Map 3 of the OCP.

### Development Permit Area III – Objectives for Form and Character

DPA III applies to industrial, commercial and multi-family areas along the Highway 4 or within the highway corridor area. The purpose of this DPA designation is to ensure that development, whether new or a redevelopment of existing sites or lots, forms a positive impression. The intent is to encourage enhancement of the built environment by high-quality design and screening in development and to minimize any potential impacts on the transportation network.

This development permit includes phase 1, the caretaker dwelling, and phase 2 mini storage, RV storage, open storage, and landscape plan. The proposed caretaker dwelling complies with the DPA III – Objectives for Form and Character guidelines. The building design, including articulation and fenestration, meets the requirements of the Sproat Lake OCP and fits the context of the site and adjacent properties.

The applicant has provided a site plan for the portion of the lot dedicated to storage. OCP Section 20.6 i.-xii. provides guidelines for the development of commercial spaces.

- **Storage buildings:** Mini storage and RV storage structures proposed include long, monolithic structures with sheet metal siding. Monolithic structures should be avoided. Considerable efforts should be made to articulate the buildings and create visual interest. Stepped or staggered rooflines with west

## DPD20002

coast building design and natural materials for exterior cladding, such as wood, shingles, shakes, stone, board and batten are encouraged. Place-specific, natural-inspired colours are encouraged.

- **Landscaping:** Nearly all vegetation on the lot has been removed. The proposed 3-metre deep landscaped area includes hedges and grass. DPA III encourages the retention of trees and requires a minimum 3-metre-deep landscaped strip. Landscaping should include a majority of drought-resistant native species and provide a buffer that also acts to soften the proposed screening. A variety of plantings that give the buffered area depth and height are encouraged.
- **Screening:** A corrugated metal fence with brown top and bottom trim has been proposed, along with a security fence. ACRD Zoning Bylaw Section 135B.2 states that a lot used for storage fronting a public street “shall be screened to a minimum height of 2 meters (6.56 feet) and no items stored within 15.24 meters (50 feet) of the screen shall extend above such screening.”
- **Access:** A “Permit to Construct, Use and Maintain Access to a Controlled Access Highway” from the Ministry of Transportation and Infrastructure was issued in 2015.
- **Signage:** The applicants have submitted a preliminary free-standing sign design. A proposed freestanding sign will be constructed on the south west property line. The final sign design, including sign content, must be submitted to the ACRD Planning Department for review prior to installation.

**c. Zoning:** The property is zoned Mixed Storage (SW-2A) District.

The property owners applied to rezone the property in 2015. The zoning atlas amendment bylaw P1338 was adopted in April 2016. Text amendment bylaw P1337, creating the SW-2A zone, was also adopted at the same time.

The Mixed Storage (SW-2A) District allows the following permitted uses:

- i. Warehousing and closed storage.
- ii. Open storage for boats, trucks, trailers, campers and similar items, but excluding works yards and the storage of industrial products and industrial materials such as those permitted under the Industrial Open Storage (M-4) District.
- iii. One dwelling for a caretaker or watchman.
- iv. Accessory buildings and uses including an office facility ancillary to the main use of the parking and loading facilities.

**This development permit application complies with the SW-2A District zoning.**

**DPD20002**

**Comments:**

The subject property is located in a prominent location on Highway 4. Businesses along this road provide a gateway into the City of Port Alberni and the West Coast. As such, it is recommended that the aesthetics of the storage facility properly reflect the importance of this site in the design of the buildings and the landscape plan.

In 2015, the applicants applied to rezone this site from Small Holdings (A1) District to Mixed Storage (SW-2A) District to facilitate a business of mixed warehousing/closed storage and open storage for RVs and boats. At that time, the OCP was also amended from a mix of "Commercial Use" and "Rural Use" to "Commercial Use". This rezoning and OCP amendment was supported by the community at that time in 2015.

The area is a node of commercial activity. Planning staff are supportive of this development permit.

Submitted by:




---

 for: Sarah Holden  
 Junior Planner

Reviewed by:




---

 Mike Irg, MCIP, RPP  
 General Manager of Planning & Development

Approved by:




---

 Wendy Thomson,  
 General Manager of Administrative Services
**DPD20002**













PLAN OF SUBDIVISION OF LOT 2, D.L. 140, ALBERNI DISTRICT, PLAN VIP-71532.

PLAN NO.-VIP-83219

SCALE: - 1 : 1,500.

B.C.G.S. 92F.026



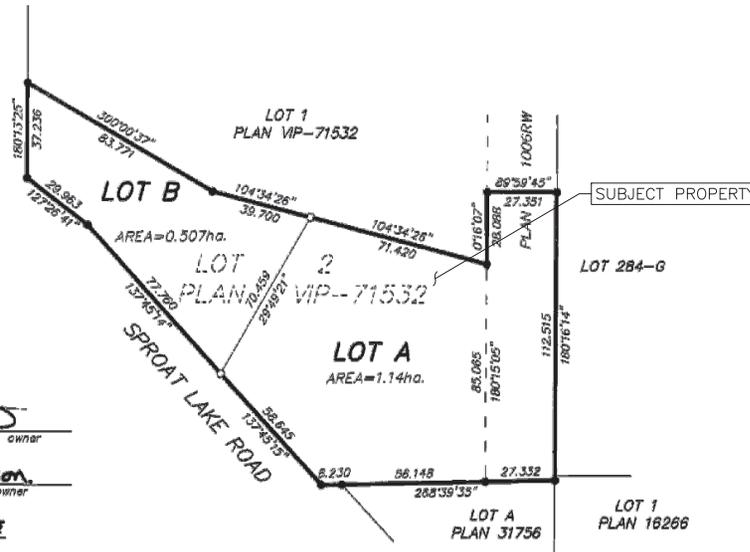
LEGEND: -

- denotes Standard Iron Post placed.
- denotes Standard Iron Post found.

All distances hereon are in metres.  
Azimuths are astronomic and are derived from Plan VP-71532.



STUART AVENUE



Deposited in the Land Title Office at Victoria, B.C. this 5 day of June, 2007  
C. Johnston per G.C. Registrar

FB56545

*Donald Curtis Anderson*  
DONALD CURTIS ANDERSON - owner

*Lesley Susan Anderson*  
LESLEY SUSAN ANDERSON - owner

*Alan Pollock*  
Witness

BC LAND SURVEYOR  
Witness' Occupation  
4710 ROGER ST., PORT ALBERNI, B.C.  
Witness' Address

Approved under the Land Title Act, this 31 day of MAY, 2007.

Approving Officer,  
Ministry of Transportation

This plan lies within the Regional District of Alberni-Clayoquot.

ACRES & POLLOCK,  
B.C. LAND SURVEYORS,  
PORT ALBERNI, B.C.  
PHONE: - 250 723 5412  
FILE: - 14,782.

I, David Michael Pollock, a British Columbia Land Surveyor, of Port Alberni, in British Columbia certify that I was present at and personally superintended the survey represented by this plan, and that the survey and plan are correct.  
The field survey was completed on the 12th day of OCT., 2006. The plan was completed and checked and the checklist filed under # 58539 on the 12th day of OCTOBER, 2006.

*Alan Pollock*  
B.C.L.S.

DWG: 3912-SK1



McGILL & ASSOCIATES  
ENGINEERING LTD.

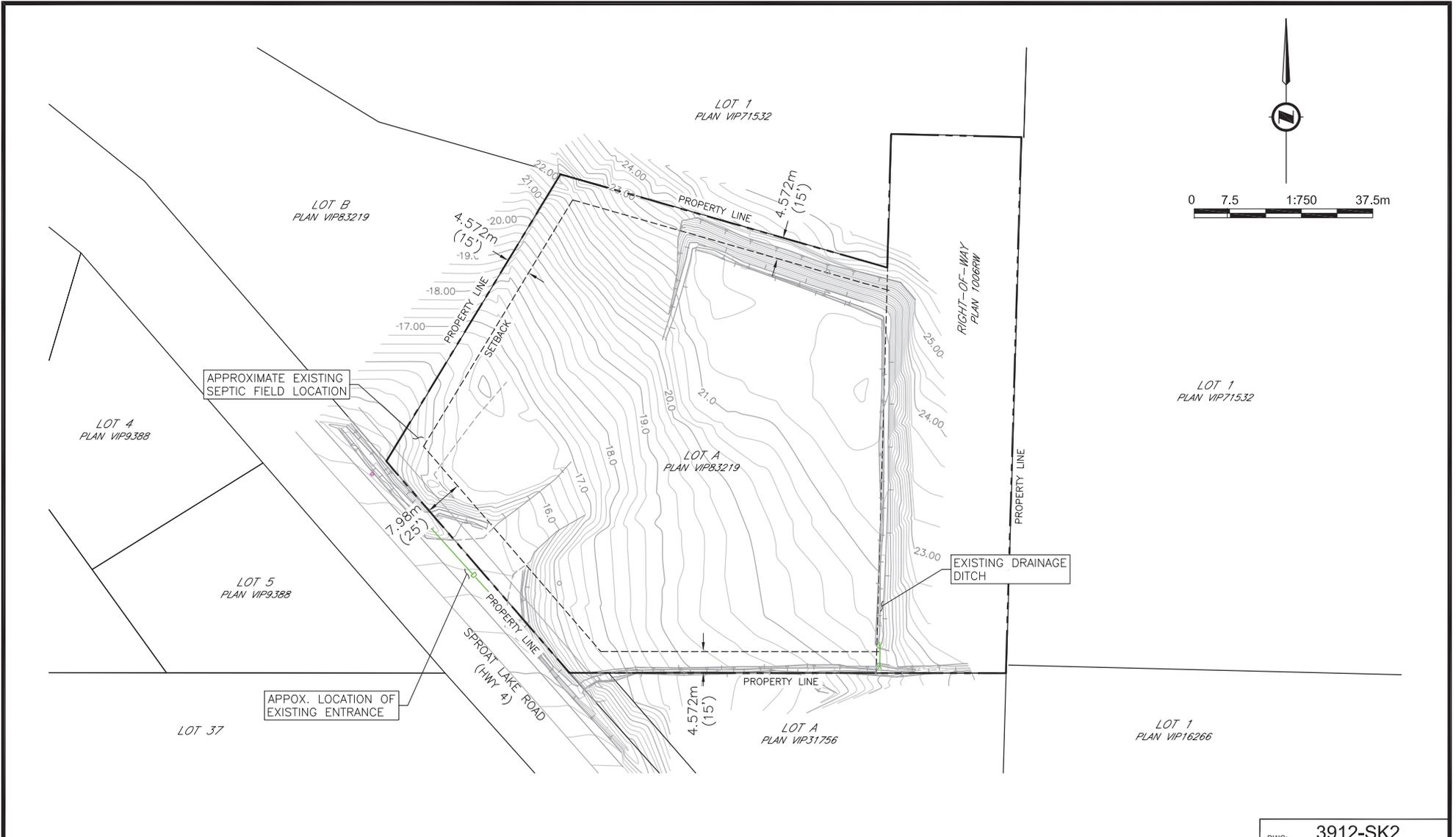
4610 ELIZABETH STREET  
PORT ALBERNI, B.C., V9Y 6L7  
telephone: (250) 724-3400 fax: (250) 724-4400  
email: office@mcgilleng.com

SEAL:

KELVIN SHEELER  
Lot A, PLAN VIP 83219, DL 140  
EXISTING LEGAL PLAN

DESIGN:	BAW
DRAWN:	CJM
CHECKED:	BAW
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A	ISSUED FOR CLIENT REVIEW 2019/11/19 CJM DATE: NOV. 2019
REV:	DESC: DATE: BY: SCALE: 1:750

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DWG: 3912-SK2



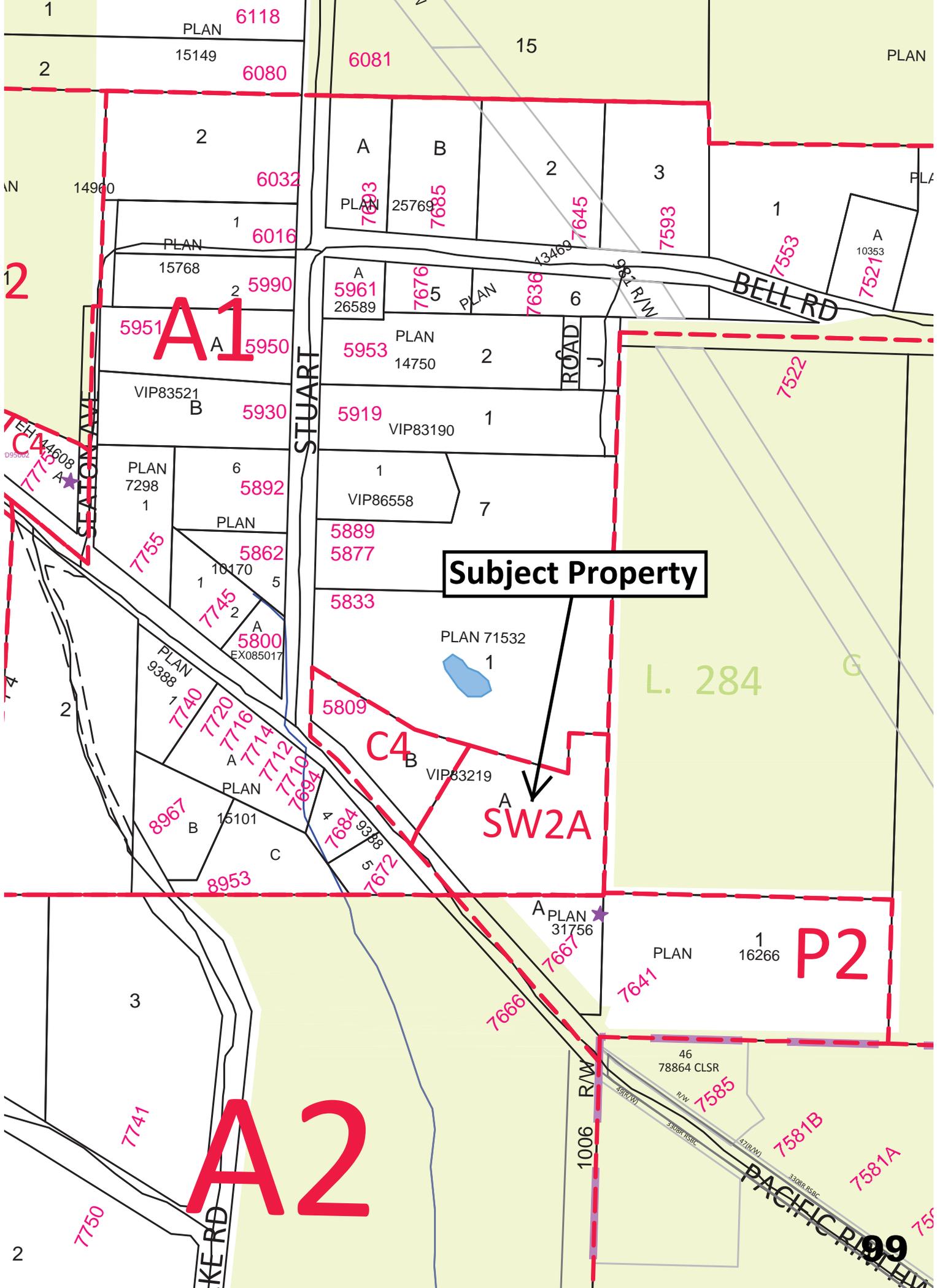
**McGILL & ASSOCIATES  
ENGINEERING LTD.**

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PORT ALBERNI, B.C., V9Y 6L7  
telephone: (250) 724-3400 fax: (250) 724-4400  
email: office@mcgilleng.com

SEAL:

**KELVIN SHEELER**  
**Lot A, PLAN VIP 83219, DL 140**  
**EXISTING SITE PLAN**

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DRAWN:	CJM
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BY:	CJM
DESC:	ISSUED FOR PERMIT
DATE:	2019/11/19
BY:	CJM
DESC:	ISSUED FOR CLIENT REVIEW





# ALBERNI-CLAYOQUOT REGIONAL DISTRICT

3008 Fifth Avenue, Port Alberni BC, CANADA V9Y 2E3

Telephone (250) 720-2700 Fax (250) 723-1327

## DEVELOPMENT PERMIT NO. DPD20002

In accordance with Section 490 of the *Local Government Act* the Alberni-Clayoquot Regional District has authorized this Development Permit in respect of the land described hereunder.

A Development Permit is hereby issued to:

**Name:** Kelvin and Gail Sheeler

**Address:** Lot A, Pacific Rim Highway

With respect to:

**Legal Description:** LOT A DISTRICT LOT 140 ALBERNI DISTRICT PLAN VIP83219

**PID:** 027-090-744

1. This Permit is issued for lands designated under Section 488 of the *Local Government Act* and in the Sproat Lake Official Community Plan Bylaw No. P1310 in order to regulate the form and character of commercial, industrial or multi-family residential development;
2. This Permit is issued as satisfying the requirements of Section 20.6, DPA III – Objectives for Form and Character;
3. Appendix 'A', attached to and forming part, of this permit consists of a site plan, building layouts, building elevations and signage which outline the work hereby authorized.
4. Site and Building specifics:
  - a. **Buildings**
    - Mini storage buildings, RV storage buildings and caretaker residence as shown on attached Appendix 'A'.
  - b. **Cladding**
    - Metal roofing (coffee) and metal ribbed siding (dark red) to be provided for mini storage and RV storage buildings.
  - c. **Parking**
    - Parking design and layout to be in accordance with Schedule No. III – Off Street Parking Regulations in the ACRD Zoning Bylaw. Seven (7) parking spaces provided in addition to parking, loading and off-loading areas

## DPD20002

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

adjacent to the storage facilities.

- d. **Landscaping and screening**
    - 3m wide hedge and grass landscaping buffer to be provided along the highway frontage and north, south and west lot lines. BC Hydro right-of-way along east lot line left as natural vegetation.
    - Security fence installed around perimeter of property.
  - e. **Signage**
    - Signage to be provided in accordance with ACRD Sign Bylaw No. R1022. Timber framed freestanding sign with landscaping at base of sign. Freestanding sign structure near south west property line to have metal roof (coffee coloured), 8x8 wood posts (stained brown) and corrugated metal sign with black lettering attached.
  - f. **Access/Egress**
    - Access to and egress from the property provided in accordance with Ministry of Transportation and Infrastructure Permit 2015-06147 - Permit to Construct, Use and Maintain Access to a Controlled Access Highway.
5. It is the owner's responsibility to ensure that a building permit is applied for and in place prior to commencing construction.
  6. All drawings may be adjusted by twenty percent (20%) upwards or downwards, inwards or outwards from any dimensions or lines contained in the Development Permit drawings provided that such adjustment does not conflict with the Zoning Bylaw, and any other competent bylaw, administered by the Regional District.

This permit is valid for two (2) years from the date of execution.

Executed this     day of     , 2020.

---

Douglas Holmes, BBA, CPA, CA  
Chief Administrative Officer

**DPD20002**

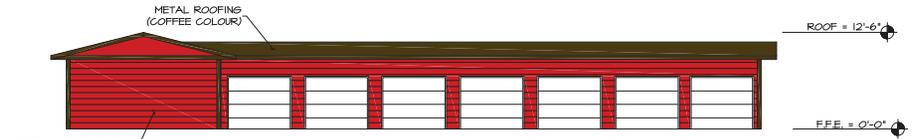




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**EAST ELEVATION**  
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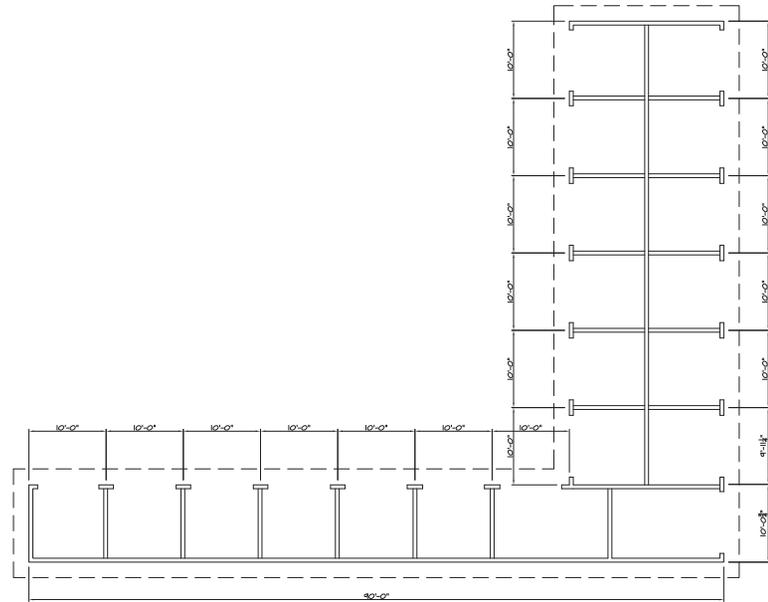
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**WEST ELEVATION**  
SCALE: 1/16" = 1'-0"



**SOUTH ELEVATION**  
SCALE: 1/16" = 1'-0"



**FLOOR PLAN** (2100 SqFt)  
SCALE: 1/16" = 1'-0"

DWG: 3912-SK5



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ENGINEERING LTD.**

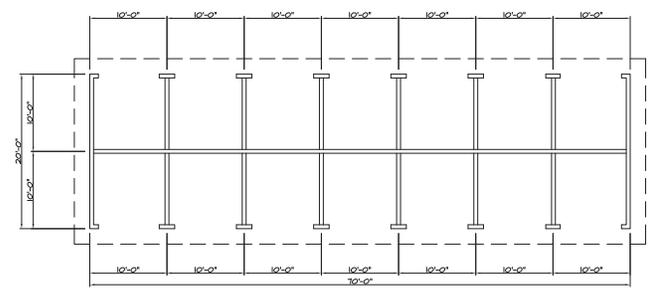
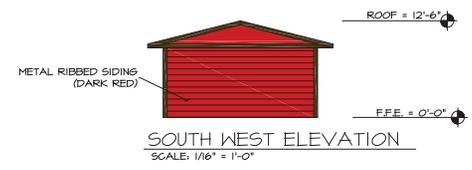
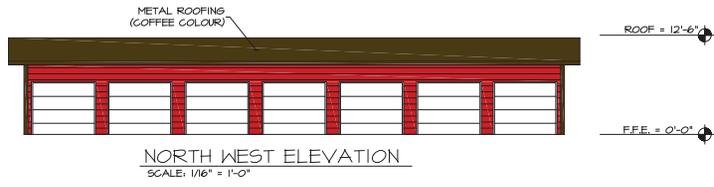
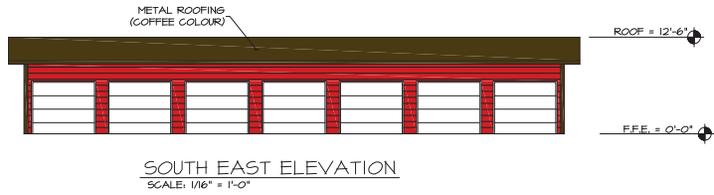
4610 ELIZABETH STREET  
PORT ALBERNI, B.C., V9Y 6L7  
telephone: (250) 724-3400 fax: (250) 724-4400  
email: office@mcgilleng.com

SEAL:

**KELVIN SHEELER**  
Lot A, PLAN VIP 83219, DL 140  
**PROPOSED MINI STORAGE 'A'**

				DESIGN: BAW
				DRAWN: CJM
				CHECKED: BAW
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A	ISSUED FOR CLIENT REVIEW	2019/11/19	CJM	DATE: NOV, 2019
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**FLOOR PLAN** (1400 SqFt)  
SCALE: 1/16" = 1'-0"

DWG: 3912-SK6



**McGILL & ASSOCIATES  
ENGINEERING LTD.**  
4610 ELIZABETH STREET  
PORT ALBERNI, B.C., V9Y 6L7  
telephone: (250) 724-3400 fax: (250) 724-4400  
email: office@mcgilleng.com

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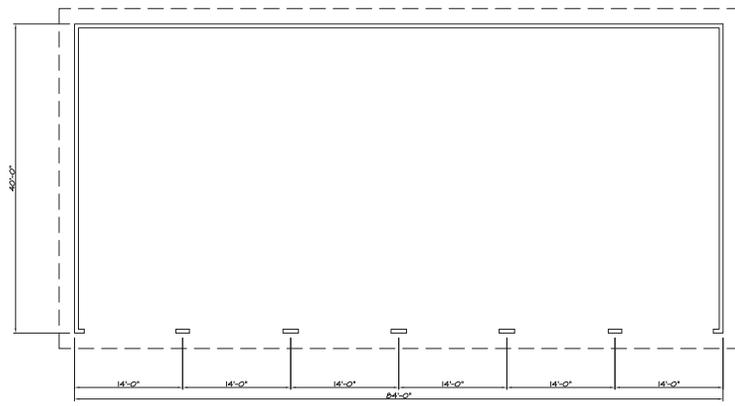
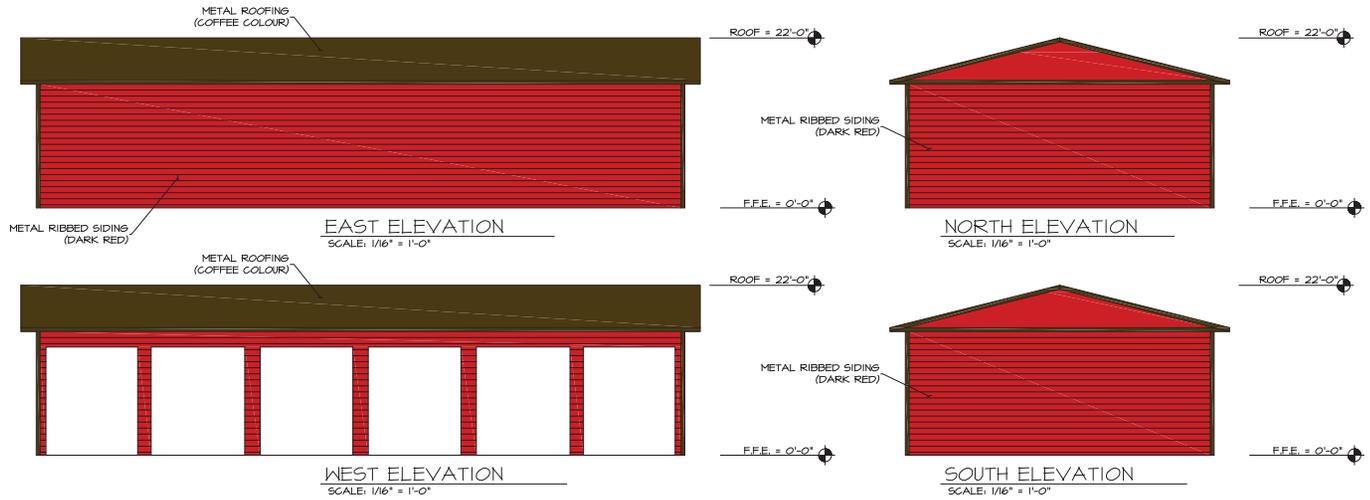
**KELVIN SHEELER**  
Lot A, PLAN VIP 83219, DL 140  
**PROPOSED MINI STORAGE 'B'**

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A	ISSUED FOR CLIENT REVIEW	2019/11/19	CJM

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**FLOOR PLAN** (3360 SqFt)  
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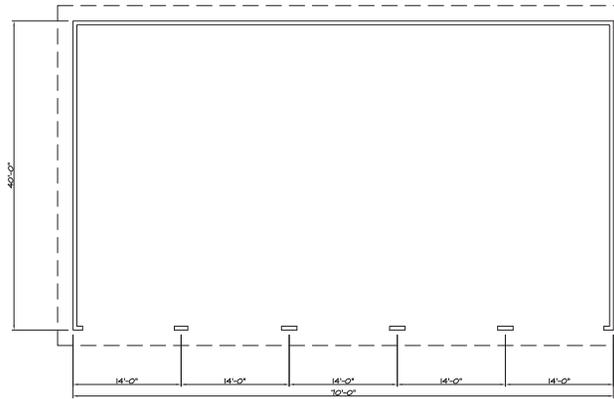
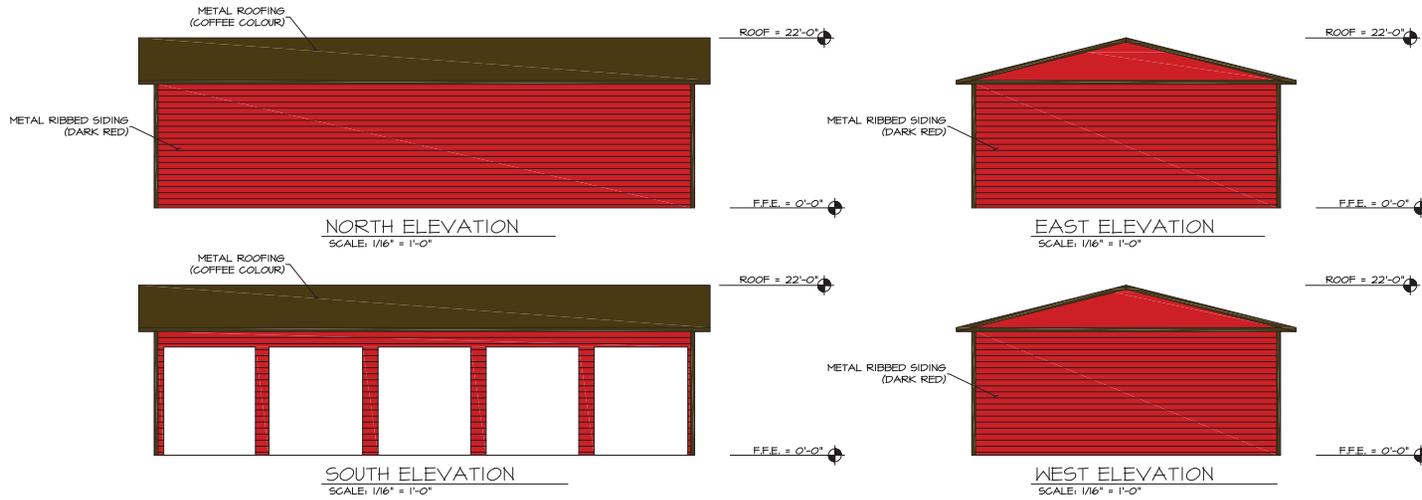
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ENGINEERING LTD.**  
4610 ELIZABETH STREET  
PORT ALBERNI, B.C., V9Y 6L7  
telephone: (250) 724-3400 fax: (250) 724-4400  
email: office@mcgilleng.com

SEAL:

**KELVIN SHEELER**  
Lot A, PLAN VIP 83219, DL 140  
**PROPOSED R/V STORAGE 'C'**

			DESIGN: BAW
			DRAWN: CJM
			CHECKED: BAW
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**McGILL & ASSOCIATES  
ENGINEERING LTD.**

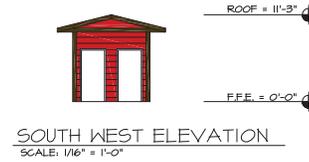
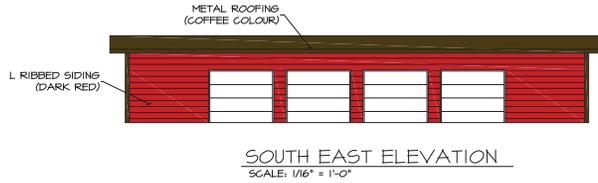
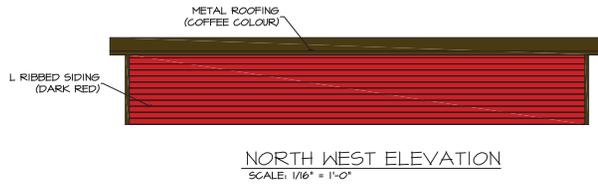
4610 ELIZABETH STREET  
PORT ALBERNI, B.C., V9Y 6L7  
telephone: (250) 724-3400 fax: (250) 724-4400  
email: office@mcgilleng.com

SEAL:

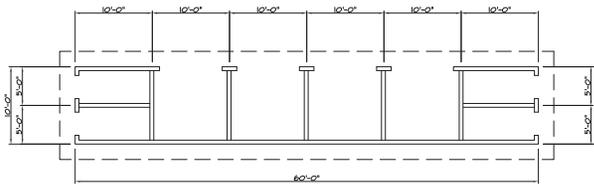
**KELVIN SHEELER**  
Lot A, PLAN VIP 83219, DL 140  
PROPOSED R/V STORAGE 'D'

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A	ISSUED FOR CLIENT REVIEW	2019/11/19	CJM	DATE:	NOV, 2019
REV:	DESC:	DATE:	BY:	SCALE:	1:750

S:\3912\_SHEELER Hwy Storage\_Bldg\Drawings\Development Permits\3912 - DP.dwg 6 June 2018 2:39 PM



METAL ROOFING (COFFEE COLOUR)



FLOOR PLAN (600 SqFt)  
SCALE: 1/16" = 1'-0"

FLOOR PLAN (600 SqFt)  
SCALE: 1/16" = 1'-0"

DWG: 3912-SK9



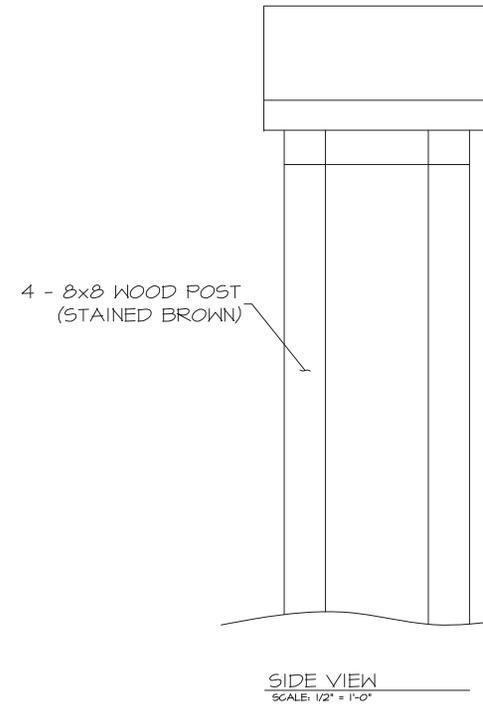
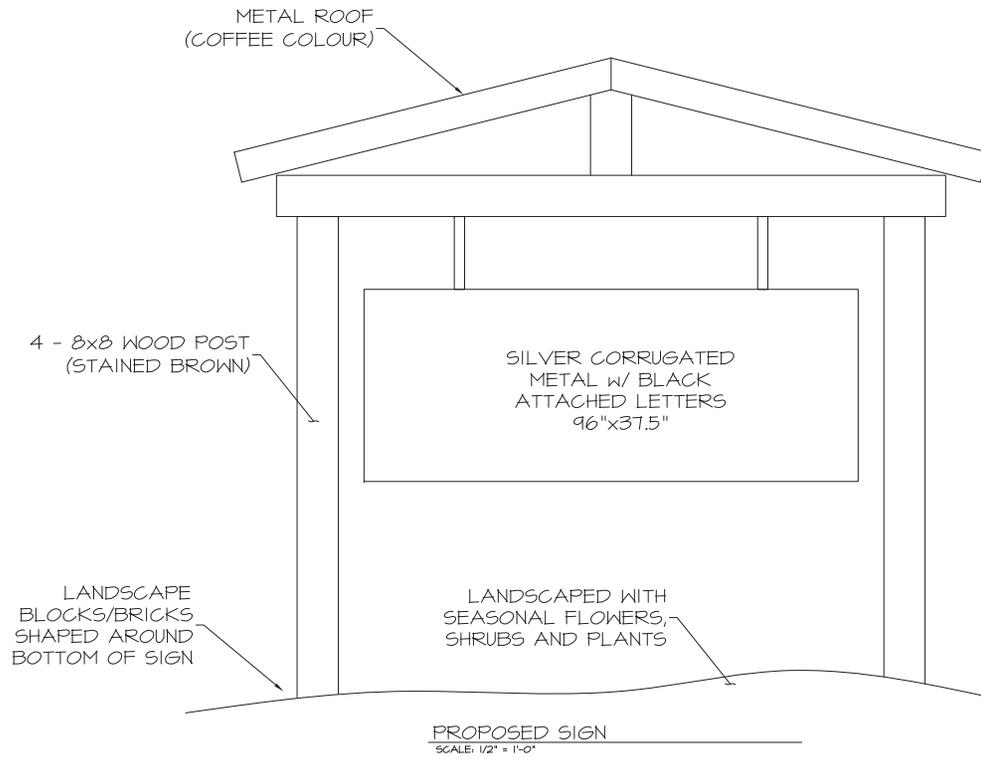
**McGILL & ASSOCIATES  
ENGINEERING LTD.**  
4610 ELIZABETH STREET  
PORT ALBERNI, B.C., V9Y 6L7  
telephone: (250) 724-3400 fax: (250) 724-4400  
email: office@mcgilleng.com

SEAL:

**KELVIN SHEELER**  
Lot A, PLAN VIP 83219, DL 140  
**PROPOSED R/V STORAGE 'E'**

DESIGN:	BAW
DRAWN:	CJM
CHECKED:	BAW
PROJECT:	3912
DATE:	NOV, 2019
SCALE:	1:750
REV:	DESC:
DATE:	BY:
B	ISSUED FOR PERMIT 2020/02/20 CJM
A	ISSUED FOR CLIENT REVIEW 2019/11/19 CJM

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FENCE SAMPLE  
SCALE: N.T.S.



SIGN SAMPLE  
SCALE: N.T.S.



**McGILL & ASSOCIATES  
ENGINEERING LTD.**

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email: office@mcgilleng.com

SEAL:

**KELVIN SHEELER**  
Lot A, PLAN VIP 83219, DL 140  
**PROPOSED SIGN**

				DWG:	3912-SK10
				DESIGN:	BAW
				DRAWN:	CJM
				CHECKED:	BAW
B	ISSUED FOR PERMIT	2020/02/20	CJM	PROJECT:	3912
A	ISSUED FOR CLIENT REVIEW	2019/11/19	CJM	DATE:	NOV, 2019
REV:	DESC:	DATE:	BY:	SCALE:	1:750



# ALBERNI-CLAYQUOT REGIONAL DISTRICT

3008 Fifth Avenue, Port Alberni, B.C. CANADA V9Y 2E3 Telephone (250) 720-2700 FAX: (250) 723-1327

## REQUEST FOR DECISION

**To:** ACRD Board of Directors

**From:** Alex Dyer, MCIP, RPP, Planner

**Meeting Date:** May 27, 2020

**Subject:** West Coast Agricultural Initiatives Update and 2020 Clayoquot Biosphere Trust Project

---

### **Recommendation:**

*THAT the Board of Directors authorize the CAO to execute a grant agreement with the Clayoquot Biosphere Trust to engage in the Actioning Community Priorities around Food and Agriculture Project.*

### **Summary:**

The Coastal Addendum to the Alberni Valley Agricultural Plan was adopted in 2018 to extend agricultural support and food security initiatives to the coastal communities within the region. The ACRD has dedicated implementation funding within the Sustainability Planning budget under Regional Planning to leverage opportunities to implement actions identified in the Plan.

The Coastal Agricultural Roundtable was convened as a multi-stakeholder steering group to guide implementation initiatives. The draft Terms of Reference were agreed upon by the Roundtable at their meeting held on March 6, 2020. Due to the response to the COVID-19 situation, staff have not had the opportunity to finalize the Terms of Reference and bring them forward for consideration by the ACRD Board; a report will be prepared for May 27, 2020 Board meeting.

This report is intended as an update on the activities of the implementation program and a summary of next steps. Attached as Appendix 'A' is a summary of the activities undertaken to date.

### **Next Steps:**

In 2020, the ACRD is supporting Grow Local initiatives on the west coast by supporting the activities of the Tofino Community Food Initiative. These activities include supporting community gardens in a number of coastal communities, sharing education materials and

leading digital engagement on garden starter packs and weekly gardening videos on backyard food production.

The ACRD was also successful in applying for an \$18,423 grant from the Clayoquot Biosphere Trust to extend the implementation program on the west coast through the “Actioning Community Priorities around Food and Agriculture” project. The grant-supported project will work on two strategic priorities identified by the Coastal Agricultural Roundtable:

1. Recommending food system policies that enhance food security aspects of emergency preparedness, including traditional skills and conservation. This project is supported in partnership with the Kwantlen Polytechnic University's Institute for Sustainable Food Systems who will guide education programs within the region.
2. Supporting the development of community food production projects by bringing together groups that have ideas and interest in developing local agri-food projects and providing education, mentorship, and grant application development to coordinate and leverage opportunities within the region. This project is supported by ACRD Agricultural Support Workers and Hannah Roessler, a Professional Agrologist that supported the development of the Coastal Addendum to the Agricultural Plan.

In the development of this project, there were workshops planned for summer 2020 within the coastal communities to discuss emergency planning and community food projects. Recognizing the COVID-19 situation, all project activities will be in strict compliance with non-essential travel and physical distancing directives issued by the Provincial Health Officer and alternative arrangements will be considered.

The ACRD contribution to the project is \$6,890 primarily for facilitation provided by the Agricultural Support Workers. The anticipated timeline for project completion is March 2021.

Attached as Appendix ‘B’ are a letter of support from the Clayoquot Biosphere Trust for the ACRD’s continued work on west coast food initiatives and letters of support from Kwantlen Polytechnic University, WildSafe BC and the District of Ucluelet who will each be providing in-kind support for the project.

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

Minimal staff time required to engage in the project. The project will be facilitated by the Agricultural Support Workers contracted by the ACRD with support from stakeholders on the Coastal Agricultural Roundtable.

#### **Financial:**

The ACRD has dedicated \$15,000 within the Sustainability Planning budget line under Regional Planning specifically for implementation of the Coastal Addendum to the Agricultural Plan. This project would be supported within this budget.

**Policy or Legislation:**

The Coastal Addendum to the Agricultural Plan was adopted by the Board in December 2018. The Plan provides goals, objectives and strategies to support agricultural initiatives and food security initiatives within the coastal communities in the ACRD.

Submitted by:   
Alex Dyer, MCIP, RPP, Planner

Reviewed by:   
Mike Irg, MCIP, RPP, General Manager of Planning and Development

Approved by:   
Wendy Thomson, General Manager of Administrative Services

## Summary of Implementation Efforts: January 2019 to March 2020: Coastal Addendum to the Alberni Agriculture Plan (2018)

*The Coastal Addendum to the Alberni Agriculture Plan (Addendum) was published in December 2018, after an 8 month research process that included significant public and coastal stakeholder engagement. Funding support for the project was provided by the Investment Agriculture Foundation of BC.*



### Addendum's Implementation Activities, 2019-present:

January 2019 - Addendum's implementation plan and action recommendations presented to ACRD's West Coast Directors.

February 4, 2019 - West Coast Committee moves that they recommend to the Board of Directors that an additional \$15,000 be allocated to Regional Planning under agricultural initiatives

February 23/24, 2019 - Addendum presented to public at the West Coast Farm and Garden Show in Tofino. ACRD supports a 'cooperative farmers' market table' at the event and \$2000 worth of Alberni Valley product is sold to coastal businesses and residents.

July 17, 2019 - West Coast directors receive a staff report updating on implementation activities and next steps, including continued stakeholder engagement, identifying opportunities for direct funding, and planning an initial meeting of the Coastal Agricultural Roundtable (CAR)

August 23, 2019 - Direct funding opportunity published, inviting stakeholders to submit proposals for distribution of \$5,000 towards projects that support Addendum Implementation

September 17, 2019 - Coastal stakeholder meetings include a tour of Ahousaht community food assets (school garden, compost works, hotel and restaurant, cranberry bog, and community garden), and meeting with Manager of Administration Anne Atleo and Garden Coordinator Harvey Robinson

October 8, 2019 - Presentations to District of Ucluelet and District of Tofino Councils, introducing implementation project and inviting participation in the developing Coastal Agricultural Roundtable (CAR). Meetings with other coastal stakeholders.

October, 2019 - Funding application, in partnership with Clayoquot Biosphere Trust, submitted to Victoria Foundation (unsuccessful)

October, 2019 - Final decisions made regarding direct funding proposals. Notifications to successful organizations: Maatsquis Secondary School, for school greenhouse project (\$1680); Ucluelet Local Food Society (ULFS), for Yuulu?i?ath's Wya Point garden (\$1000); Tofino Community Food Initiative (TCFI), for increasing program capacity and educational events (\$2320)

November 13, 2019 - Initial CAR meeting held in Ucluelet, co-facilitated with Clayoquot Biosphere Trust. 16 participants included Dot, DoU, ACRD Area C, TCFI, ULFS,

## **Summary of Implementation Efforts: January 2019 to March 2020: Coastal Addendum to the Alberni Agriculture Plan (2018)**

Ahousaht, Yuułuʔiłʔatḥ, Nuu-chah-nulth Employment and Training Program, Eat West Coast, and independent producers. Series of mini-presentations followed by World Cafe style discussion tables.

February 2020 - Meeting held with Clayoquot Biosphere Trust. Draft CAR Strategic Plan and Terms of Reference are developed, based on findings from the Addendum and the November 2019 CAR meeting.

March 5, 2020 - ACRD submits application for \$18,400 to Clayoquot Biosphere Trust's 'Vital Grants' program, in order to engage in further work around identified strategic priorities

March 6, 2020 - 2nd meeting of the CAR is held in Tofino, co-facilitated with Clayoquot Biosphere Trust. 20 participants include DoU, ACRD Area C, TCFI, ULFS, Yuułuʔiłʔatḥ, Nuu-chah-nulth Employment and Training Program, Eat West Coast, Alberni-Clayoquot Health Network, BC Ministry of Agriculture's Indigenous Projects Analyst, Island Health, North Island College, Cascadia Seaweed, Effingham Oysters, and independent producers and processor. Series of mini-presentations followed by review and approval of draft Terms of Reference and strategic plan, and World Cafe conversations about actioning priorities.

March 7/8, 2020 - ACRD supports a 'cooperative farmers' market table' at the West Coast Farm and Garden Show and over \$2100 worth of Alberni Valley product is sold to coastal businesses and residents. Agricultural Support Worker facilitates a workshop titled 'Small Farms, Big Impact' which highlights the benefits of small production initiatives and offers insight as to how to develop and ensure productive and sustainable projects.

***Regular updates have been provided to ACRD staff and Agricultural Development Committee throughout the time period. Project has been led by contracted ACRD Agricultural Support Worker. Expenditures include contractor costs, co-facilitation costs, direct funding program costs, and meeting and travel expenses.***



March 17, 2020

Dear ACRD Board of Directors:

Re: Coastal Addendum to the Alberni Agricultural Plan

Thank you for your continued interest in realizing the goals for the Coastal Addendum and working collaboratively to engage residents of the ACRD's west coast. Heather Shobe, the ACRD Agricultural Support Worker leading the Coastal Addendum initiative, has been doing excellent work in bringing together food production leaders from our communities and we are grateful for her understanding of west coast needs and opportunities. It has been very valuable to collaborate to engage communities at a regional scale to plan around agriculture, policy and food security

The Clayoquot Biosphere Trust (CBT) is a registered charity that is both a community foundation and a UNESCO biosphere region. Our team works to strengthen the development of all citizens, communities, and the ecosystems on which we all depend. Our regional food security initiative, Eat West Coast, is a member of Island Food Hubs, a collective of organizations working together under Island Health to address food security issues and improve health across Vancouver Island. The Coastal Addendum is already demonstrating its ability to support and integrate existing food security momentum in our region, and we are excited to see the positive outcomes of this project in our communities.

Please contact me directly at 250.725.2219 or email [rebecca@clayoquotbiosphere.org](mailto:rebecca@clayoquotbiosphere.org) if you have any further questions.

Sincerely,

A handwritten signature in black ink that reads "Rebecca Hurwitz".

Rebecca Hurwitz  
Executive Director



Institute for Sustainable Food Systems

---

**MAILING ADDRESS**

12666-72 Ave, Surrey, BC  
Canada V3W 2M8  
P: 604-599-2000  
[www.kpu.ca/isfs](http://www.kpu.ca/isfs)

March 3, 2020

RE: Advancing the CAR: Actioning Community Priorities around Food and Agriculture

Dear CBT Vital Grants Review Committee;

I am writing to convey unequivocal support of the Institute for Sustainable Food Systems (ISFS), Kwantlen Polytechnic University, for the grant application submitted by the Coastal Agriculture Roundtable. The ISFS is an applied research and extension unit at KPU that investigates and supports regional food systems as key elements of sustainable communities. We focus predominantly on British Columbia but also extend our programming to other regions. Our applied research focuses on the potential of regional food systems in terms of agriculture and food, economics, community health, food security, policy, and environmental integrity. Our extension programming provides information and support for farmers, communities, business, policy makers, and others. Community collaboration is central to our approach. We have worked with many local governments and First Nations to advance their food system aspirations through planning and project development initiatives, and continue to do so as a significant thrust of ISFS engagement.

The goals indicated in the grant application align perfectly with the purpose of the ISFS- to advance substantial local-regional food systems that will foster greater community resilience and food security, reconciliation, and environmental stewardship. Thus we are particularly enthused to work with the Alberni-Clayoquot Regional District and the coastal communities and First Nations therein that collectively acknowledge these important goals and want to collectively, collaboratively work to achieve them. Further, we anticipate that the process and outcome may serve as a viable model for others to emulate.

Our in-kind contribution is estimated to be \$7,700. Be assured, the ISFS is fully prepared and committed to contribute to the successful execution of the proposed project.

Sincerely,

A handwritten signature in black ink that reads "Kent Mullinix". The signature is fluid and cursive, written in a professional style.

Kent Mullinix, Ph.D.  
Director

March 4, 2020

Re: Advancing the Coastal Agricultural Roundtable grant application

Dear CBT Vital Grants Review Committee

This letter is to support the Alberni Clayoquot Regional District's work in developing food policies in collaboration with local communities and stakeholders such as the Institute of Sustainable Food Systems and WildSafeBC.

WildSafeBC is the provincial leader in preventing conflict with wildlife through collaboration, education and community solutions. Through a network of local coordinators, WildSafeBC tailors its messaging and solutions to the unique needs of each community. Many human-wildlife conflicts are a result of unmanaged attractants and this includes food crops and livestock. While increased local food production has been identified as a potential opportunity to address food security and emergency preparedness, it can also result in increases in conflict. To reduce the impact on wildlife and to address human safety concerns, it is important to consider these aspects. Through the proposed workshops and activities, there will be opportunities to identify risks and provide mitigation measures. These early conversations will allow for solutions to be developed in a proactive manner that will further support communities embarking on these food production initiatives.

WildSafeBC can provide support to the project by participating in discussions and providing workshops on human-wildlife conflict reduction strategies. This includes electric fencing, physical barriers and the promotion of crop management techniques such as pruning and early fruit collection. WildSafeBC is committed to continually improving and adapting our website information to provide the best information currently available through our ever-expanding network of subject matter experts. We are also considering producing a brochure, contingent on funding, that will provide conflict reduction information specific to residents with home gardens and/or livestock.

Kind Regards,



Vanessa Isnardy  
WildSafeBC Provincial Coordinator

March 3, 2020

Clayoquot Biosphere Trust  
316 Main Street,  
P.O. Box 67,  
Tofino, BC  
V0R 2Z0

**RE: Advancing the CAR: Actioning Community Priorities around Food and Agriculture Workshop**

Dear CBT Vital Grants Review Committee;

Please accept this letter of support for the grant application prepared by Heather Shobe to further the work of the Coastal Agriculture Roundtable on implementing the strategic priorities of the Alberni-Clayoquot Regional District's *Coastal Addendum to the Alberni Agriculture Plan*.

The draft *District of Ucluelet Official Community Plan* introduces a brief section on community Food Security. This is a policy area which is new to the District, and it is our hope that the proposed workshop will help expand our understanding of possible next steps in enhancing food security and emergency preparedness on the West Coast.

The District is prepared to provide in-kind support in the form of meeting space for holding the workshop at the Ucluelet Community Centre. To this end we have set aside a meeting space from 9am to 3pm on Thursday, April 30<sup>th</sup>. Staff will also be available to present to workshop attendees on the policy and legislative framework which forms the toolkit available to local governments. These items would be equivalent to approximately \$1,000 of in-kind support.

Thank you for taking the time to review this letter and the grant request. The District participates on the Coastal Agriculture Roundtable and appreciates the Trust's support for this type of community initiative.

Sincerely,



Bruce Greig  
Manager of Community Planning  
District of Ucluelet

**District of Ucluelet . Life on the Edge®**

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info@Ucluelet.ca





## Request for Decision

**To:** ACRD Board of Directors  
**From:** Mike Irg, General Manager of Planning and Development  
**Meeting Date:** May 27, 2020  
**Subject:** Coastal Agricultural Roundtable (CAR) Terms of Reference (TOR)

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### **Recommendation:**

That the Board of Directors approve the terms of reference for the Coastal Agricultural Roundtable as presented.

### **Desired Outcome:**

To provide meaningful community input. The purpose of this round table is to provide local community input into local agricultural initiatives supporting agricultural, including seafood production, for the West Coast.

### **Summary:**

The Coastal Agricultural Roundtable (CAR) was convened as a project advisory group in 2019 based on the recommendations of the Coastal Addendum to the Alberni Valley Agricultural Plan, (2018). The CAR is a multi-stakeholder committee that will guide the implementation of agricultural and food security initiatives in the coastal communities of the ACRD. The purpose of the CAR is to realize the vision and implementation of the Coastal Addendum.

An integral part of the project is understanding public and stakeholder values, concerns, and perspectives. Community input will also increase public understanding so that implemented solutions are effective and publicly-supported.

The CAR is a Select Committee of the ACRD, and is co-hosted by the Clayoquot Biosphere Trust (CBT). Membership term is for one year, the TOR will then be reviewed so that the round table and TOR can be reviewed and updated.

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

To date this work has been supported by Heather Shobe in her role as an agricultural support worker under contract. Involvement of Directors is part of the proposed round table structure.

### **Financial:**

This initiative is part of the 2020 ACRD budget, through Regional Planning and is a strategic priority of the Board.



Submitted by: \_\_\_\_\_  
Mike Irg, MCIP, RPP, GM of Planning & Development



Approved by: \_\_\_\_\_  
Wendy Thomson, GM of Administrative Services



## Alberni-Clayoquot Regional District

### Terms of Reference Coastal Agricultural Roundtable

#### 1. Purpose

- 1.1 The Coastal Agricultural Roundtable (CAR) was convened as a project advisory group in 2019 based on the recommendations of the Coastal Addendum to the Alberni Valley Agricultural Plan, (2018). The CAR is a multi-stakeholder committee that will guide the implementation of agricultural and food security initiatives in the coastal communities of the ACRD. The purpose of the CAR is to realize the vision and implementation of the Coastal Addendum.

The Coastal Addendum to the Alberni Valley Agricultural Plan is focused on promoting agricultural and food security initiatives within the District of Tofino, District of Ucluelet, Electoral Area “C” (Long Beach), Electoral Area “A” (Bamfield) and the First Nations communities on the west coast.

#### 2. Duties/Mandate

- 2.1 The CAR is a Select Committee of the ACRD, and is co-hosted by the Clayoquot Biosphere Trust (CBT).
- 2.2 The purpose of the CAR is to:
- i. Foster collaborative relationships, network-building, and synergy between Members; to reduce segregation and silos between land-based, marine, and forest-based food industries by providing an opportunity for direct affiliation; and to reduce redundancy in activities and allow cross-referencing of projects;
  - ii. Support distribution of information and opportunities to member organizations and to the public, and to act as a platform for primary producers and processors to directly engage with local governments;
  - iii. Discuss and form recommendations for policy and program options to consultants, facilitators, ACRD staff, ACRD Board of Directors, and the Province;
  - iv. Act as a coordinated group for grant opportunities, lobbying, and project development, where agreed upon by Members; and
  - v. Provide a platform for evaluation and monitoring of coastal agricultural growth.

#### 3. Membership

- 3.1 The CAR shall consist of up to 20 members, and will endeavor to include representation from the following:



## **6. Meeting Procedures**

- 6.1 The CAR will meet a minimum of twice and maximum of four times per year, at a time/date agreed upon by Members. Meetings may include activity components such as work-bees or education modules, where agreed upon by Members.
- 6.2 Meetings will be co-facilitated by the ACRD and CBT.
- 6.3 Agendas and meeting summaries will be prepared and distributed electronically to Members by facilitators. Members are encouraged to contribute to Agendas.
- 6.4 10 Members present shall represent a quorum.
- 6.5 Members are responsible for conducting themselves in a professional, respectful, engaged, and objective manner. Coordinator and facilitators will ensure that efficient and productive dialogue occurs.

## **7. Decision-Making**

- 7.1 Where decisions are required, motions shall be brought forward, discussed and improved upon if indicated; assessed against established group priorities and the Strategic Plan; and assessed as per available resources and expected outcomes.
- 7.2 Members shall allow decisions to emerge from that process, trusting and expecting that this structure for decision-making will lead to good decisions.
- 7.3 Final decisions will be made by consensus. If consensus cannot be reached and appropriate time has been dedicated to thoughtful discussion, a majority vote shall be utilized.

## **8. Reporting to the Board**

- 8.1 ACRD staff or Agricultural Support Workers will report to the ACRD Board of Directors annually on the activities of the CAR.
- 8.2 Recommendations from the CAR to the Board must be adopted by the Committee prior to presentation to the ACRD Board.
- 8.3 Committee members are responsible for reporting to their respective community or organization.

**9. Resources**

- 8.1 ACRD Agricultural Support Workers and Planning staff will provide support to the Committee where required.

Approved by the ACRD Board:	
Revised by the Board:	



Alberni-Clayoquot Regional District

## Board of Directors Meeting Schedule JUNE 2020

DATE	MEETING	TIME & LOCATION	ATTENDEES
Monday, June 1 <sup>st</sup>	West Coast Committee Meeting	10:00 am – Zoom Meeting	Committee, Staff
Tuesday, June 2 <sup>nd</sup>	COVID-19 Community Recovery Committee Meeting	9:30 am – Zoom Meeting	Committee, Staff
Wednesday, June 10 <sup>th</sup>	Board of Directors Meeting  Regional Hospital District Meeting	1:30 pm – Zoom Meeting  Immediately Following Board of Directors Meeting – Zoom Meeting	Directors, Staff  Directors, Staff
Wednesday, June 17 <sup>th</sup>	Alberni Valley & Bamfield Services Committee Meeting	1:30 pm – Zoom Meeting	Committee, Staff
Wednesday, June 24 <sup>th</sup>	Board of Directors Meeting	1:30 pm – Zoom Meeting	Directors, Staff

May 27, 2020

**REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT BUILDING INSPECTOR'S REPORT  
MARCH, 2020**

BUILDING TYPE	BAMFIELD		BEAUFORT		LONG BEACH		SPROAT LAKE		BEAVER CREEK		CHERRY CREEK		TOTALS		
	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	
Single Family									1	322,264			1	322,264	
Mobile Homes													0	0	
Multi-Family													0	0	
Adds&Rens													0	0	
Commercial													0	0	
Institutional													0	0	
Industrial													0	0	
Miscellenaous								1	31,215			1	46,260	2	77,475
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>31,215</b>	<b>1</b>	<b>322,264</b>	<b>1</b>	<b>46,260</b>	<b>3</b>	<b>399,739</b>

**REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT BUILDING INSPECTOR'S REPORT  
MARCH, 2020 TO DATE**

BUILDING TYPE	BAMFIELD		BEAUFORT		LONG BEACH		SPROAT LAKE		BEAVER CREEK		CHERRY CREEK		TOTALS	
	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE
Single Family	0	0	0	0	0	0	2	551,532	1	322,264	1	400,556	4	1,274,352
Mobile Homes	0	0	1	6,363	0	0	0	0	0	0	0	0	1	6,363
Multi-Family	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adds&Rens	0	0	1	73,307	0	0	0	0	2	2,000	0	0	3	75,307
Commercial	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Institutional	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellenaous	0	0	1	91,575	0	0	3	178,177	1	1,000	3	222,532	8	493,285
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>171,246</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>729,709</b>	<b>4</b>	<b>325,264</b>	<b>4</b>	<b>623,088</b>	<b>16</b>	<b>1,849,307</b>

	BAMFIELD	BEAUFORT/ BEAVER CREEK	LONG BEACH	SPROAT LAKE	CHERRY CREEK	TOTAL	YTD TOTAL
<b>WOODSTOVE INSPECTIONS</b>	<b>1</b>			<b>1</b>		<b>2</b>	<b>6</b>

	YEAR TO DATE		TOTAL YEAR			YEAR TO DATE		TOTAL YEAR	
2019	21	3,686,847	109	14,925,682					
2018	19	2,266,356	104	12,305,797					
2017	20	2,877,636	103	12,826,449					
2016	18	2,160,013	82	10,545,063					
2015	14	1,283,000	89	8,577,170					
2014	18	1,813,343	73	7,121,200					
2013	12	1,771,791	81	8,208,948					
2012	18	1,708,000	92	9,011,700					
2011	27	1,841,575	120	9,221,498					
2010	13	1,745,487	149	21,524,170					
2009	8	326,171	123	11,302,380	1999	9	785,830	80	3,348,092
2008	32	3,793,396	147	22,682,130	1998	18	779,980	75	3,320,890
2007	27	1,757,186	163	15,007,877	1997	20	862,866	104	10,025,166
2006	31	3,117,930	161	15,909,705	1996	21	1,693,000	128	9,050,554
2005	28	4,300,065	138	12,962,379	1995	23	1,506,000	116	9,641,300
2004	29	3,915,060	133	11,036,854	1994	34	1,972,000	151	7,915,500
2003	11	2,230,220	97	6,925,356	1993	36	2,603,000	167	10,864,000
2002	15	488,416	76	2,986,134	1992	33	1,724,000	173	11,192,500
2001	12	916,314	89	5,790,126	1991	16	829,520	126	7,155,120
2000	19	1,004,091	88	4,095,339	1990	22	1,644,300	118	6,323,900

**REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT BUILDING INSPECTOR'S REPORT  
APRIL, 2020**

BUILDING TYPE	BAMFIELD		BEAUFORT		LONG BEACH		SPROAT LAKE		BEAVER CREEK		CHERRY CREEK		TOTALS	
	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE
Single Family											1	368,821	1	368,821
Mobile Homes													0	0
Multi-Family													0	0
Adds&Rens									1	161,959			1	161,959
Commercial													0	0
Institutional													0	0
Industrial													0	0
Miscellaneous	1	25,000							3	3,000			4	28,000
<b>Totals</b>	<b>1</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>164,959</b>	<b>1</b>	<b>368,821</b>	<b>6</b>	<b>558,780</b>

**REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT BUILDING INSPECTOR'S REPORT  
APRIL, 2020 TO DATE**

BUILDING TYPE	BAMFIELD		BEAUFORT		LONG BEACH		SPROAT LAKE		BEAVER CREEK		CHERRY CREEK		TOTALS	
	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE	#	VALUE
Single Family	0	0	0	0	0	0	2	551,532	1	322,264	2	769,377	5	1,643,173
Mobile Homes	0	0	1	6,363	0	0	0	0	0	0	0	0	1	6,363
Multi-Family	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adds&Rens	0	0	1	73,307	0	0	0	0	3	163,959	0	0	4	237,266
Commercial	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Institutional	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	1	25,000	1	91,575	0	0	3	178,177	4	4,000	3	222,532	12	521,285
<b>Totals</b>	<b>1</b>	<b>25,000</b>	<b>3</b>	<b>171,246</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>729,709</b>	<b>8</b>	<b>490,223</b>	<b>5</b>	<b>991,909</b>	<b>22</b>	<b>2,408,087</b>

	BAMFIELD	BEAUFORT/ BEAVER CREEK	LONG BEACH	SPROAT LAKE	CHERRY CREEK	TOTAL	YTD TOTAL
<b>WOODSTOVE INSPECTIONS</b>						<b>0</b>	<b>6</b>

	YEAR TO DATE		TOTAL YEAR			YEAR TO DATE		TOTAL YEAR	
2019	28	4,416,079	109	14,925,682					
2018	26	2,995,588	104	12,305,797					
2017	28	3,749,910	103	12,826,449					
2016	25	2,995,016	82	10,545,063					
2015	22	2,047,279	89	8,577,170					
2014	31	2,329,985	73	7,121,200					
2013	22	2,067,123	81	8,208,948					
2012	26	1,895,500	92	9,011,700					
2011	43	3,403,853	120	9,221,498					
2010	49	5,951,800	149	21,524,170					
2009	26	2,546,153	123	11,302,380	1999	18	1,282,894	80	3,348,092
2008	43	4,431,477	147	22,682,130	1998	21	806,780	75	3,320,890
2007	34	2,303,241	163	15,007,877	1997	28	1,263,866	104	10,025,166
2006	44	3,854,390	161	15,909,705	1996	38	2,625,000	128	9,050,554
2005	38	5,223,675	138	12,962,379	1995	37	2,483,000	116	9,641,300
2004	43	4,945,370	133	11,036,854	1994	62	3,704,000	151	7,915,500
2003	16	2,384,680	97	6,925,356	1993	49	3,732,000	167	10,864,000
2002	20	572,656	76	2,986,134	1992	46	2,591,000	173	11,192,500
2001	25	1,930,402	89	5,790,126	1991	31	1,891,520	126	7,155,120
2000	24	1,299,537	88	4,095,339	1990	49	4,866,500	118	6,323,900