



Alberni-Clayoquot Regional District

BOARD OF DIRECTORS MEETING WEDNESDAY, NOVEMBER 25, 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/events/25-11-2020/>

Public Attendance: the public are welcome to attend the meeting via Zoom Webinar by registering at: https://portalberni.zoom.us/webinar/register/WN_jcyN73q-S6ONFzoUzRkl2Q

AGENDA

| | PAGE # |
|---|--------------|
| 1. <u>CALL TO ORDER</u> | |
| Recognition of Territories. | |
| Notice to attendees and delegates that this meeting is being recorded and livestreamed to YouTube on the Regional District Website. | |
| 2. <u>APPROVAL OF AGENDA</u> <i>(motion to approve, including late items requires ALL VOTE 2/3 majority vote)</i> | |
| 3. <u>DECLARATIONS</u> <i>(conflict of interest or gifts exceeding \$250 in value as per section 106 of the Local Government Act)</i> | |
| 4. <u>ADOPTION OF MINUTES</u> (ALL/UNWEIGHTED) | |
| a. Board of Directors Meeting – November 12, 2020 | 7-16 |
| <i>THAT the minutes of the Board of Directors meeting held on November 12, 2020 be adopted.</i> | |
| b. Beaver Creek Water Advisory Committee Meeting – November 18, 2020 | 17-19 |
| <i>THAT the minutes of the Beaver Creek Water Advisory Committee meeting held on November 18, 2020 be adopted.</i> | |

5. **PETITIONS, DELEGATIONS & PRESENTATIONS (10 minute maximum)**

- a. **Ms. Amira Strain - Alberni Valley Community Coordinator, Marianne Paquette - Hitacu-Macoah Community Coordinator, Bob Hansen – Pacific Rim Coordinator for WildSafeBC regarding the end of the season report.**

6. **CORRESPONDENCE FOR ACTION**

7. **CORRESPONDENCE FOR INFORMATION**
(ALL/UNWEIGHTED)

- | | | |
|----|--|--------------|
| a. | ISLAND COASTAL ECONOMIC TRUST | 20-22 |
| | Shawnigan Lake Museum Expansion to Boost Visitation and Expand Cultural Heritage | |
| b. | ISLAND COASTAL ECONOMIC TRUST | 23-25 |
| | Plan to Attract Home-Based Knowledge Workers to North Island Set in Motion | |
| c. | BREAD OF LIFE | 26 |
| | Thank-you Letter | |
| d. | VANCOUVER ISLAND ECONOMIC ALLIANCE | 27-53 |
| | State of the Island Economic Report 2019 | |

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

8. **REQUEST FOR DECISIONS & BYLAWS**

- | | | |
|----|--|--------------|
| a. | REQUEST FOR DECISION | 54-59 |
| | Boundary Extension – Beaver Creek Water System Local Service Area (ALL/UNWEIGHTED) | |

THAT the Alberni-Clayoquot Regional District Board of Directors give first reading to Bylaw E1054-1, Beaver Creek Water System Local Service Area Amendment, 2020.

THAT the Alberni-Clayoquot Regional District Board of Directors give second reading to Bylaw E1054-1, Beaver Creek Water System Local Service Area Amendment, 2020.

THAT the Alberni-Clayoquot Regional District Board give third reading to Bylaw E1054-1, Beaver Creek Water Local Service Area Amendment, 2020.

- | | | |
|----|--|--------------|
| b. | REQUEST FOR DECISION | 60-82 |
| | AVRA – Public Request to Lease Lot #9 (ALL/WEIGHTED) | |

THAT the ACRD Board of Directors approve entering into a (3) three-year lease agreement with Formula Photographic Inc. for lot # 9 at the Alberni Valley Regional Airport (AVRA) effective January 1st, 2021 to December 31st, 2024 at a rate of \$1529.78 per year plus applicable taxes and yearly BC CPI increases.

c. **REQUEST FOR DECISION**

83-106

AVRA – Public Request to Lease Lot #18 & #19
(ALL/WEIGHTED)

THAT the ACRD Board of Directors approve entering into a (3) three-year lease agreement with Dan Newnham for lot #18 & #19 at the Alberni Valley Regional Airport (AVRA) effective December 1st, 2021 to December 31st, 2024 at a rate of \$3084.28 per year plus applicable taxes and yearly BC CPI increases.

9. **PLANNING MATTERS**

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

a. **DVA20006, DOMBI-SAHI, 422 BURLO ISLAND (BAMFIELD)**

107-139

Development Variance Permit Application – Report

THAT the Board of Directors consider issuing development variance permit DVA20006, subject to:

Confirmation from the Province of BC that the conditions in Restrictive Covenant ET78675 have been satisfied.

Substantive restoration and planting of the cleared portions of the development permit area, as outlined in the biologist’s report, be undertaken prior to the Board making a final decision on this variance.

Neighbouring properties being notified as per Local Government Act s.499.

b. **DVC20007, LAING, 1150 SIXTH AVENUE, SALMON BEACH (LONG BEACH)**

140-149

Development Variance Permit Application – Report

THAT the Board of Directors consider issuing development variance permit DVC20007 subject to:

Removing the attached covered porch from the storage building.

Neighbouring properties being notified as per Local Government Act s.499.

- c. **TUP20003, LANE, 212 ALBION CRESCENT, MILLSTREAM (LONG BEACH)** **150-163**
Temporary Use Permit Application – Report

THAT the Board of Directors consider issuing Temporary Use Permit TUP20003 subject to neighbour notification as per Local Government Act s.494.

9.2 ALL DIRECTORS
(PARTICIPANTS/UNWEIGHTED)

- a. **AMEND UBCM HOUSING NEEDS REPORT APPLICATION FOR TOQUAHT NATION (ALL AREAS)** **164-165**
Request for Decision

THAT the ACRD Board of Directors direct staff to apply to the UBCM Housing Needs Report program to change the approved Alberni-Clayoquot Regional District Housing Needs Report project scope of work and budget to include Toquaht Nation.

10. REPORTS

10.1 STAFF REPORTS
(ALL/UNWEIGHTED)

- a. **Meeting Schedule – December 2020** **166**
b. **Building Report – October 2020** **167**
c. **Emergency Operations Centre Update – verbal report – Heather Zenner**

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

10.2 COMMITTEE REPORTS

10.3 MEMBER REPORTS
(ALL/UNWEIGHTED)

- a. 9-1-1 Corporation – J. McNabb
b. Vancouver Island Regional Library – P. Cote
c. Alberni Valley Chamber of Commerce – S. Minions
d. Air Quality Council, Port Alberni – D. Bodnar
e. West Coast Aquatic Board – K. Roberts
f. Association of Vancouver Island & Coastal Communities – P. Cote
g. Beaver Creek Water Advisory Committee – J. McNabb

- h. West Island Woodlands Advisory Group – J. McNabb
- i. Agricultural Development Committee – T. Shannon/P. Cote
- j. 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 participating in the Zoom meeting.

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

**14. IN CAMERA
(ALL/UNWEIGHTED)**

Motion to close the meeting to the public as per the Community Charter, sections:

- i. 90 (1) (c) labour relations or other employee relations;*
- ii. 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;*
- iii. 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;*
 - 21 (1) (c) (i) of FOIPPA: 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.*

15. REPORT OUT - RECOMMENDATIONS FROM IN-CAMERA

16. ADJOURN
(ALL/UNWEIGHTED)

Next Board of Directors Meeting: Wednesday, December 9, 2020
Via Zoom Webinar



Alberni-Clayoquot Regional District

MINUTES OF THE BOARD OF DIRECTORS MEETING HELD ON THURSDAY, NOVEMBER 12, 2020

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

- DIRECTORS PRESENT:** John Jack, Chairperson, Councillor, Huu-ay-aht First Nation
John McNabb, Vice-Chair, Director, Electoral Area "E" (Beaver Creek)
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)
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
Tom Stere, Councillor, District of Tofino (Alternate)
Wilfred Cootes, Councillor, Uchucklesaht Tribe Government
Kirsten Johnsen, Member of Council, Toquaht Nation
- REGRETS:** Alan McCarthy, Member of Legislature, Yuułuʔiłʔatḥ Government
- STAFF PRESENT:** Douglas Holmes, Chief Administrative Officer
Teri Fong, Chief Financial Officer
Mike Irg, General Manager of Planning and Development
Jenny Brunn, Acting General Manager of Community Services
Heather Zenner, Manager of Protective Services
Wendy Thomson, General Manager of Administrative Services
Janice Hill, Executive Assistant

The meeting can be viewed on the Alberni-Clayoquot Regional District website at:
<https://www.acrd.bc.ca/events/12-11-2020/>

1. **CALL TO ORDER**

The Chief Administrative Officer called the meeting to order at 1:30 pm.

The Chief Administrative Officer recognized the meeting this afternoon is being held throughout the Nuuchah-nulth territories.

The Chief Administrative Officer reported this meeting is being recorded and livestreamed to YouTube on the Regional District website.

2. **ELECTIONS – CHAIR AND VICE-CHAIR**

The General Manager of Administrative Services provided a brief overview of the election process for election of Chairperson and Vice-Chairperson of the Alberni-Clayoquot Regional District for 2020/2021.

a. ELECTION OF CHAIRPERSON – 2020/2021

The General Manager of Administrative Services conducted elections for Chairperson of the Alberni-Clayoquot Regional District and Vice-Chairperson of the Alberni-Clayoquot Regional Hospital District for 2020/2021.

The General Manager of Administrative Services requested nominations three times. Director Haggard nominated Director Jack and Director Cote nominated Director McNabb. The Directors accepted their nominations.

The candidates each provided a speech on why they should be elected Chairperson.

The Chief Administrative Officer and General Manager of Administrative Services conducted the election.

The General Manager of Administrative Services declared Director Jack to the position of Chairperson of the Alberni-Clayoquot Regional District and Vice-Chairperson of the Alberni-Clayoquot Regional Hospital District for 2020/2021.

b. ELECTION OF VICE-CHAIRPERSON FOR 2020/2021

The General Manager of Administrative Services conducted elections for Vice-Chairperson of the Alberni-Clayoquot Regional District and Chairperson of the Alberni-Clayoquot Regional Hospital District for 2020/2021.

The General Manager of Administrative Services requested nominations three times. Director Bodnar nominated Director McNabb and Director Shannon nominated Director Cote. The Directors accepted their nominations.

The candidates each provided a speech on why they should be elected Vice-Chairperson.

The Chief Administrative Officer and General Manager of Administrative Services conducted the election.

The General Manager of Administrative Services declared Director McNabb elected to the positions of Vice-Chairperson of the Alberni-Clayoquot Regional District and Chairperson of the Alberni-Clayoquot Regional Hospital District for 2020/2021.

Director Jack assumed the Chair.

3. APPROVAL OF AGENDA

MOVED: Director McNabb
SECONDED: Director Cole

THAT the agenda be approved as circulated with the addition of the following late item for consideration under section 10.1 (b) Request for Decision - UBCM Housing Needs Report Application for Treaty First Nations.

CARRIED

4. DECLARATIONS

5. ADOPTION OF MINUTES

a. Board of Directors Meeting – October 28, 2020

MOVED: Director Cote
SECONDED: Director Shannon

THAT the minutes of the Board of Directors meeting held on October 28, 2020 be adopted.

CARRIED

b. Alberni Valley & Bamfield Services Committee Meeting – September 2, 2020

MOVED: Director McNabb
SECONDED: Director Cote

THAT the minutes of the Alberni Valley & Bamfield Services Committee meeting held on September 2, 2020 be adopted.

CARRIED

c. Alberni Valley & Bamfield Services Committee Meeting – November 4, 2020

MOVED: Director Cote
SECONDED: Director Shannon

THAT the minutes of the Alberni Valley & Bamfield Services Committee meeting held on November 4, 2020 be adopted.

CARRIED

d. Electoral Area Directors Committee Meeting – November 4, 2020

MOVED: Director Roberts
SECONDED: Director Shannon

THAT the minutes of the Electoral Area Directors Committee meeting held on November 4, 2020 be adopted.

CARRIED

6. PETITIONS, DELEGATIONS & PRESENTATIONS

- a. **Hugh Grist, Jean McIntosh & Ken Watson, Alberni Valley Community Foundation, Vital Signs 2020 Report Presentation**

The delegation presented the 2020 Vital Signs Report for the Alberni Valley. Vital signs is a community check-up conducted by community foundations across Canada. It measures the vitality of communities, identifies significant trends and supports action on issues that are critical to quality of life. Visit www.albernifoundation.ca for more information on the Alberni Valley 2020 Vital Signs report.

7. CORRESPONDENCE FOR ACTION

- a. **Correspondence dated October 30, 2020 from the Vancouver Island Regional Library Board (VIRL) requesting Regional District Director appointments to the VIRL Board of Trustees for 2021.**

MOVED: Director McNabb

SECONDED: Director Cole

THAT the Alberni-Clayoquot Regional District Board of Directors appoint Director Cote as appointee on the Vancouver Island Regional Library Board of Trustees for 2021 and Director Jack as Alternate appointee.

CARRIED

- b. **Correspondence dated November 3, 2020 from Clayoquot Biosphere Trust requesting support for Clayoquot Sound Ongoing UNESCO Biosphere Region designation.**

MOVED: Director Haggard

SECONDED: Director Cole

THAT the Alberni-Clayoquot Regional District Board of Directors forward a letter to the Clayoquot Biosphere Trust supporting the ongoing Clayoquot Sound UNESCO Biosphere Region designation.

CARRIED

8. CORRESPONDENCE FOR INFORMATION

- a. **ISLAND COASTAL ECONOMIC TRUST**

- Addressing the Digital Divide in Qathet Regional District
- b. **MINISTRY OF JOBS, ECONOMIC DEVELOPMENT AND COMPETITIVENESS**
UBCM Conference Call Meeting regarding the Need for Connectivity along Highway Corridors and for Healthcare and Remote Workers, and Call Boxes along Remote Highway Routes for Public Safety.
 - c. **MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL**
UBCM Conference Call Meeting regarding the Regional District's Indigenous Social Navigator Program in Partnership with the Local RCMP.
 - d. **DISTRICT OF UCLUELET**
Correspondence from the District of Ucluelet to the Honourable John Horgan, Premier regarding support for a new Fisheries Cabinet Minister Position
 - e. **PORT ALBERNI PORT AUTHORITY**
Summary Update of Port Alberni Port Authority Activities

MOVED: Director Cootes

SECONDED: Director Shannon

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

CARRIED

9. REQUEST FOR DECISIONS & BYLAWS

- a. **Request for Decision regarding Resolution – Signing Authority for Banking Purposes.**

MOVED: Director McNabb

SECONDED: Director Beckett

THAT the Board of Directors authorize the following signatories for banking purposes for the Alberni-Clayoquot Regional District and Alberni-Clayoquot Regional Hospital District:

- *The following Directors have signing authority:*
 - i. *Director Jack, Chairperson*
 - ii. *Director McNabb, Vice-Chairperson*
 - iii. *Director Cote*
- *The following Staff members have signing authority*
 - i. *Douglas Holmes, BBA, CPA, CA, Chief Administrative Officer*
 - ii. *Teri Fong, CPA, CGA, Chief Financial Officer*
 - iii. *Wendy Thomson, General Manager of Administrative Services*
- *One of the above Directors are authorized to sign all Regional District banking documents with one of the above Staff members.*

CARRIED

b. Request for Decision regarding BC Infrastructure Planning Grant – Sproat Lake Volunteer Fire Department.

MOVED: Director Cote
SECONDED: Director Roberts

THAT the Alberni-Clayoquot Regional District Board of Directors authorize the Chairperson and Chief Administrative Officer to enter into an Infrastructure Planning Grant agreement for \$7,500 with the Ministry of Municipal Affairs and Housing for the Asset Management Plan Implementation – Sproat Lake Volunteer Fire Department project.

CARRIED

c. Request for Decision regarding 2021 Community Works Fund Projects.

MOVED: Director McNabb
SECONDED: Director Cote

THAT the ACRD Board of Directors roll forward any uncompleted Community Works Funding projects from the 2020-2024 Financial Plan as well as develop the 2021 proposed Community Works Funding projects for consideration during the 2021-2025 Financial Plan discussions AND FURTHER that staff look for opportunities to fulfill the construction or implementation of the projects within the 2021 year AND FURTHER the ACRD Board of Directors instruct staff to investigate options to move forward on the Beaver Creek Park Project.

CARRIED

d. Request for Decision regarding Crown Land Tenure Application – Bamfield Water System

(Deferred from October 14, 2020 Board of Directors Meeting)

Director Beckett reported the applicant has done a lot of work on the property without taking out required permits. He supports this application to procure water but noted there are other matters before the ACRD respecting this property that need to be addressed.

MOVED: Director Beckett
SECONDED: Director Cote

THAT the Alberni-Clayoquot Regional District Board of Directors direct staff to apply for a 30 year Crown Land Tenure for a portion of the Bamfield Inlet near Burlo Island in order to install a water line to provide water service to 422 Burlo Island.

CARRIED

e. Request for Decision regarding Alberni Valley Curbside and Recycling Depot Contract Extensions.

MOVED: Director Cote
SECONDED: Director McNabb

THAT the ACRD Board of Directors authorize the CAO to negotiate and execute a contract extension with Waste Management for curbside recycling collection in the Alberni Valley until March 31, 2021 with the ability to extend up to October 31, 2021.

CARRIED

MOVED: Director Cote
SECONDED: Director McNabb

THAT the ACRD Board of Directors authorize the CAO to negotiate and execute a contract extension with Waste Management for operation of the 3rd Avenue Recycling Depot until May 31, 2021 with the ability to extend up to November 30, 2021.

CARRIED

The meeting recessed at 2:42 pm.

The meeting re-convened at 2:50 pm.

10. PLANNING MATTERS

10.1 ALL DIRECTORS

a. SOMASS WATERSHED FLOOD MANAGEMENT PLAN (ALL AREAS)
Request for Decision

MOVED: Director Cote
SECONDED: Director Roberts

THAT the ACRD Board of Directors instruct staff to investigate mitigation options for the Somass Watershed, and;

THAT the ACRD Board of Directors instruct staff to provide options for applying the 200-year flood plain maps within the Electoral Areas of the ACRD, and;

THAT the ACRD Board of Directors direct staff to investigate grants to assess drought mitigation options for the watershed.

CARRIED

b. Late Item – Request for Decision - UBCM Housing Needs Report Application for Treaty First Nations
Request for Decision

MOVED: Director Cootes

SECONDED: Director Haggard

THAT the ACRD Board of Directors direct staff to apply to the UBCM Housing Needs Report program to change the approved Alberni-Clayoquot Regional District Housing Needs Report project scope of work and budget to include Uchucklesaht Tribe Government, Huu-ay-aht First Nations, and Yuuʔuʔiʔatʔ First Nations, and confirm willingness to provide overall grant management to the project.

CARRIED

11. REPORTS

11.1 STAFF REPORTS

**a. Emergency Operations Centre Update – verbal report
– H. Zenner**

b. COVID-19 Safe Restart Grants for Local Governments – T. Fong

MOVED: Director Shannon

SECONDED: Director Beckett

THAT these reports be received.

CARRIED

11.2 COMMITTEE REPORTS

11.3 OTHER REPORTS

12. UNFINISHED BUSINESS

13. LATE BUSINESS

14. QUESTION PERIOD

Questions/Comments from the public attending the meeting via Zoom webinar or submissions to responses@acrd.bc.ca. The Corporate Officer advised there were no questions or comments from the public with respect to the meeting today.

15. RECESS

MOVED: Director McNabb

SECONDED: Director Cootes

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

CARRIED

The meeting was recessed at 3:10 pm

16. RECONVENE

The meeting was reconvened at 3:26 pm

17. IN-CAMERA

MOVED: Director McNabb

SECONDED: Director Cote

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

- i. 90 (1) (c) : Labour relations or other employee relations;*
- ii. 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;*
- iii. 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*
- iv. 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*
- v. 90 (1) (g) Litigation or potential litigation affecting the regional district.*

CARRIED

The meeting was closed to the public at 3:29 pm.

The meeting was re-opened to the public at 4:08 pm.

18. REPORT OUT – RECOMMENDATIONS FROM IN-CAMERA

The following resolution from the in-camera portion of the Board of Directors meeting was reported out in open meeting:

THAT the ACRD Board of Directors approve the extension of the Asset Management Implementation Coordinator position from January 1, 2021 to April 30, 2021 at an approximate cost, including benefits, of \$32,500.

19. ADJOURN

MOVED: Director Roberts
SECONDED: Director McNabb

THAT this meeting be adjourned at 4:09 pm

CARRIED

Certified Correct:

John Jack,
Chairperson

Wendy Thomson,
General Manager of Administrative Services



Alberni-Clayoquot Regional District

MINUTES OF THE BEAVER CREEK WATER ADVISORY COMMITTEE MEETING HELD ON WEDNESDAY, NOVEMBER 18, 2020, 10:00 AM

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

MEMBERS John McNabb, Chairperson, Director, Electoral Area "E" (Beaver Creek)

PRESENT: Pam Craig
Gord Blakey
Harold Carlson

STAFF PRESENT: Jenny Brunn, Interim General Manager of Community Services
Wendy Thomson, General Manager of Administration
Matt McLeod, Leadhand Maintenance Technician
Janice Hill, Executive Assistant

The meeting can be viewed on the Alberni-Clayoquot Regional District website at <https://www.acrd.bc.ca/events/18-11-2020/>.

1. **CALL TO ORDER**

The Chairperson called the meeting to order at 10:02 am.

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

The Chairperson reported this meeting is being recorded and livestreamed to YouTube on the Regional District website.

2. **APPROVAL OF AGENDA**

MOVED: P. Craig

SECONDED: G. Blakey

THAT the agenda be approved as circulated.

CARRIED

3. **MINUTES**

a. **Beaver Creek Water Advisory Committee Meeting held January 28, 2020**

MOVED: P. Craig

SECONDED: G. Blakey

THAT the minutes of the Beaver Creek Water Advisory Committee Meeting held on January 28, 2020 be received.

CARRIED

4. REQUEST FOR DECISIONS

a. Request for Decision regarding Local Service Area Boundary Amendment.

MOVED: G. Blakey

SECONDED: P. Craig

THAT the Beaver Creek Water Advisory Committee recommend that the Alberni-Clayoquot Regional District Board of Directors amend the boundaries of the Beaver Creek Water System Local Service area to include District Lot 30, Alberni Land District, Except Plan 9787, THAT PT LYING E OF BEAVER CRK RD & S OF BAINBRIDGE Road, 7685 and 7620 Bainbridge Road.

CARRIED

b. Request for Decision regarding McKenzie Road Pump Station.

MOVED: P. Craig

SECONDED: G. Blakey

THAT the Beaver Creek Water Advisory Committee receive this report.

CARRIED

c. Request for Decision regarding Unidirectional Flushing Program.

MOVED: P. Craig

SECONDED: G. Blakey

THAT the Beaver Creek Water Advisory Committee support the development and implementation of a unidirectional flushing program.

CARRIED

d. Request for Decision regarding Beaver Creek Water – Capital Replacement Plan.

MOVED: P. Craig

SECONDED: H. Carlson

THAT the Beaver Creek Water Advisory Committee recommend to the ACRD Board of Directors that the Beaver Creek Water System proposed capital plan be included in the 2021-2025 Alberni-Clayoquot Regional District Financial Plan.

CARRIED

5. **REPORTS**

- a. **Report For Information – Fayette and Lamarque Watermain Project Update – J. Brunn**
- b. **Report For Information – Development Cost Charges for Renovations – J. Brunn**

MOVED: G. Blakey

SECONDED: P. Craig

THAT the Beaver Creek Water Advisory Committee receives information reports a-b.

CARRIED

6. **LATE BUSINESS**

a. **Committee Membership**

The Committee discussed their current membership of four individuals from the Beaver Creek area. The Committee can have a maximum of seven members. ACRD staff will include an expression of interest for volunteers to sit on the Beaver Creek Water Advisory Committee on the next Beaver Creek mail out. The Chairperson will touch base with the Beaver Creek Volunteer Fire Department to see if there is any interest in one of their members sitting on the Committee.

7. **QUESTION PERIOD**

The Corporate Officer reported there are no questions or comments from the public respecting this meeting.

8. **ADJOURN**

MOVED: H. Carlson

SECONDED: P. Craig

THAT this meeting be adjourned at 11:08 am.

CARRIED

Certified Correct:

John McNabb,
Chairperson

Wendy Thomson,
General Manager of Administrative Services

SHAWNIGAN LAKE MUSEUM EXPANSION TO BOOST VISITATION AND EXPAND CULTURAL HERITAGE

Museum plays key role in regional cultural and tourism economy

COURTENAY, 10 November 2020 – The Shawnigan Lake Museum is expanding to provide much needed space to display the facility’s unique collections, develop new exhibits as well as attract new events, thanks to funding through the Island Coastal Economic Trust’s (ICET) [Economic Infrastructure and Innovation Program](#) (EIIP).

The Shawnigan Lake Historical Society is leading a project to triple the Museum’s floorplan. This expansion will create a new exhibit area showcasing the entire collection of original E.J. Hughes drawings, as well as new E.J. Hughes acquisitions. The expansion will also facilitate an improved visitor experience and a more comprehensive display of the popular Kinsol Trestle exhibit, including more archival records, construction photos and improvements to the Kinsol Trestle model. A new Cowichan Tribes Exhibit in collaboration with Cowichan Tribes is also being developed.

“This project builds on Shawnigan Lake’s recognition as a regional recreation destination and will help diversify and broaden its reputation as a cultural and heritage draw,” says ICET Board Chair Aaron Stone. “Prioritizing tourism funding to address gap and growth areas is essential to our work – especially now – and the Museum’s expansion has the potential to become a significant attraction for the region.”

In addition to developing the display and exhibition areas, the visitor experience will be improved through the creation or enlargement of several other new spaces. A larger gift shop will provide opportunities for local artists and artisans to have their projects displayed and purchased. A multi-purpose room, known as the Great Room, will be built to accommodate events, traveling collections, group visits and rental space accommodating up to 100 people. A 500 square foot archives and research space and a 200 square foot public Community Living Room will be developed. A new, open and spacious lobby, with a reception area and public washrooms will also be created.

“The Museum is a gateway to visitors in the South Cowichan region and plays a role in promoting the tourism assets in the South Cowichan area,” says Shawnigan Lake Museum Executive Director Lori Treloar. “This project will not only allow for an improved visitor experience, but will also provide catalysts for new business development in the area, cultural programming for children and youth and cultural benefits through community activities and safe gathering spaces.”

ICET will contribute \$250,000 to the project’s overall \$1,827,000 cost. The project is expected to get underway in 2021.

###

[About the Island Coastal Economic Trust \(ICET\)](#)

Created and capitalized by the Province of BC in 2006, the Island Coastal Economic Trust (ICET) mission is to create a more diverse and globally competitive Island and Coastal economy. In partnership with local and regional government, non-profits and indigenous communities, ICET serves nearly half a million residents. Funding and support for economic infrastructure and other economic diversification initiatives is delivered through a unique community centered decision-making process. Since inception, ICET has approved more than

\$53.8 million in funding for over 230 initiatives. These investments have leveraged over \$270 million in new investment into the region creating more than 2500 construction phase jobs and 2650 long term permanent jobs.

For further information:

[Amanda Fortier](#), Communications Officer

Island Coastal Economic Trust

Tel. 250-871-7797

Follow ICET on [Facebook](#) and [Twitter](#).

[View this email in your browser](#)



Building a diverse and sustainable economy.



PLAN TO ATTRACT HOME-BASED KNOWLEDGE WORKERS TO NORTH ISLAND SET IN MOTION

Regional District of Mount Waddington to capitalize on improvements to broadband and rise in remote work

COURTENAY, 17 November 2020 – New opportunities for economic development and diversification will be explored through a new Regional District of Mount Waddington (RDMW) attraction campaign targeting home-based knowledge workers, thanks to funding support through the Island Coastal Economic Trust's (ICET) [Economic Development Readiness Program](#) (EDRP).

Over the last few decades, the North Island has experienced several long-term macro trends, creating disruption and change in the region's traditional resource sector employment base. As improvements in technology and connectivity emerge, and the more recent COVID related workplace adjustments have evolved, economic diversification opportunities for rural communities have been gaining new momentum.

To capitalize on these growing trends, the RDMW has partnered with the Vancouver Island North Training and Attraction Society (VINTAS) to develop a strategy encouraging remote workers, independent agents or other professionals who have the opportunity to work anywhere, to relocate to the

North Island.

“Attracting a new workforce to the MWRD will provide a stabilizing diversification to the local economy which has been subject to the cyclical fluctuations of resource-based employment,” says ICET Board Chair Aaron Stone. “Offering diverse career options for graduating youth, is also an important way of motivating them to remain or return to the region once their post-secondary studies are complete.”

The attraction of a new home-based workforce to the MWRD will target a high value sector of the labour force, with relative high incomes and consequential spending. The project will include the definition of primary and secondary market segments and key motivators; the identification of barriers; a brand review of the myvancouverislandnorth.ca website; a portfolio of messages, including text, graphics, video and social media; a detailed workplan; and an integration into an ambassador program.

“We’ve been witnessing in recent years an increase in the number of knowledge workers, in the areas of computer graphics, software development, engineering and general business consulting, establish their home-based businesses here,” says Andrew Hory, Chairman, Regional District of Mount Waddington. “It is clear there is an opportunity to capitalize and build on this sector as a key driver of economic growth in our region.”

The project is supported through ICET’s Economic Development Readiness Program’s Investment Attraction funding stream, which provides up to \$30,000 in matching funds.

The project is expected to get underway shortly.

For more information about the Economic Development Readiness Program, please see our guidelines and application

form: www.islandcoastaltrust.ca/economic-development-readiness

###

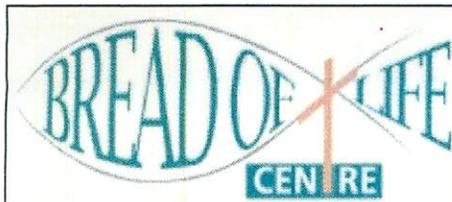
[About the Island Coastal Economic Trust \(ICET\)](#)

Created and capitalized by the Province of BC in 2006, the Island Coastal Economic Trust (ICET) mission is to create a more diverse and globally competitive Island and Coastal economy. In partnership with local and regional government, non-profits and indigenous communities, ICET serves nearly half a million residents. Funding and support for economic infrastructure and other economic diversification initiatives is delivered through a unique community centered decision-making process. Since inception, ICET has approved more than \$53.8 million in funding for over 230 initiatives. These investments have leveraged over \$270 million in new investment into the region creating more than 2500 construction phase jobs and 2650 long term permanent jobs.

For further information:

[Amanda Fortier](#), Communications Officer
Island Coastal Economic Trust
Tel. 250-871-7797

Follow ICET on [Facebook](#) and [Twitter](#).



3130 3rd Avenue
Port Alberni B.C.
V9Y4C8

November 8, 2020

Alberni Clayoquot Regional District
3008 5th Ave
Port Alberni, BC



Dear Sirs:

Re: Donation to the Bread of Life Centre Society

I am writing to thank you for the generous donation made to Bread of Life to assist us in meeting the needs of the Alberni Valley in 2020. Your help has made the following combined Bread of Life/Salvation Army response possible.

With the onset of Covid in mid March 2020, the dining room was shut down and the sit down meal service was replaced by a once per day mobile delivery service that makes 5 stops around town. This was carried out from an emergency vehicle provided by The Salvation Army. The menu consisted of a two day rotation of sandwiches and cooked meals, the latter provided in disposable takeaway containers. Hot meals were prepared in the Bread of Life kitchen every second day.

This service was operated in conjunction with a much expanded food hamper response to the emergency that made home deliveries, operated by The Salvation Army. These two services provided more than 72,000 meal equivalents, between mid March and October 31st.

In October alone, 3,984 of these meals were served from the mobile delivery vehicle, along with 701 sandwich meals. There were times that the numbers served from the vehicle exceeded 200 per day. It is also worth noting that people who had never attended the dining room were prepared to visit the vehicle, including older people not previously seen.

Another major difference from 2019 was the reduction in the volume of easily used re-purposed supermarket food supplies – particularly meat and vegetables. This resulted in high food costs, as very close to 100% of both the sandwich and the hot meal menu was purchased from food wholesalers.

As winter approaches we continue to see these high numbers and work to meet these needs. Thank you for playing an important part in making this happen.

Yours truly,

Colin Minions

A handwritten signature in black ink that reads "Colin Minions".

President



STATE OF THE ISLAND ECONOMIC

REPORT 2019

VANCOUVER ISLAND
ECONOMIC ALLIANCE



Table of Contents

| | |
|--|-------|
| PERSPECTIVE – TRENDS OF NOTE | 3-5 |
| LIMITATIONS | 6 |
| YEAR IN REVIEW AND OUTLOOK | 7-13 |
| Macroeconomic Indicators BC Real GDP Growth Rate 2017/18, Exchange Rate, Unemployment Rate | |
| Infrastructure and Development Building Permits, Housing Starts, Infrastructure Investment, Major Infrastructure Projects | |
| BUSINESS ENVIRONMENT & INVESTMENT ATTRACTION | 14-17 |
| Number of Businesses, Insolvency, Business Formations | |
| Skilled and Entrepreneurial Immigration PNP Applications, Skills Immigration, Entrepreneur Immigration | |
| POPULATION AND LABOUR FORCE | 18-22 |
| Population Growth, Population Distribution, Labour Force, Employment Rate, Participation by Region and Age, Employment by Industry, Share of Employment by Sector on VI and in BC | |
| INDUSTRY ANALYSIS | 23-44 |
| Tourism Visitor Indicators and Ferry Traffic | |
| Manufacturing Distribution of Businesses | |
| Aquaculture & Agriculture Shellfish and Finfish Licenses, BC Aquaculture Production, Distribution of Agrifoods Businesses <i>Island Liquor - Crafting a New Industry</i> | |
| Forestry Distribution of Businesses, Employment, Timber Processing Facilities, Product and Log Cargo Volumes, Harvest Volumes <i>Coast Forest Sector Revitalization - Positioning for Long Term Success</i> | |
| High Technology Distribution of Businesses <i>Island Tech</i> | |
| Education Post-Secondary International Enrollments by Regional Districts and on Vancouver Island | |
| COST OF LIVING & AFFORDABILITY | 45-50 |
| Housing-Benchmark, Living Wages, Median Wage Rates <i>Homelessness - A Social & Economic Crisis</i> | |
| IN CLOSING | 51 |

2019 EDITION

STATE OF THE ISLAND ECONOMIC
REPORT

Published in Canada by
**VANCOUVER ISLAND
ECONOMIC ALLIANCE
(VIEA)**

Prepared for VIEA by
MNP

Printing
HEMLOCK PRINTERS

Design & Layout
**BLACKBERRY
CREATIVE**

Copyright
VIEA 2019

All rights reserved.

\$195.00 CANADA
ISBN 978-1-7751480-0-5

PERSPECTIVE – TRENDS OF NOTE

On behalf of VIEA and the Economic Report Committee, I am pleased to introduce the 2019 State of the Island Economic Report or, as we commonly call it, SOTIER. This year marks the fifth annual edition of SOTIER and it is now established as a *must read* in the business and investor communities.

SOTIER was first published in 2015 with a goal of providing data, analysis and insight specific to Vancouver Island. The intent was to find reliable, repeatable data that would allow us to identify trends in the Island economy through the years. We continue to seek new, relevant data and you will see some of that reflected in this year's report. The report complements the successful Vancouver Island Economic Summit put on annually by VIEA.

This year's report remains true to those original ideas and goals, providing what is now the usual data on the economy and demographics of the region and the communities. As you read through it, you will realise that Vancouver Island continues to be a wonderful place to live work and play, but we still have areas for improvement and new opportunities to nurture and grow. We trust you will find this year's report insightful and thought provoking.

Following global and national trends, the BC economy experienced more moderate growth in 2018, but remained one of the

strongest economies in Canada. On the Island, major infrastructure projects such as the McKenzie Interchange, John Hart Generating Station and Kennedy Hill Safety Improvements offset contractions in the forestry and housing sectors. While the headline numbers show continued increase in new businesses being formed and fewer bankruptcies, there are concerning signs in the first half of 2019 as business formations slowed and bankruptcies increased compared to the first half of 2018. The labour market in the region boasts the lowest regional unemployment rate in the province. The tight labour market is a driver for continued migration to the Island and that migration is the main driver of population growth. Population on the Island continues to grow at about the provincial average and that growth was fairly evenly distributed across communities. Migrants to the region come mainly from other parts of the province and, to a lesser degree, other provinces. An interesting trend is the shift in working age population to those in mid-career (Generation X) and newer entrants to the workforce in younger age groups (Post-millennials).

Feature articles in this year's report highlight the burgeoning local beer, wine and spirits industry and some of the challenges it faces. We have a feature piece on the changing nature of the coast forest industry as another revitalization initiative has been introduced. This piece also introduces a new VIEA initiative focused on greater use of wood waste. The contribution of the tech sector to the Island economy and understanding what a tech job is illustrated in our editorial on the sector. An article on the growing problem of homelessness and an appeal to the business community to be more involved is also included in this year's report.

In addition to producing the Summit and the Economic Report, VIEA continues to work on various initiatives to grow and develop the communities and economy of Vancouver Island. For instance, both the Island Good and FTZVI initiatives are directly attributable to the data collected for the first Economic Report in 2015 which showed need and potential for more goods production to strengthen the Island economy. The Island Good program to promote Island produced foods and beverages

(and eventually much more...) has been a huge success. We look forward to reaching a point where we will have enough data to start quantifying the impact. VIEA is the first non-governmental organization to be awarded Foreign Trade Zone (FTZ) designation and Vancouver Island is the first regional FTZ. As this initiative matures, we hope to be in position to gather data on import/export activity specific to the Island.

Indigenous business continues to move forward on the Island as numerous First Nations have created development corporations. While anecdotal information exists regarding partnerships and new ventures in various sectors such as the Huu-ay-aht Nation and Western Forest Products joint ownership and management of TFL 44, and Nuu chah nulth Seafood LP becoming the major shareholder of St. Jean's Cannery and Smokehouse, we are working to engage First Nations in a data collection process so that we can include accurate information on the Island's Indigenous economy in the Economic Report.

In an effort to make this report accessible to anyone in the world interested in our Island economy, 2018 saw SOTIER made available for sale through Amazon. We will continue to make the report available through this channel. VIEA is dependent on sponsors and volunteers for its success and the SOTIER publication is a result of great sponsors and dedicated member volunteers. I would like to thank MNP for their continued support of SOTIER, not just financially, but also with the time and energy of Susan Mowbray and her team. The production of SOTIER is a year-long endeavour overseen by a steering committee and I would like to thank George Hanson, Po Wan, Shannon Baikie, Joe Cristiano, Susan Mowbray and Peter van Dongen for their thoughtful and active participation on this year's committee.

Pip White

CHAIR, 2019 SOTIER Committee

LIMITATIONS

This report is provided for information purposes and is intended for general guidance only. It should not be regarded as comprehensive or a substitute for personalized, professional advice. We have relied upon the completeness, accuracy and fair presentation of all information and data obtained from public sources, believed to be reliable. The accuracy and reliability of the findings and opinions expressed in the presentation are conditional upon the completeness, accuracy and fair presentation of the information underlying them. As a result, we caution readers not to rely upon any findings or opinions expressed as complete and disclaim any liability to any party who relies upon them as such.

The findings and opinions expressed in the presentation constitute judgments as of the date of the presentation, and are subject to change without notice. MNP is under no obligation to advise of any change brought to its attention which would alter those findings or opinions. The reader must understand that our analysis is based upon projections, founded on past events giving an expectation of certain future events. Future events are not guaranteed to follow past patterns and results may vary, even significantly. Accordingly, we express no assurance as to whether the projections underlying the economic and financial analysis will be achieved.

Before taking any particular course of action, readers should consult their professional advisor to discuss matters in the context of their particular situation.

MNP LLP

A YEAR IN REVIEW

After a strong start to the year, Canadian economic growth slowed in the second half of 2018 and annual economic growth fell to 1.9% from 3% in 2017.¹ Much of the slowdown can be attributed to weakening global economic conditions due to escalating trade tensions, continued weakness in the oil and gas sector and cooling of the domestic housing market.

Against the backdrop of slowing economic growth, the BC economy moderated but remained among the strongest in Canada. BC benefited from infrastructure projects in Northern BC, while a slowdown in the forest sector and a contraction in the housing market—as a result of changes to the mortgage rules and higher interest rates—led to an overall slowing of growth.

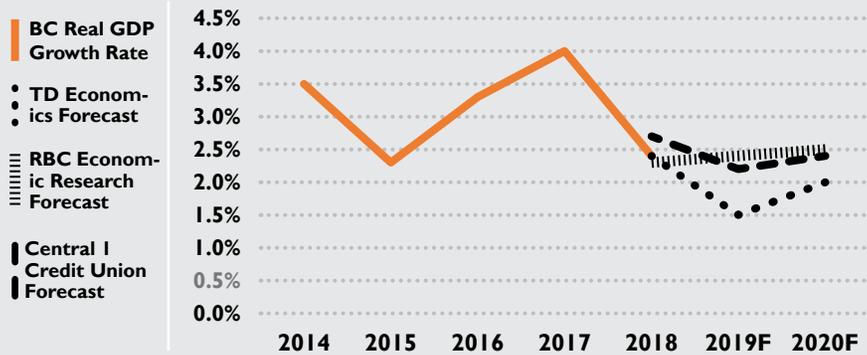
On Vancouver Island, population and employment growth contributed to continued overall growth, albeit at a more moderate pace than in 2017. Tourism continued to perform well, while the forest sector started to experience the effects of the softwood lumber dispute with the US as lumber prices fell and production declined.



Susan Mowbray
delivering the State
of Island Economic
Report at the 2018
Economic Summit
in Nanaimo BC.

¹ Statistics Canada, Table 36-10-0129-01.

BC Real GDP Growth Rate



Source: Statistics Canada, Table 36-10-0402-01 GDP at basic prices, by industry, provinces and territories; TD Economics, Provincial Economic Forecast (June 2019); RBC Economic Research, Provincial Outlook (June 2019); Central I Credit Union (May 2019).

GDP

On Vancouver Island, economic growth is expected to slow in 2019 due to the slowing housing market, declines in forestry and leveling off of growth in tourism.

Global economic activity slowed in the first half of 2019, as both trade and investment moderated, leading to lower projected growth for 2020. Canadian GDP growth is projected to slow to 1.3% in 2019, before increasing to 1.9% in 2020.² Trade conflicts with the United States and, more recently, China, as well as continued weakness in the oil and gas sector, are contributing to the lower growth projections.

The Canadian economy experienced strong growth and close to full employment throughout most of 2017 and 2018, which resulted in a tight labour market. As growth slows, labour shortages are expected to ease somewhat. Going forward, investment, exports and consumer spending are all expected to grow at a moderate rate and inflation is projected to remain near 2%.³

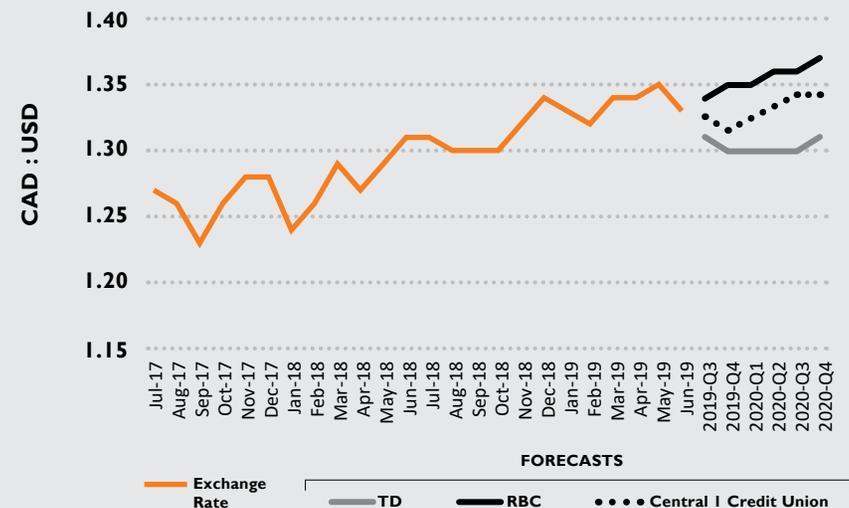
The outlook for BC's economy is mixed. The housing market is expected to continue to contract on Vancouver Island, in the Lower Mainland and in the Okanagan,⁴ which will impact sectors tied to real estate such as construction and home improvement. There is also some indication that consumer spending is lower. On the positive side, infrastructure projects in Northern BC are proceeding, and will offset declines in residential construction activity and support continued growth in the province.

² Bank of Canada, "Monetary Policy Report, July 2019."

³ Ibid.

⁴ Central I, "BC Economic Outlook 2019-2021."

Exchange Rate



Source: Bank of Canada, TD Economics, RBC Economics, Central I Credit Union.

Changes in the value of the Canadian dollar are not expected to have a significant impact on Vancouver Island's key export sectors in the near-term.

The Canadian dollar declined in value relative to the US dollar through 2018 and remained relatively stable through the first half of 2019. Following the removal of tariffs on steel and aluminum exports to the US, the Canadian dollar rose in value in June before declining again in July after an interest rate cut by the US Federal Reserve.

The July interest rate cut by the Federal Reserve was the first since 2008 and reflects growing uncertainty around the global economic outlook. With inflation in line with its 2% target, the Bank of Canada has taken a neutral position and left its key policy rate unchanged to date; however, global trade tensions and the corresponding effect on economic growth could lead to a cut in the key policy rate in the latter half of 2019 or early 2020.⁵

Against the backdrop of a slowing global economy and rising trade tensions, the outlook for the Canadian dollar is uncertain. As of September 2019, analysts expect the Canadian dollar to trade in the range of \$1.33 to \$1.35 Canadian per US dollar (\$0.74 to \$0.75 US per Canadian dollar) through the end of 2019, and between \$1.31 and \$1.37 Canadian per US dollar (\$0.72 to \$0.76 US per Canadian dollar) through the end of 2020.

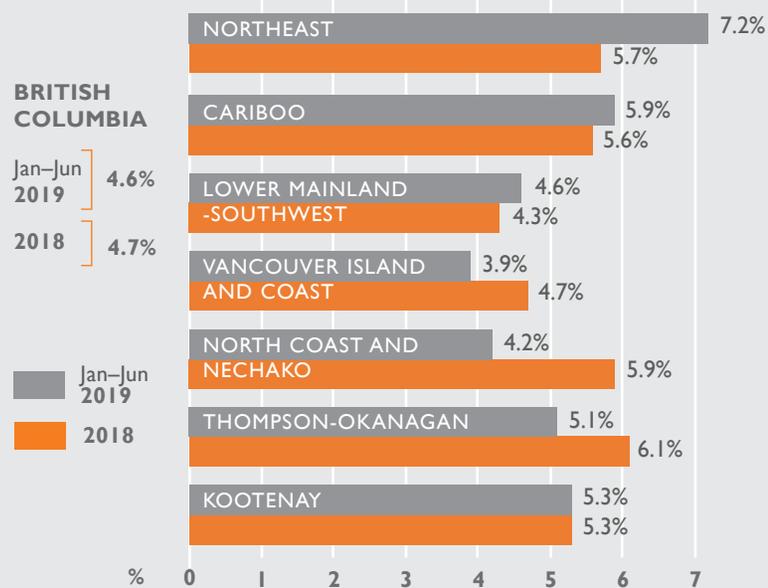
As of September 2019, the Canadian dollar was trading at \$1.32 Canadian per US dollar.

⁵ Scotiabank Economics, Economic Commentary, July 2, 2019 and RBC Economics, Financial Markets Monthly, August 9, 2019.

Macroeconomic Indicators

Unemployment Rate

BY REGION 2018 AND 2019

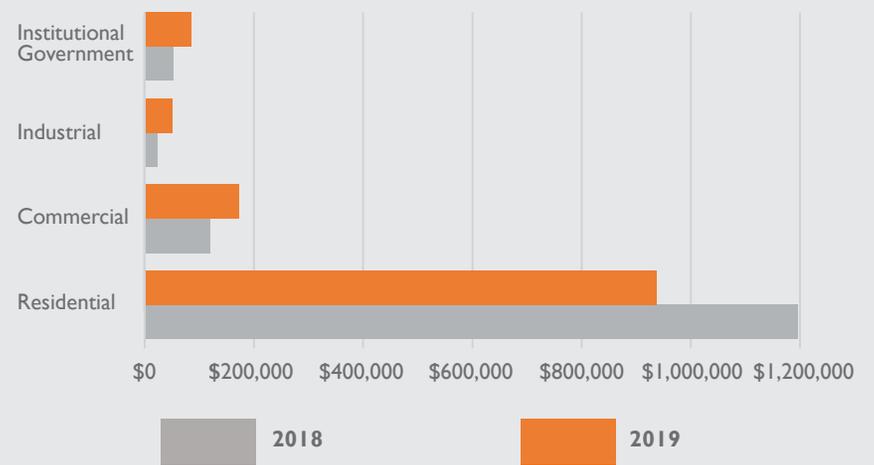


Source: Statistics Canada Table: 14-10-0293-01, Table: 14-10-0090-01 and BC Stats Monthly Labour Force Statistics.

Infrastructure and Development

Building Permit Values

JANUARY TO JUNE (IN \$000s)



Source: Statistics Canada, produced by BC Stats. August 2019.

The unemployment rate on Vancouver Island declined for a third straight year to 4.7% in 2018.

The decline was accompanied by increased employment levels and higher labour force participation, signalling another positive year for Vancouver Island's economy. However, indicators are mixed for the first half of 2019. The unemployment rate was lower compared with the same period in 2018, while employment levels also declined, suggesting that fewer people are working and that the labour force participation rate has declined.

While trends in the unemployment rate and employment levels are consistent with slowing economic growth, unemployment remains significantly below historical levels and labour market conditions are expected to remain tight in the near term.

Housing Starts

YEAR-OVER-YEAR
JANUARY TO JUNE



Source: CMHC, Starts and Completions Survey.

Construction activity is expected to moderate as the housing market cools and population growth stabilizes.

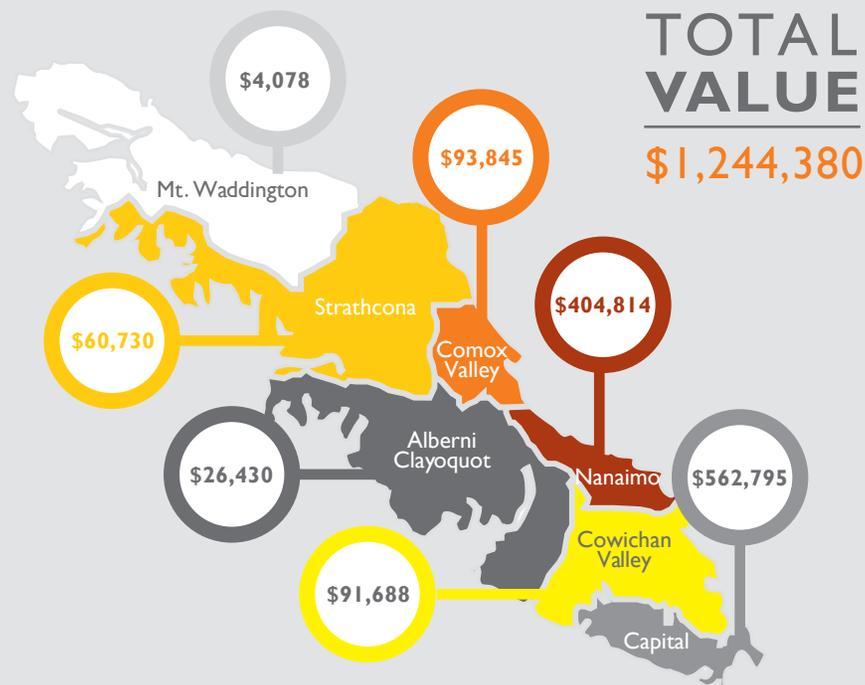
The value of building permits on Vancouver Island declined by 11%

in the first six months of 2019 compared to the same period in 2018. The overall decline in building permits was driven by the residential sector which experienced a 22% year-over-year decline. This is consistent with the slowdown in the housing market as a result of higher interest rates, changes to mortgage rules, and the introduction of policies aimed at reducing demand from speculators and off-shore investors.

While the value of building permits has declined, it is important to note that they remain well above historical levels and that most of the declines have occurred in the Capital region where there has been a significant increase in building activity since 2015.

Building permits indicate construction intentions, while housing starts indicate construction activity. In the first six months of 2019, the number of housing starts increased on Vancouver Island. The overall increase was due to large year-over-year increases in Nanaimo and Parksville-Qualicum.

Building Permits by Regional District JANUARY TO JUNE 2019 (IN 000s)



Source: Statistics Canada, produced by BC Stats. August 2019.

Infrastructure investments

on Vancouver Island are being made in transportation and sewage treatment. Major projects under construction include:

VICTORIA INTERNATIONAL AIRPORT TERMINAL EXPANSION ⁶

In response to rapid growth in passengers and increases in the number of large aircraft, Victoria International Airport (YYJ) is doubling the size of the lower departure lounge, providing dedicated aircraft gates, new covered walkways, new washrooms and additional food, beverage and retail spaces. The first phase of construction is expected to be completed in the fall of 2019, while the entire expansion is expected to be complete by spring 2020.

HIGHWAY 4 – KENNEDY HILL SAFETY IMPROVEMENTS ⁷

Highway 4 connects Tofino, Ucluelet and the Pacific Rim National Park Reserve to the rest of Vancouver Island. The Highway 4 – Kennedy Hill Safety Improvements include widening a 1.5 km stretch of highway to two full lanes, realigning the highway to remove sharp blind corners, eliminating overhanging rocks, and building a rest area to improve the safety and reliability of a section of the highway with poor sight lines and sharp corners. Construction is currently underway and expected to be completed by the summer of 2020.

⁶ Victoria International Airport. Lower Passenger Departure Lounge. Available here: <https://www.victoriaairport.com/projects-planning> (Accessed August 30, 2019).

⁷ Government of BC. Available here: <https://www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/projects/highway4kennedyhill>.

MAJOR INFRASTRUCTURE PROJECTS UNDER CONSTRUCTION

VALUE OF INVESTMENT IN \$MILLIONS

UTILITIES



TRANSPORTATION



HEALTHCARE



EDUCATIONAL INSTITUTIONS



AFFORDABLE HOUSING



THE SUMMIT AT QUADRA VILLAGE ⁸

The Summit at Quadra Village is a 320-unit residential and dementia care development for seniors requiring 24-hour support. It is located in Victoria and will replace the facilities at Oak Bay Lodge and Mt. Tolmie Hospital. Construction is currently underway and expected to be completed by the end of 2019.

NANAIMO SEWAGE PLANT UPGRADES ⁹

The Greater Nanaimo Pollution Control Centre Secondary Treatment Upgrade Project will provide additional capacity for sewage treatment in Nanaimo, Lantzville and Snuneymuxw First Nations. The project will ensure Greater Nanaimo meets provincial and federal regulations requiring at least secondary treatment of discharged waste. Construction is currently underway and is expected to be completed in late 2019.

WASTEWATER TREATMENT FACILITY – CAPITAL REGIONAL DISTRICT ¹⁰

This project will provide tertiary treatment of wastewater for Victoria, Esquimalt, Saanich, Oak Bay, View Royal, Langford, Colwood, and the Esquimalt and Songhees Nations. Construction started in 2018 and is scheduled to be completed by the end of 2020.

The major projects that are now completed or that have updated timelines include:

JOHN HART GENERATING STATION

As of November 2018, the three new generators were fully operational. The remaining work includes the deconstruction and removal of the old facility, which is expected to be completed in the fall of 2019.¹¹

MCKENZIE INTERCHANGE PROJECT

As of May 2019, construction is underway, and the project is expected to be completed by the summer of 2020.¹²

MARINE OIL SPILL RESPONSE PROJECT

As of March 2019, the project is on hold, as funding is tied to the Trans Mountain pipeline expansion, which is currently delayed.¹³

⁸ Capital Regional District. Available here: <https://www.crd.bc.ca/project/capital-projects/the-summit>.

⁹ Regional District of Nanaimo. Available here: <https://www.rdn.bc.ca/secondary-treatment-upgrade-project>.

¹⁰ Ibid.

¹¹ BC Hydro. Available here: <https://www.bchydro.com/content/dam/BCHydro/customer-portal/documents/projects/john-hart/JHGSRP-De-comm-Rpt-April-June-2019.pdf>.

¹² Government of BC. Available here: <https://engage.gov.bc.ca/mckenzieinterchange/construction-updates/>.

¹³ Times Colonist. Available here: <https://www.timescolonist.com/news/local/new-spill-response-boats-sit-idle-in-nanaimo-awaiting-pipeline-decision-1.23651002>.

Source: British Columbia Major Projects Inventory, Q1 2019

Business growth continued on Vancouver Island in 2018 both in terms of the number of businesses with employees and the size of businesses. The sectors with the largest growth were Health Care and Construction, which is consistent with the growing population and continued demand for housing.

Business formations remained above their three-year average in 2018, while business and consumer bankruptcies remained below their three-year average. However, business formations declined year-over-year while consumer bankruptcies increased, year-over-year. In the first six months of 2019, both consumer and business bankruptcies increased compared with the same period in 2018.

These trends indicate that while 2018 was a positive year for Vancouver Island, economic activity moderated and the slowdown has continued into 2019. Going forward slower rates of business formation and growth in the size of businesses are expected.

The Honourable Navdeep Bains, P.C., MP, Minister of Innovation, Science and Economic Development at the 2018 State of the Island Economic Summit, Nanaimo, BC.

Number of Businesses with Employees

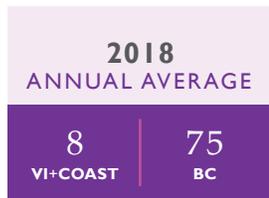
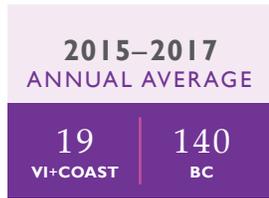
| Category | With Employees | Trend |
|--|----------------|---|
| GOODS-PRODUCING SECTOR | | |
| Agriculture, Forestry, Fishing, Hunting  | 1,195 |  |
| Construction  | 4,034 |  |
| Manufacturing  | 1,026 |  |
| Mining and Oil and Gas Extraction  | 78 |  |
| Utilities  | 35 |  |
| SERVICE-PRODUCING SECTOR | | |
| Accommodation and Food Services  | 2,100 |  |
| Admin. and Support, Waste Management and Remediation  | 1,345 |  |
| Arts, Entertainment and Recreation  | 546 |  |
| Educational Services  | 405 |  |
| Finance and Insurance  | 1,054 |  |
| Health Care and Social Assistance  | 3,548 |  |
| Information and Cultural Industries  | 350 |  |
| Management of Companies and Enterprises  | 128 |  |
| Other Services (Excluding Public Administration)  | 2,384 |  |
| Professional, Scientific and Technical Services  | 3,490 |  |
| Public Administration  | 371 |  |
| Real Estate and Rental and Leasing  | 1,396 |  |
| Retail Trade  | 3,777 |  |
| Transportation and Warehousing  | 922 |  |
| Wholesale Trade  | 884 |  |

Growing  Stable  Declining 

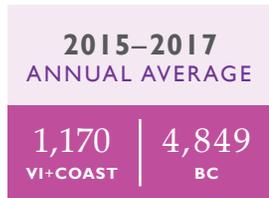
Source: Statistics Canada, Business Register, Establishment Counts December 2018.

Insolvency

Business Bankruptcies



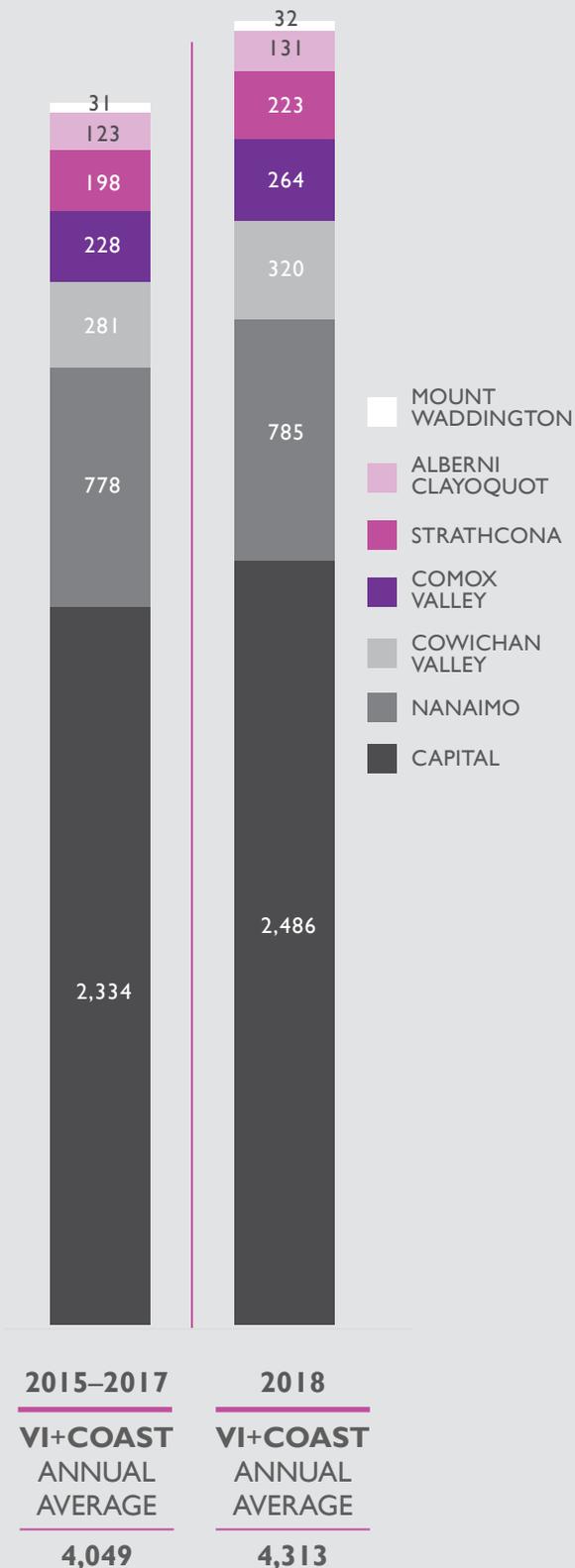
Consumer Bankruptcies



Source: Office of the Superintendent of Bankruptcy Canada.

Business Formations

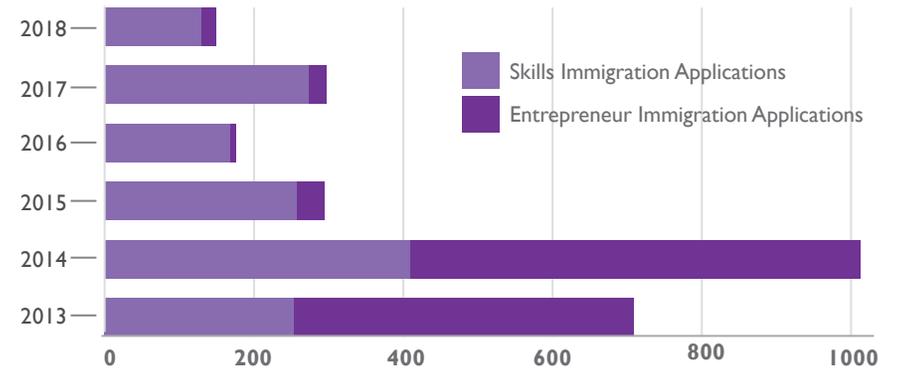
INCORPORATIONS BY REGIONAL DISTRICT



Source: BC Stats, Business Formations and Failures.

Skilled and Entrepreneurial Immigration

Applications to the Provincial Nominee Program



Source: BC Ministry of Jobs, Trade and Technology.

Note: Due to a large inventory of applications to process, there was a 90-day program pause in 2015, which led to a surplus of applications from 2015 that were processed in 2016. As a result, the 2015 and 2016 data should be considered in conjunction with one another.

Skills Immigration

2013–2018

1,141

NOMINATIONS

Source: BC Ministry of Jobs, Trade and Technology.

Entrepreneur Immigration

2013–2018

278

WORK PERMITS

172

NOMINATIONS

269

JOBS CREATED

\$92

MILLION INVESTMENT

Source: BC Ministry of Jobs, Trade and Technology.

The British Columbia Provincial Nominee Program (BC PNP)

facilitates the immigration of skilled foreign workers, international students, and entrepreneurs. Prospective applicants are nominated for permanent residency through either the Skills Immigration stream or through the Entrepreneur Immigration stream.

Nominees under the Skills Immigration stream are selected based on the skills, education and/or experience required for high-demand occupations in the province. The number of applicants under this program on Vancouver Island declined in 2018, bringing the five-year annual average to approximately 250. Between 2013 and 2018, there were 1,494 applicants for Skills Immigration, of which approximately 76% received nominations for permanent residency.

Nominees under the Entrepreneur Immigration stream are required to meet a determined financial investment amount, and demonstrate the ability to create job opportunities. The number of applicants under this stream on Vancouver Island has declined significantly since 2014, though has remained relatively stable since 2017. Of the 1,145 applicants between 2013 and 2018, approximately 24% received work permits and 15% received nominations.

POPULATION AND LABOUR FORCE

The population of Vancouver Island continued to grow in 2018 at a rate comparable to BC as a whole (1.4%),¹⁴ and slightly below the growth rate in the Lower Mainland.

Christine Willow, Certified Management Consultant and Professional Recruiter at the 2018 State of the Island Economic Summit in Nanaimo, BC.

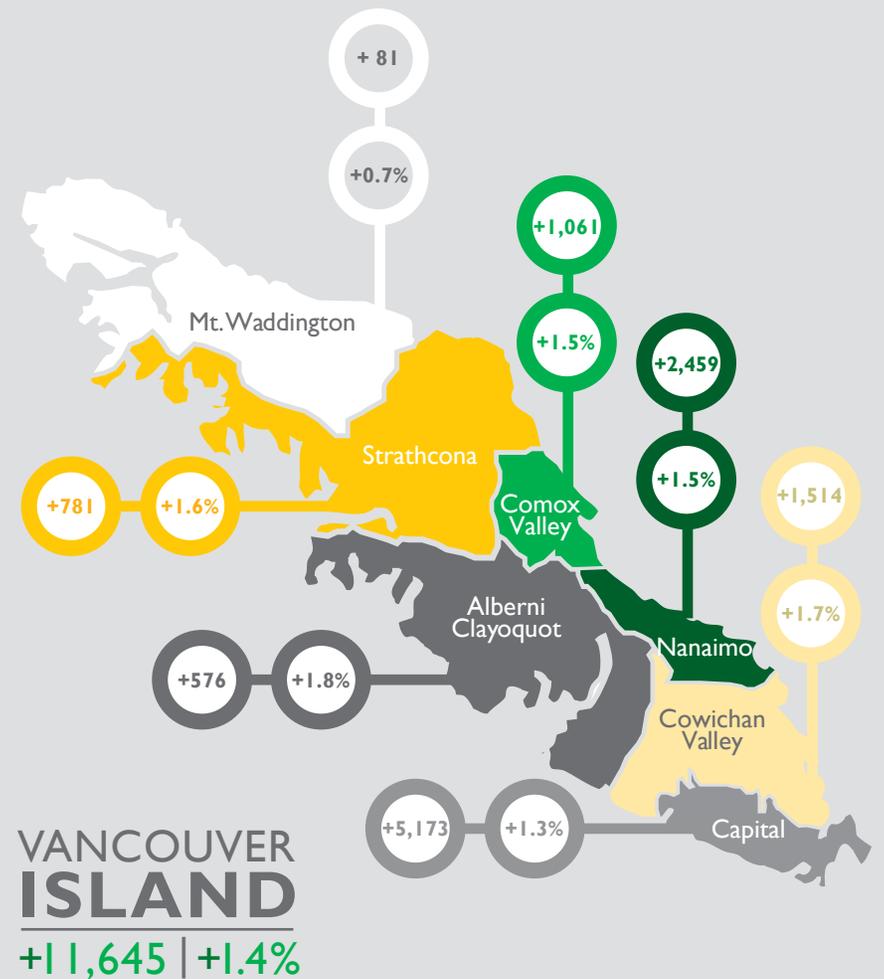
Growth was broad-based, with most areas experiencing growth of between 1.3% and 1.8%. The working age population also continued to grow, reflecting the strong labour market across the region.

Growth on Vancouver Island is driven by migration from other regions in BC and, to a lesser extent, other provinces in Canada. As interprovincial migration slowed in 2017, population growth rates both in BC and on Vancouver Island have slowed. Going forward, population growth rates are expected to continue at rates similar to 2018.

¹⁴ BC Stats, Population Estimates by Regional Districts and Development Regions.

Population

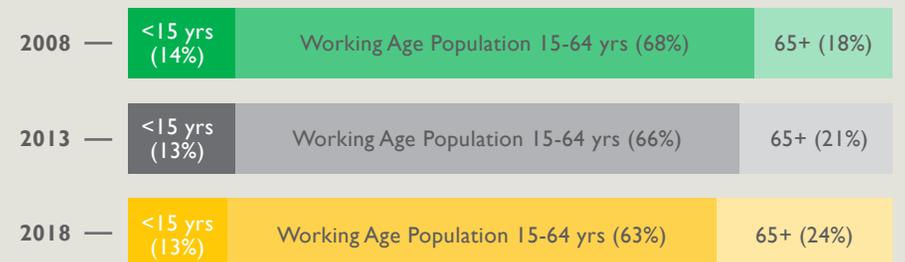
Population Growth by Region – 2017 TO 2018



Source: BC Stats, Population Estimates by Regional Districts and Development Regions.

Population Distribution

VANCOUVER ISLAND AND COAST BY AGE GROUP



Source: BC Stats, Population by Age and Sex.

Labour & Employment

Labour Force Participation Rate Trends (BC)

OVERALL BY AGE
2016 TO 2018

DECLINING

15 – 24

STABLE

25 – 44
45 – 64
65+

Source: Statistics Canada, Table 14-10-0018-01 Labour force characteristics by sex and detailed age group, annual.

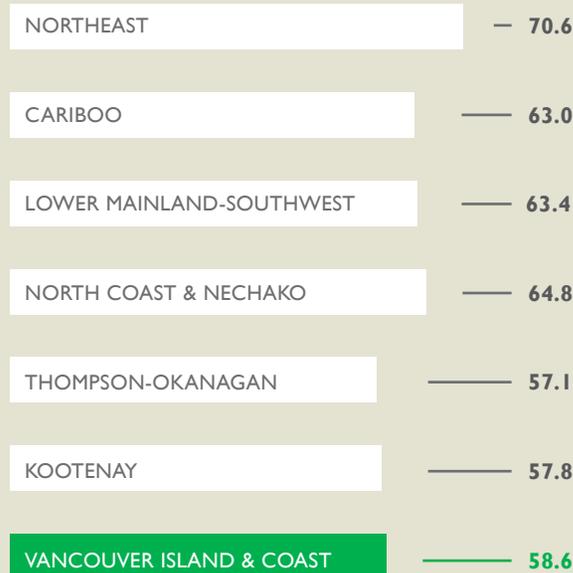
Vancouver Island's labour force participation rate and employment rate increased for the fourth consecutive year in 2018. However, preliminary data indicates that both the labour force participation rate and employment rate declined in the first half of 2019, which is consistent with slowing economic growth.

Going forward, the LNG Canada project in Kitimat is underway and hiring will ramp up in 2020, eventually requiring between 4,500 and 7,500 construction employees.¹⁵ This is expected to attract workers from across BC, which could affect the labour force on Vancouver Island.

¹⁵ LNG Canada. Available here: <https://www.lngcanada.ca/>.

Employment Rate IN PERCENTAGES BY REGION 2018

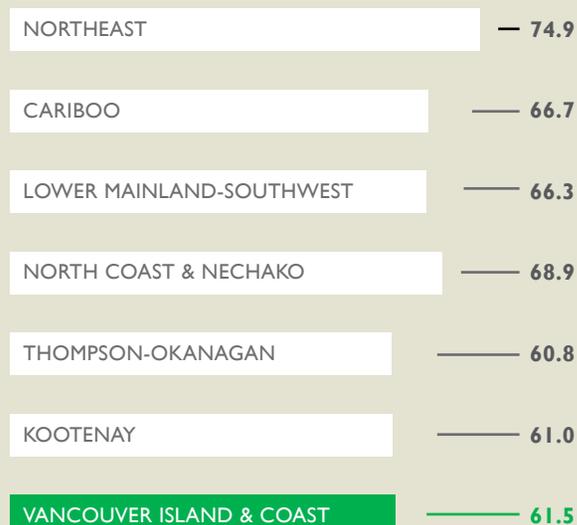
BC AVERAGE | 61.8%



Source: Statistics Canada, Labour Force Survey Estimates (Statistics Canada, Table 282-0122 and Table 282-0123).

Participation Rate IN PERCENTAGES BY REGION 2018

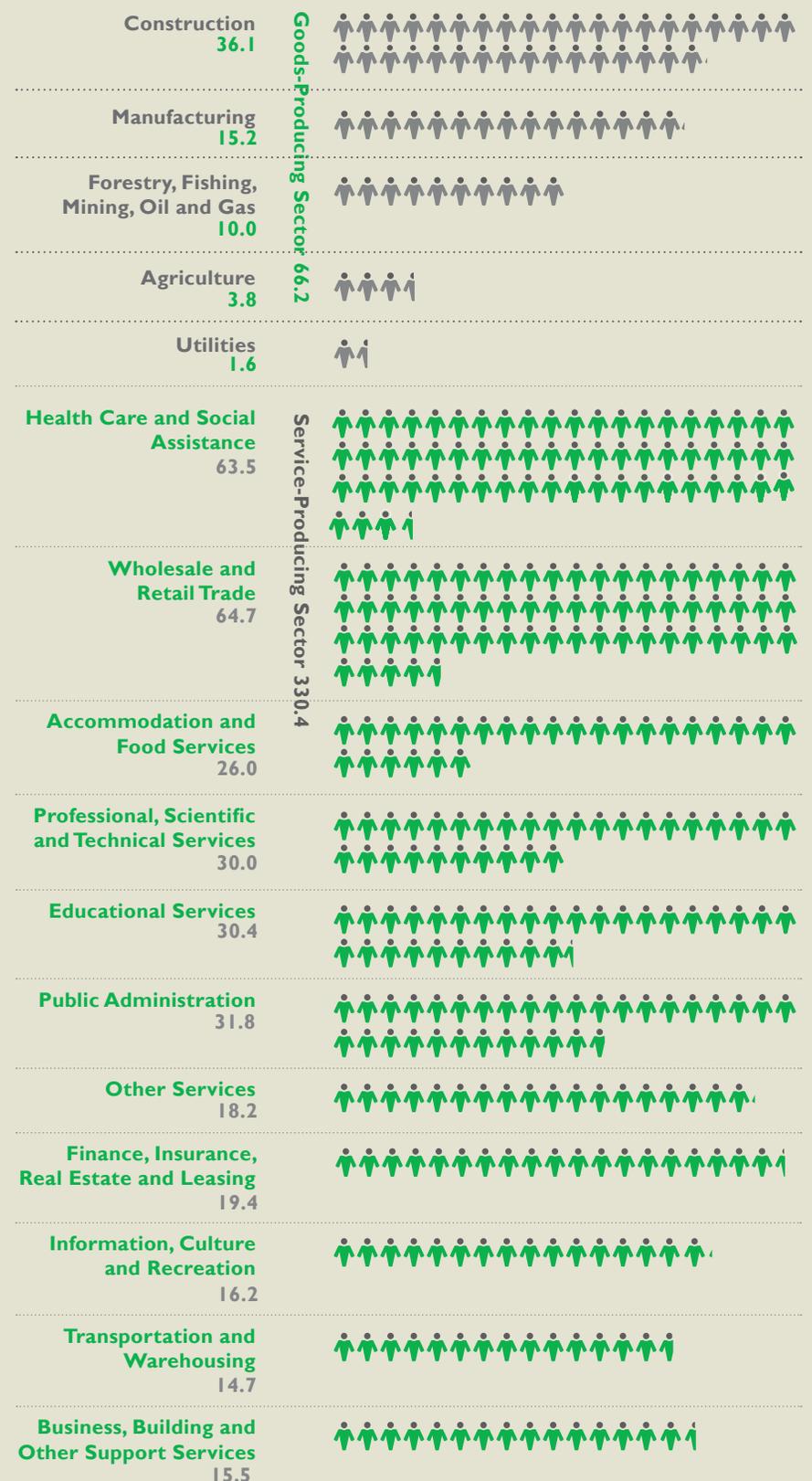
BC AVERAGE | 64.9%



Source: Statistics Canada, Labour Force Survey Estimates (Statistics Canada, Table 282-0122 and Table 282-0123).

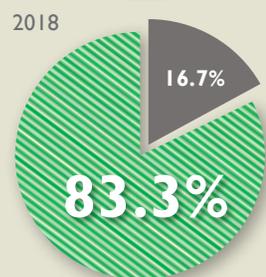
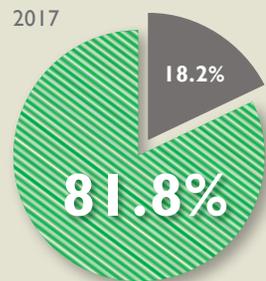
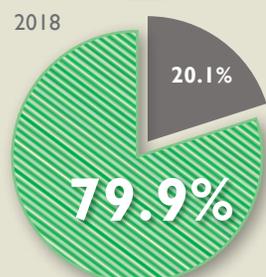
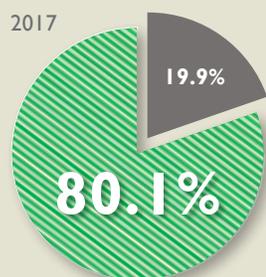
Labour & Employment

Employment By Industry VANCOUVER ISLAND 2018 (IN 000s)



Source: Statistics Canada, Labour Force Survey, Custom Tabulation, Prepared by BC Stats January 2018.

Labour & Employment

Share of
Employment
BY SECTOR ON VIShare of
Employment
BY SECTOR IN BC

Source: Statistics Canada, Labour Force Survey, Custom Tabulation, Prepared by BC Stats January 2018.

Employment continued on a positive growth path in 2018,

with an overall growth rate of 2.6%. This was driven by strong gains in the service sector offsetting declines in goods sector employment.

The share of employment in the service producing sector increased for the first time since 2015, due to increased employment in the health care, education, retail trade and public administration sectors. Growth in health care is likely linked to the opening of the North Island Hospitals in Comox and Campbell River at the end of 2017. Growth in Education was due to increases in employment at the elementary and secondary level, while employment gains in public administration were largely at the local, municipal and regional levels. Declines in goods sector employment were driven by the manufacturing sector, which is linked to the downturn in the forest sector.

Preliminary indicators suggest that employment growth slowed in the first half of 2019 and employment levels are expected to stabilize as economic activity slows.

DID YOU KNOW?

Since 2013 there has been a generational shift in the composition of the working age population on Vancouver Island. The percentage of Baby Boomers (those born between 1946 and 1964) has declined from 39% to 30%, the percentage of Generation X (those born between 1965 and 1980) has remained relatively stable at 30% while the percentage of Millennials (those born between 1981 and 1996) has declined from 29% to 25% and the percentage of Post-millennials has increased from 3% to 14%. This suggests that most of the growth in the working age population has been among those in mid-career (Generation X) and younger age groups (Post-millennials) while the number of Millennials has declined.

Rod Szasz of Fire Bozz makes his pitch during the early morning tech showcase of the 2018 State of the Island Economic Summit in Nanaimo, BC.

As economic growth slows, Vancouver Island's key industries are facing significant challenges. Timber supply constraints and weak market conditions have led to reductions in employment and production in forestry. Changes to tenure rules aimed at protecting wild salmon and ensuring First Nations consent are creating uncertainty around the future of aquaculture production.

Growth in the number of international students studying on Vancouver Island has slowed and escalating trade tensions with China could lead to further declines in international enrollments.

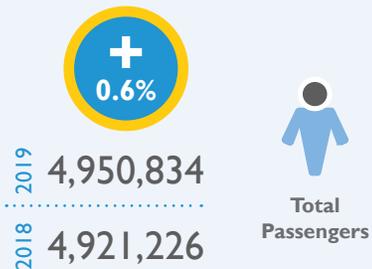
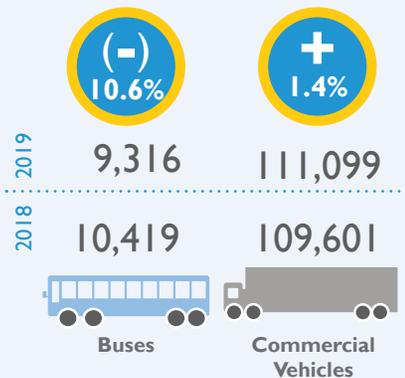
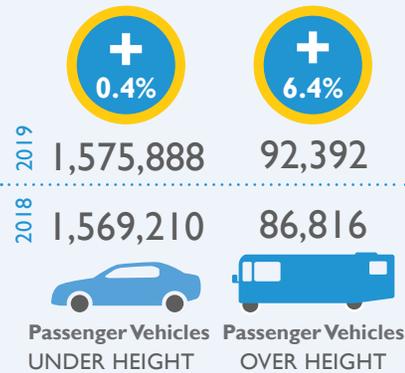
Tourism remains a bright spot; however, growth is moderating and tourism is not expected to be a significant driver of growth going forward.

Emerging industries are contributing to diversification. The legalization of cannabis in October 2018 has led to the expansion of the industry on Vancouver Island. As of August 2019 there were 12 cannabis retail locations and 11 licensed producers on Vancouver Island. Film production is continuing and there is growth in craft breweries.

Tourism

Ferry Traffic

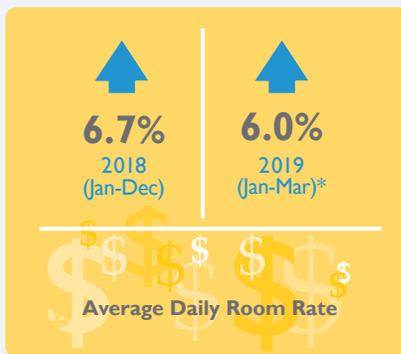
JAN-JUN YEAR-OVER-YEAR CHANGE



Source: BC Ferries.

Visitor Indicators

YEAR-OVER-YEAR CHANGE



Source: Destination BC, Provincial Tourism Indicators.
*Please note that as of September 30, 2019, visitor indicators for April to June 2019 were not available.

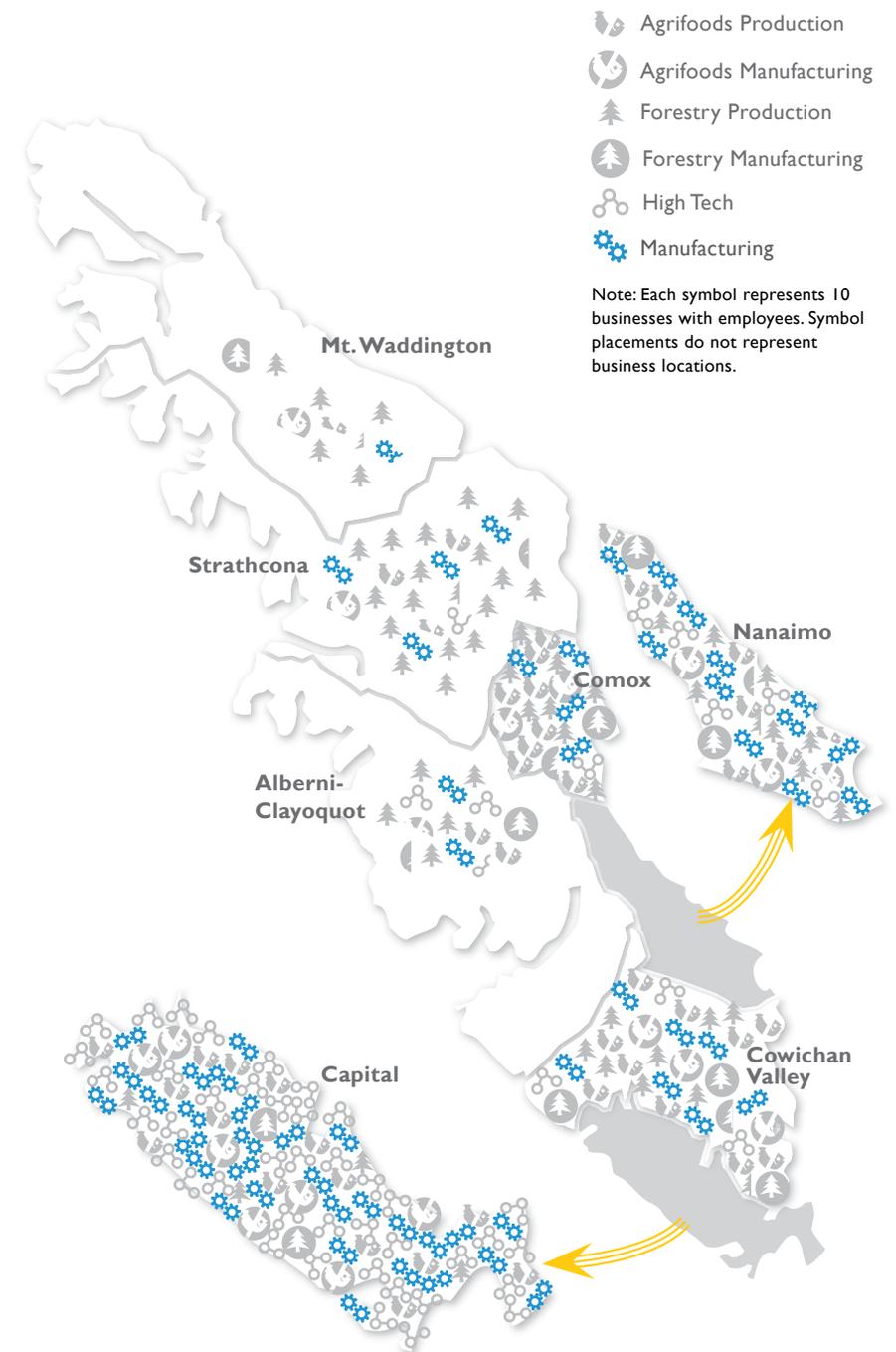
Tourism continued to be an important source of growth on Vancouver Island in 2018. However, there are indications that growth is slowing and gains in 2019 are expected to be modest. In the first six months of 2019, passenger volumes and vehicle traffic on BC Ferries were up 0.6% and 0.7% respectively. Passenger volumes at regional airports were up 1.1% from January to March, compared to the same period in 2018.

This is consistent with an overall slowdown in growth in tourism in BC. International overnight visitors to BC between January and June 2019 grew by 2.6%, year-over-year, compared to 4.9% year-over-year growth in 2018. In Victoria, average occupancy rates declined by 1.1% between January and June, year-over-year, while passengers through Victoria International Airport declined by 3.3% year-over-year.

Manufacturing

Distribution of Manufacturing Businesses

EXCLUDING MANUFACTURERS OF FOOD AND BEVERAGE, FOREST PRODUCTS AND HIGH TECH, ACROSS VANCOUVER ISLAND | RELATIVE TO OTHER KEY INDUSTRIES WITHIN REGIONAL ECONOMIES

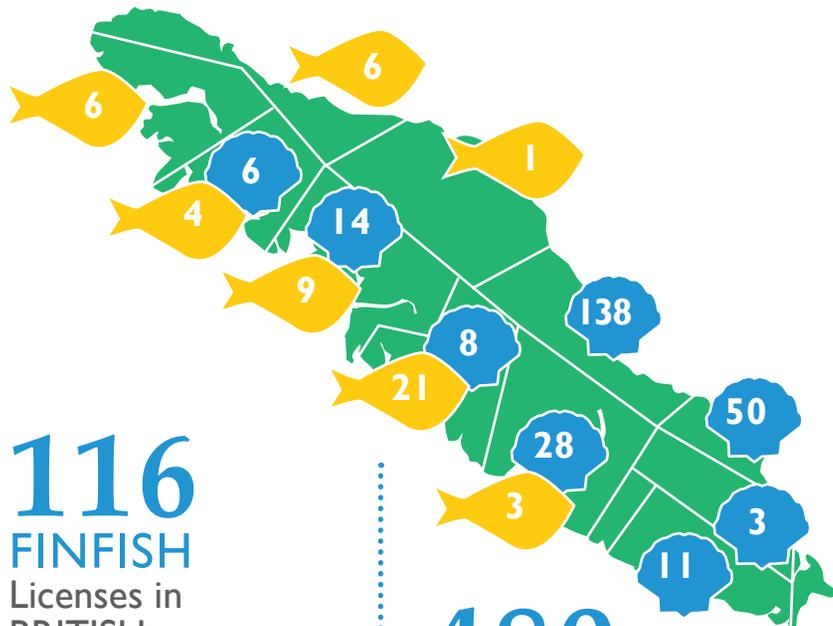


Source: Statistics Canada, Business Register.

Aquaculture & Agriculture

Shellfish and Finfish Licenses

FINFISH—MAY 2019; SHELLFISH—JUNE 2019



116
FINFISH
Licenses in
BRITISH
COLUMBIA

50
FINFISH
Licenses on
VANCOUVER
ISLAND

43%
of all BC Licenses
on VANCOUVER
ISLAND

480
SHELLFISH
Licenses in
BRITISH
COLUMBIA

258
SHELLFISH
Licenses on
VANCOUVER
ISLAND

54%
of all BC Licenses
on VANCOUVER
ISLAND

Source: Department of Fisheries and Oceans, Current Valid British Columbia Shellfish Aquaculture License Holders as of June 27, 2019.

Department of Fisheries and Oceans, Current Valid British Columbia Finfish Aquaculture License Holders as of May 31, 2019.

Aquaculture & Agriculture

BC Aquaculture Production

ANNUAL AVERAGE 2012 TO 2017 (\$ Millions)

\$22.4
SHELLFISH



\$544.9
FINFISH



\$567.3
TOTAL



Note: Data were not available for the value of scallops farmed in 2015 and 2016, and, as a result, the Total Shellfish and Total Aquaculture Production average values are marginally understated.

Source: Department of Fisheries and Oceans, Aquaculture Production Quantities and Values.

After declining in 2017, salmon production in BC remained stable in 2018. Export data from the first six months of 2019 indicate exports have fallen by approximately 12%, compared with the same period in 2018.¹⁶ Most of the decline in exports was to Asian markets.

Oyster production and sales declined after a series of norovirus outbreaks between 2016 and 2018 led to the closure of some farms.¹⁷ To help stabilize production, the provincial government introduced the BC Oyster Recovery in June 2018, which provides farmers with up to \$10,000 to help restock oyster beds.

In the near term, aquaculture production is expected to remain stable; however, there is a risk that the escalation of trade tensions with China could affect the export market for BC seafood. There is also considerable uncertainty around future production after the provincial government and three First Nations agreed on a path forward for fish farms operating in the Broughton Archipelago.¹⁸ Ten fish farms will close by the end of 2022, and a further seven will close by the end of 2023 unless First Nation industry agreements are successfully negotiated. In addition, new rules around the granting of tenures come into effect in June 2022 that are intended to protect wild salmon stocks and ensure First Nations consent is obtained for operations in their territories.

¹⁶ Canadian International Merchandise Trade Database.

¹⁷ Government of BC. "Province supporting oyster aquaculture sector in coastal communities." Available here: <https://news.gov.bc.ca/releases/2018AGRI0040-001198>.

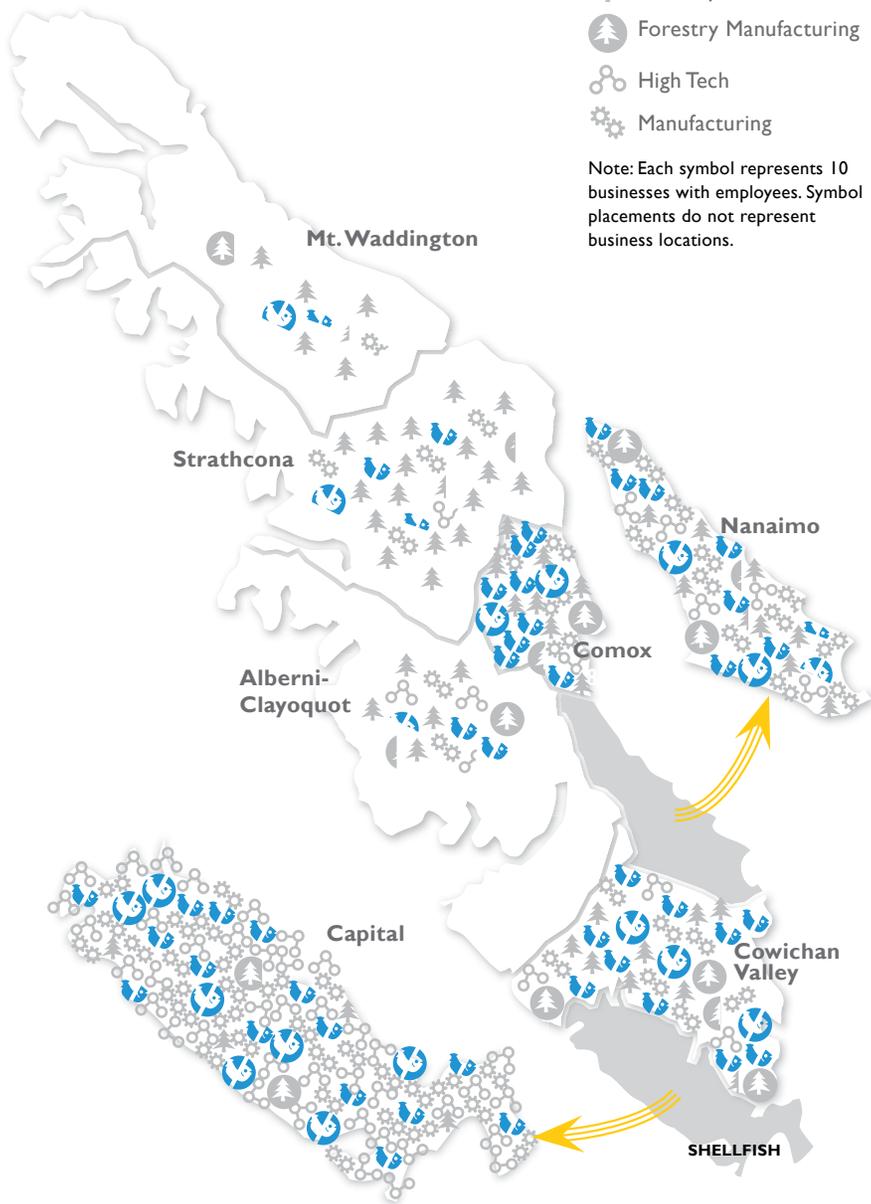
¹⁸ Government of BC. "Government, First Nations chart path for aquaculture in Broughton Archipelago." Available here: <https://news.gov.bc.ca/releases/2018PREM0151-002412>.

Aquaculture & Agriculture

Distribution of Agrifoods Businesses ACROSS VANCOUVER ISLAND | RELATIVE TO OTHER KEY INDUSTRIES WITHIN REGIONAL ECONOMIES

-  Agrifoods Production
-  Agrifoods Manufacturing
-  Forestry Production
-  Forestry Manufacturing
-  High Tech
-  Manufacturing

Note: Each symbol represents 10 businesses with employees. Symbol placements do not represent business locations.



Island Liquor Crafting a New Industry

GUEST CONTRIBUTOR

Quintin Winks, Consultant

Investors Group Financial Services Inc.

Craft beer breweries are really community hubs. They've become the Starbucks of the past five years.

Ken Beattie
Executive Director
BC Craft Brewers
Guild

A decade ago Dave Brimacombe was a military man and an alcohol tourist. Wherever the Canadian military posted him, Brimacombe would dive into the local drinks while gathering intelligence to one day start his own distillery. When the British Columbia government enacted changes to liquor laws in 2013, Brimacombe was stationed at CFB Comox on Vancouver Island. He retired early and seized the opportunity.

“Because of the regulatory changes, I saw the writing on the wall, Brimacombe says. “I wanted to be one of the pioneers in the industry and so I got going on it.” Brimacombe is the co-founder of Wayward Distillery in the Comox Valley. Since starting his business five years ago, he has seen an explosion of craft alcohol on Vancouver Island.

The rapid expansion is due in part to those regulatory changes, which eliminated stiff markups on spirits and wines manufactured in BC as long as they are produced in limited volume and made from scratch with BC ingredients. That leveled the playing field for local producers whose overhead is higher than competing overseas corporations. “It is significantly more expensive to hire BC staff and to own facilities in BC and so it costs more to make it, but now we don't get marked up,” says Brimacombe. While he praises how far the liquor laws have come in recent years, Brimacombe notes they still have a long way to go. More on that later.

Unlike spirits and wines, craft breweries do not get the same tax breaks for brewing with local ingredients. But they have received other regulatory concessions. Tasting rooms allow for vat-to-table sales at the brewery, which eliminates the cost of bottling and shipping

Source: Statistics Canada, Business Register.

Also driving the explosion are changes in the way producers of craft alcohol are doing business, consumer preferences and technology.

The new business model, for breweries and distilleries in particular, is focused on the local community rather than national or international markets.

beer. They also create a space for people to gather, enjoy a drink and socialize without the limitations of a bar or pub. Sooke Brewing, which opened its doors in 2017, sells almost all of its beer through its tasting room and ships very little out of the building. The primary goal of the five owners was to create something for the community. Sooke is a growing and changing place and they wanted to create a hub that the community really needed, says John Adair, head brewer.

What's more, tasting rooms provide quick cash flow to craft producers, who face significant start-up costs. Recent zoning bylaw changes means more communities are seeing craft breweries open in industrial areas, where rent is cheaper. Old auto shops and fish processing plants are particularly well suited for conversion into craft breweries, says Beattie, of the Brewers Guild. As people patronize these establishments it brings new vibrancy to industrial areas.

Such changes have led to breweries popping up everywhere on Vancouver Island and across the province. Where there used to be less than 40 breweries just a few years ago, there are now more than 180. With that has come increased competition. In Nanaimo, a city of 100,000, there are two craft breweries already operating and applications have been submitted for two more. In this environment, breweries focus on the local market and differentiate their products through flavour. Consequently people's palates are changing and there is more demand for beers that few would have enjoyed 20 years ago. It all began with hoppy India Pale Ales, or IPAs, then swung to sessionable ales, then sessionable IPAs. Then along came juicy, New England IPAs followed more recently by sours. Now lagers and Pilsners are making a comeback, says Beattie, who has a handle on the latest trends as executive director of the Brewers Guild.

Barrel-aged beers are also appearing, all of which speaks to the evolution of consumer tastes. Harley Smith is a partner and brew master for Nanaimo's Longwood Brewery. The brewery has been operating for the past six years and primarily bottles its beer for distribution to liquor retailers. His most significant business challenge is getting access to government liquor stores, he says. Brimacombe makes the same observation for his spirits.



FROM TOP
Products from
Wayward Distillation
House, Longwood
Brewery, Sooke
Oceanside Brewery,
40 Knots Winery

While laws have changed to allow more private competition, BC Liquor Stores are still prevalent and in many rural towns are the only option. Yet they won't open their doors to local beers and spirits. "Every craft brewery should have access to a couple of government liquor stores," Smith says.

While craft brewers have also been shut out of the grocery store experiment, in which grocery stores are allowed to sell alcohol, progress is slowly being made. Craft brewers have been recently invited to list seasonal products, such as pumpkin beers, in BC Liquor Stores. On the marketing front, craft brewers are embracing technology. The BC Ale Trail app was created for locals and alcohol tourists alike. It offers a map showing breweries in respective regions. The Victoria Ale Trail and the two Vancouver Island Ale Trails list 34 brewery locations from Victoria to the Comox Valley.

While beers and spirits have been growing exponentially, BC wineries have been ascending the scale of international recognition. And climate change might create a significant business opportunity for wine producers on Vancouver Island. Major wine-producing regions, like California and the Okanagan, by 2050 might be too hot and dry to continue business as usual. That creates opportunity for Island wine producers who may be able to grow hotter variety grapes says Brenda Hetman-Craig, owner of 40 Knots Vineyard & Estate Winery in Comox. Island producers are already capitalizing on a burgeoning trend in consumers seeking not just organic wines, but biodynamic ones as well. The term biodynamic refers to production principles that care for and protect everything in the wine-making process, from the bumblebee to the soil, water, workers and the environment.

"It's a fancy word for traditional farming," says Hetman-Craig. "Land here on the Island is very pure. This vineyard (40 Knots Winery) was the first time this land was ever farmed. So Canada really has an advantage because we are farming a lot less and the land is more pure." It's hard to say what the saturation point is for craft alcohol on Vancouver Island, but as regulations change and producers hone their business acumen, the market will dictate the success stories. In the meantime, Cheers!

2018 was a difficult year for the forestry industry on Vancouver Island,

as employment and production declined. The ongoing fibre supply issues were made worse by the 2018 summer wildfire season, which led to suspended operations at the Ladysmith sawmill and a complete postponement of harvesting in coastal regions by Western Forest Products in August and early September.^{19 20}

There was significant volatility of lumber prices in North America throughout 2018. The first half of the year was defined by historically high prices due to delayed deliveries caused by weather issues in BC.²¹ As shipments picked up in the second half of the year, increased supply led to falling prices.

Going forward, US housing starts are expected to remain flat while lumber prices are projected to remain low. Consequently, continued declines in production and employment on Vancouver Island are expected.

The decline in prices means that the lack of a softwood lumber agreement with the US and the resulting duties are beginning to impact some producers. In 2018 Western Forest Products acquired a distribution and processing facility in Washington State and the assets of a wood product manufacturing company, in part to offset the impact of the softwood lumber duties by moving some operations to the US.²²

Overall, softwood lumber shipments to the US from the BC coast declined by 14% in 2018, while production declined by 5%, compared with 2017.^{23 24} In the first half of 2019, softwood exports from BC to the US were down approximately 10% while production on the BC coast was 8% lower than in the same period in 2018.²⁵ Lumber prices continued to decline as the spring building season was delayed by prolonged winter weather.²⁶

19 Ladysmith Chronicle. Available here: <https://www.ladysmithchronicle.com/news/ladysmith-sawmill-operations-suspended-due-to-log-shortage/>
20 Western Forest Products. 2018 Annual Report.

21 Canadian Forest Industries. 2019 Lumber Market Outlook. Available here: <https://www.woodbusiness.ca/2019-lumber-market-outlook-5420/>
22 Western Forest Products. 2018 Annual Report.

23 Global Affairs Canada. "Monthly Export Reports (Canada-US)". Available here: https://www.international.gc.ca/controls-controles/softwood-bois_oeuvre/index.aspx?lang=eng.

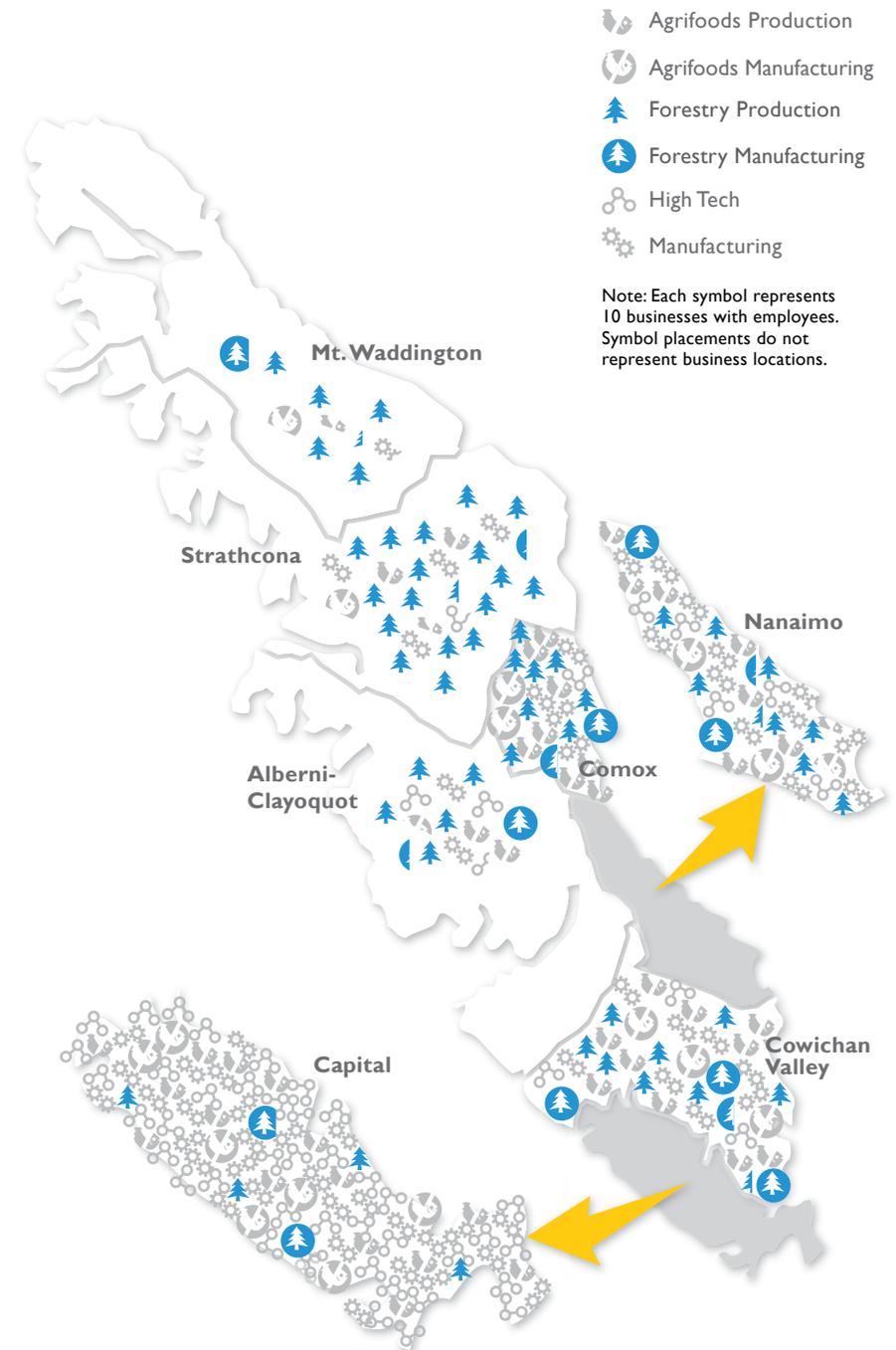
24 Statistics Canada. Table: 16-10-0045-01. Lumber, production, shipments and stocks, monthly.

25 Statistics Canada. Table: 16-10-0017-01. Lumber, production, shipments and stocks, monthly.

26 Western Forest Products. 2019 First Quarter Report.

Distribution of Businesses

ACROSS VANCOUVER ISLAND | RELATIVE TO OTHER KEY INDUSTRIES WITHIN REGIONAL ECONOMIES



Source: Statistics Canada, Business Register.

Forestry

Distribution of Forestry Sector Employment

VANCOUVER ISLAND 2018



Timber Processing Facilities

VANCOUVER ISLAND 2018



Source: Ministry of Forests, Lands and Natural Resource Operations, Major Timber Processing Facilities in BC, 2017/18.

*Includes Chip Mills, Veneer Mills and Shake and Shingle Mills.

DID YOU KNOW?

In January 2019, the BC government instituted the Coast Forest Sector Revitalization Initiative²⁷ in an effort to reverse the “systemic decline” of the coast forest sector. The plan includes a series of legislative, regulatory and policy changes aimed at rebuilding solid wood and secondary industries, ensuring more fibre is available for domestic mills, maintaining a credible auction system, fostering stronger relationships between First Nations, major licensees and BC Timber Sales, and restoring public confidence in the sector.²⁸ Effective July 1, the fee structure for log exports was revised to be based on local harvesting economics, while a coastal fibre recovery zone was established and penalties for discarding wood waste were introduced to encourage wood waste being sent to pulp and paper manufacturers.²⁹



27 BC Government News. “Forest policy reforms to rebuild coast forest sector.” Available here: <https://news.gov.bc.ca/releases/2019PREM0003-000046>.

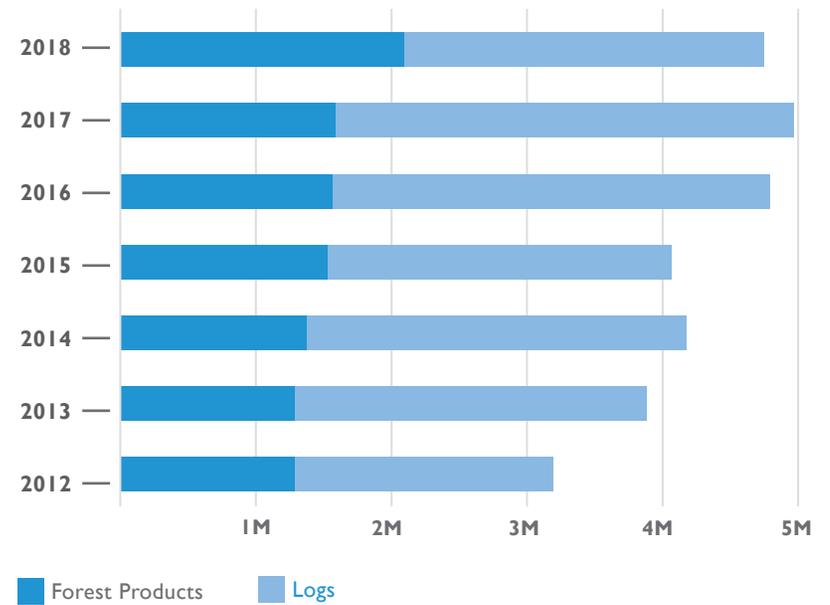
28 Coast Forest Sector Revitalization Initiative Booklet.

29 BC Government News. “Forest policy reforms to rebuild coast forest sector.” Available here: <https://news.gov.bc.ca/releases/2019PREM0003-000046>.

Forestry

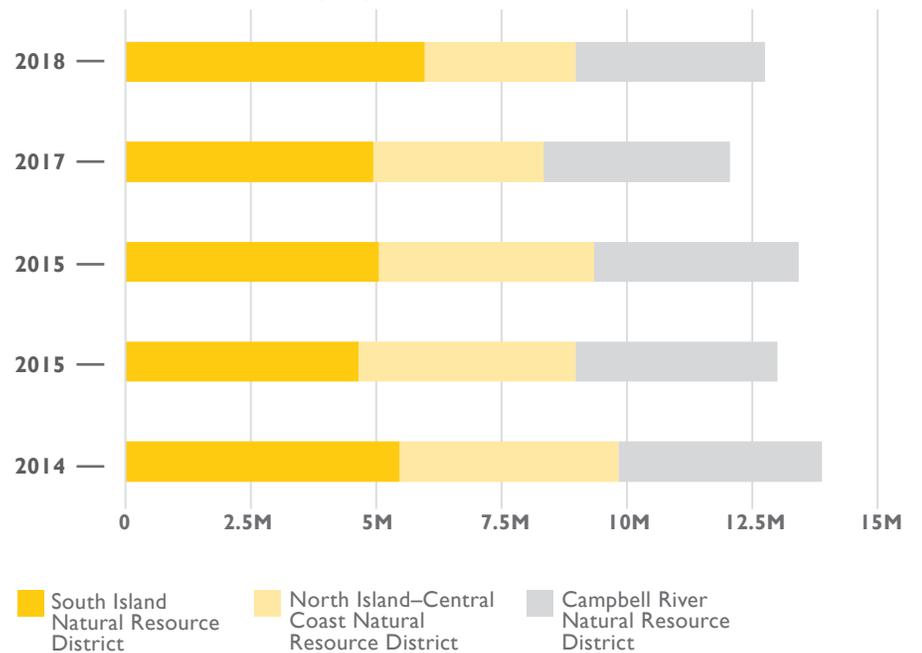
Forest Product and Log Cargo Volumes

THROUGH PORT ALBERNI AND PORT OF NANAIMO IN METRIC TONNES



Source: Nanaimo Port Authority Cargo Statistics, Port Alberni Port Authority.

Harvest Volumes on Crown Land by Natural Resource District (m³)



Source: Ministry of Forests, Lands and Natural Resources Harvest Billing System.

Coast Forest Sector Revitalization

Positioning for Long Term Success

GUEST CONTRIBUTORS

Ministry of Forests, Lands, Natural Resource

Operations and Rural Development Contacts

Pip White, Cascadia Projects

Bret Torok-Both, Coast Capital Savings

George Hanson, VIEA

According to an economic impact study prepared for the Council of Forest Industries, in 2016 forestry in the region supported 21,000 jobs with an estimated 10,000 on Vancouver Island and over \$2.1 billion in gross domestic product.³⁰ If you are a resident on Vancouver Island, most likely you know someone who works in the woods, in a sawmill or in another role in the forest sector. You have also likely driven by large residual wood fibre piles in the spring or fall and met log trucks or chip trucks on the roads taking fibre to market. The forest sector is tough to miss.

Since 2003, provincial policy promoted the forest sector to find the highest margin for provincial fibre. This led to many businesses increasing their focus, and reliance, on exporting logs to other jurisdictions. At home, when initiating the manufacture of the timber into logs in the woods, the policy of “take or pay” encouraged licence holders to take what fibre from which they could generate the highest profit and leave what is less desirable at the harvest site as residual fibre. This was further complicated by specific and binding

³⁰ “British Columbia’s Forest Industry and the Regional Economies”, (March 2019). Available here: https://www.cofi.org/wp-content/uploads/FINAL-COFI-Regional-Economic-Impact-Study_Final_March2019-2.pdf.



supply agreements that did not encourage the removal of less valuable wood that may have been more difficult to haul. These practices of business determining and acting on what they deem the highest and best use of provincial timber is changing. Beginning in 2018, the BC government began an initiative called the Coast Forest Sector Revitalization.

The main goal of Coast Forest Sector Revitalization is to develop a fair and lasting strategy to create more jobs from processing logs in BC. It starts with making forest policy changes to ensure public resources are used and managed in a way that has the greatest contribution to and for British Columbians. The overall desire is for more value-added manufacturing providing Vancouver Island communities an economic base for local taxes, a more diverse business mix, and an economic connection to the surrounding lands and forests.

This revitalization includes a focus on greater domestic processing and greater utilization of residual fibre. To increase the use of residual fibre the Province of BC has introduced fibre recovery zones on Vancouver Island and the coast where companies will be fined

for leaving avoidable waste above a threshold level in the forest. The provincial government estimates 2.4 million cubic metres of avoidable waste is produced on the coast and Vancouver Island annually.³¹ This is a significant increase from 800,000 cubic metres in 2003. A key element of the Coast Revitalization Strategy is to make greater use of the waste and residual fibre beyond current practice. Some of this fibre can be directed to traditional uses such as chips for pulp mills and firewood. Opportunity also exists to introduce new uses and associated industries such as the production of biofuels and carbon sequestration.

In spring 2019, the Vancouver Island Economic Alliance (VIEA) received a grant from the BC Rural Dividend Program to undertake a Wood Recovery and Fuel Reduction Pilot project in the Cowichan Valley. In addition to the government grant, sponsorship has been provided by Khowutsun Forest Services (KFS), MNP, the Inland Group, and Mosaic Forest Management. The goals of the project are to build business-to-business relationships within forestry and wood industries in order to expose and pursue innovative, cost-effective approaches to wood waste management; help mitigate fire hazard risk by reducing fuel in the forest; and help further wood manufacturing by solving the number one barrier to wood industry investment—secure access to fibre.

FP Innovations is also involved in the project and, working with KFS, they are providing expertise on alternatives for dealing with waste in harvest blocks and logistics for getting residual fibre to processing facilities. Some of these ideas will be tested in harvest settings in conjunction with KFS on private forestry land managed by Mosaic Forest Management.

To date, the project has included an initial plenary session out of which a working group has been formed. The working group is gathering information from both traditional businesses and new businesses on their requirements for fibre. This information is being used to develop specific activities for testing through the KFS/Mosaic partnership in conjunction with FP Innovations. In addition to the technical aspects of dealing

with waste in the block, the project will be looking at the economics of possible solutions for greater utilization of the residual and waste fibre.

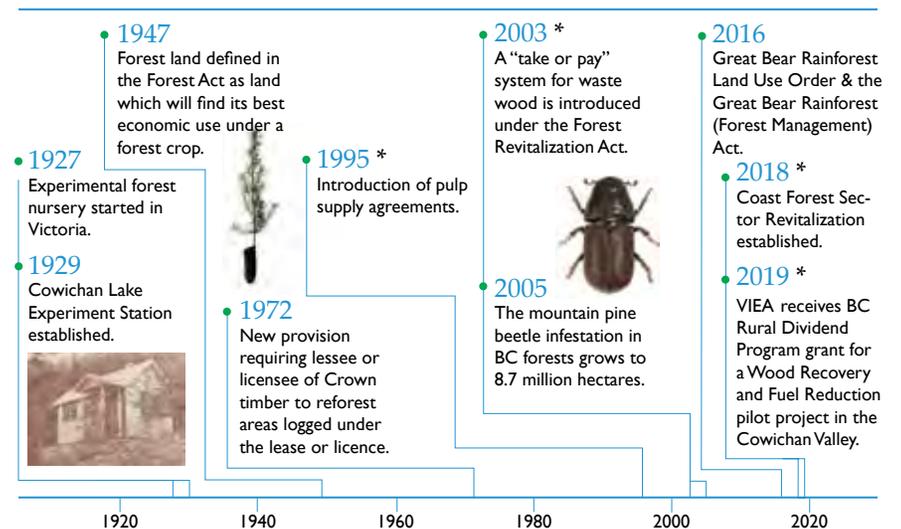
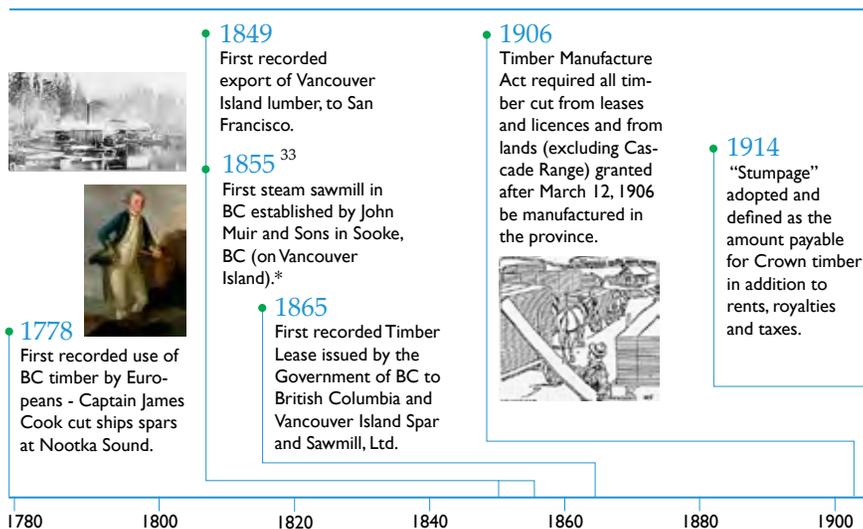
THE FOREST SECTOR ON VANCOUVER ISLAND HAS A STRONG PAST AND VIEA SEES AN OPTIMISTIC FUTURE. We believe that with the help of the provincial government and industry stakeholders, we have been able to secure a hold on one thread of what we have called the ‘Gordian Knot’—the complex tangle of historic forest practices—with hopes that as we continue working with industry stakeholders, we will be able to unwind some of this complex weave to find solutions worthy of a more progressive and sustainable 21st century industry. We believe that as we continue to explore alternative possibilities and get the correct groups of decision makers together, we can begin to rebuild this essential industry.

WHAT DOES ALL THIS MEAN? It means that leaving 20% avoidable waste behind on the forest floor is no longer acceptable because new and existing industries need this fibre, and because it is a forest fire hazard if left; it means that new thinking is required to find cost-effective ways to manage and transport this fibre that is currently left on the forest floor as ‘waste’; it means that with aggressive harvesting and milling of pine beetle timber now on a steep decline in the BC interior and annual allowable cuts falling province wide, the demand for coastal fibre will be greater than ever and that thoughtful work must be done to find the highest and best uses for every stick of the wide variety of coastal fibre.

It means that change is on the horizon and that we must be ingenious and determined in our search for pragmatic solutions to achieve greater diversity in the industry, greater resiliency in our communities, and greater wealth generation from stable and sustainable 21st century practices.

As the Chinese proverb says: ‘If you don’t change direction, you will end up where you are headed.’ We think we are seeing the beginnings of a significant industry course correction. Time will tell as we continue unraveling the ‘knot.’

BC FOREST SERVICE TIMELINE (EXCERPTS)³²



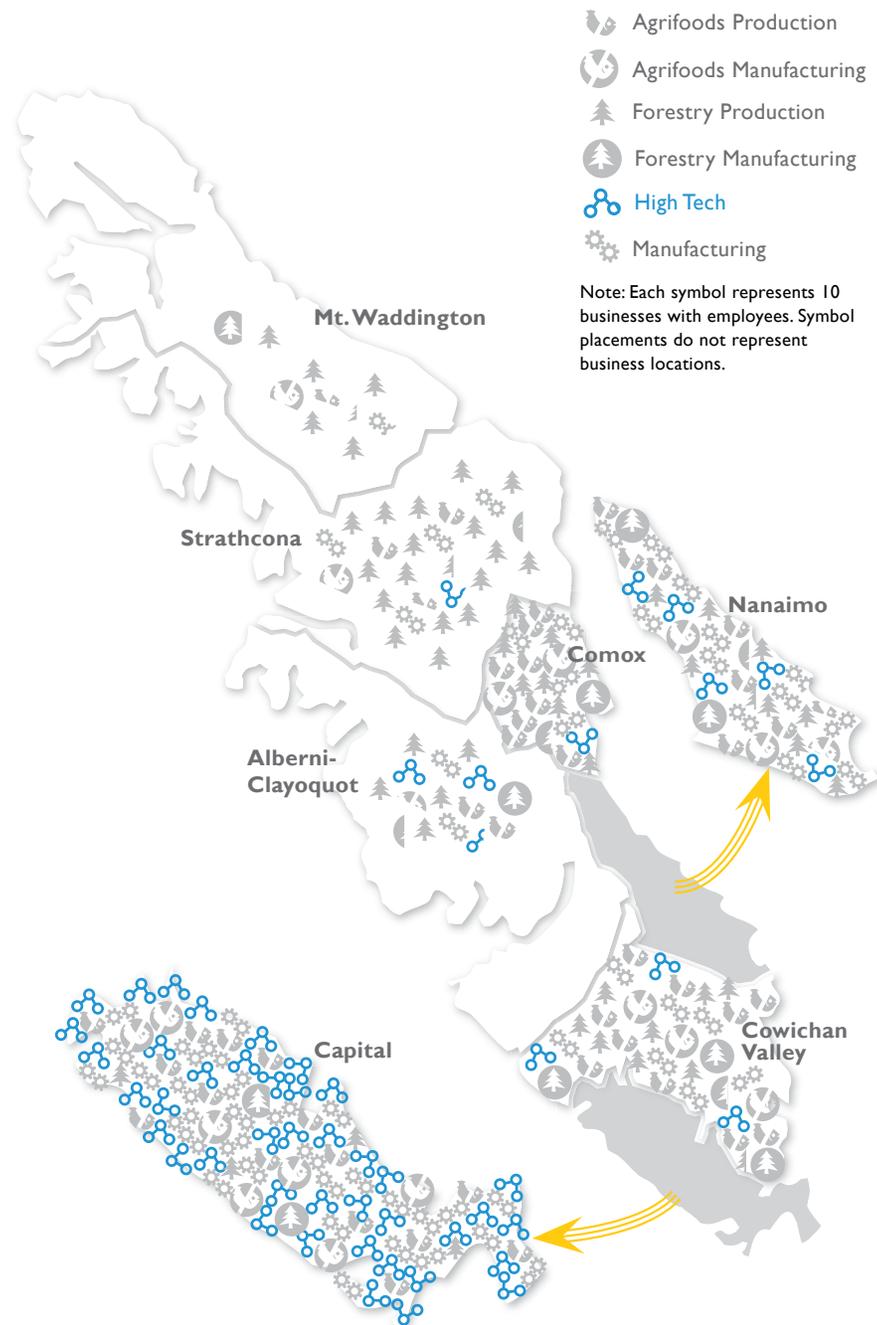
31 “Rebuilding B.C.’s Coast Forest Sector Keeping the Wealth in B.C.”. www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/coast-forest-sector-revitalization/coast_forest_sector_revitalization_web.pdf
 32 Parminter, J 2012, *BC Forest Service Timeline*, BCFS, accessed 12 Sept 2019, <bcfs100.ca/bcscripsts/timeline.asp>
 33 BC Archives, accessed 12 Sept 2019, <<https://search-bcarchives.royalbcmuseum.bc.ca/john-muir-and-sons-sawmill-sooke-bc-first-sawmill-on-vancouver-island>>.

Note: * not included in BC Forest Service timeline.

High Technology

Distribution of Businesses

ACROSS VANCOUVER ISLAND | RELATIVE TO OTHER KEY INDUSTRIES WITHIN REGIONAL ECONOMIES



Source: Statistics Canada, Business Register.

Island Tech

GUEST CONTRIBUTOR

Graham Truax, Innovation Island

British Columbia is home to a vibrant and growing technology sector and Vancouver Island is an increasingly significant part of that growth. The technology sector is a major driver of innovation and economic benefit in BC. Total revenue for this sector in 2017 was \$29 billion.³⁴

While British Columbia's technology sector is still relatively small from a global perspective, it continues to grow in size and importance. The technology sector in Greater Victoria now accounts for over \$5 billion in economic impact and the industry is considered the region's biggest employer with over 16,000 tech-based jobs.³⁵ Since 2014, Innovation Island's client base has created over 160 new tech-based jobs and \$16.2 million in new revenue, and attracted \$16.9 million in early-stage technology investment.³⁶

By most industry-standard metrics, Canada has consistently accounted for approximately 4% of global tech-based productivity over the past decade³⁷ and British Columbia represents about 20% of Canada's performance in the marketplace (see table below).³⁸ The 2017 Canadian ICT Sector Profile, provided by Innovation, Science and Economic Development Canada (ISED), states that "there are just under 40,000 companies" now working in the Canadian information and technology sector. The Province's Profile of the BC High Technology Sector (2017 Edition) provides additional reference data.

| Canada | BC Share | Percentage |
|-------------------|------------------|------------|
| \$184B in Revenue | \$29B in Revenue | 16% |
| \$83B in GDP | \$17B in GDP | 20% |
| \$24B in Exports | \$6B in Exports | 25% |

Considering the daunting size of the global tech industry and both national and provincial stand-

³⁴ Profile of the British Columbia High Technology Sector, BC Stats, 2017 Edition.

³⁵ VIATEC Impact Study 2018.

³⁶ Innovation Island Technology Association Data.

³⁷ The State of Canada's Tech Sector, the Brookfield Institute for Innovation + Entrepreneurship.

³⁸ BC Technology Report Card, <https://wearebctech.com/2018-bc-technology-report-card/>.

The 2017 Canadian ICT Sector Profile, provided by Innovation, Science and Economic Development Canada (ISED) states that “there are just under 40,000 companies” now working in the Canadian information and technology sector.

points (outside of Vancouver), communities in all regions are playing an increasingly stronger role in making our province a technology leader. Over just the past five years, thousands of technology jobs have been created in regions across BC outside of the Lower Mainland, with more being created every month. Under Innovate BC’s Venture Acceleration Program (VAP), within the province’s regional and rural communities, excluding Vancouver and the Lower Mainland, just under \$200 million of direct financial impact has been achieved, with close to 1,000 tech-based jobs.

Somewhat proportionately, and befitting of smaller communities, the vast majority of tech in this province is small business. In a recent report by BC’s Innovation Commissioner, it was stated that “the tech sector in BC consists of a growing base of companies across a diverse range of sub-sectors [with] 90% of tech companies having less than 10 employees ~ with a focus on services (93%) rather than manufacturing.”

Industry Canada defines a small business as one with fewer than 100 paid employees and a medium-sized business as one with at least 100 and fewer than 500 employees. In the tech sector, businesses with less than nine FTEs (full-time employees) can be referred to as micro-enterprises or micro-businesses. Many of these businesses are single-person entities, working as contractors or consultants, or what are known as solopreneurs or freelancers, typically, with annual recurring revenue(s) of less than \$1 million.

The tech sector, by design, is a fast-moving ever-changing marketplace filled with new developments and terms that are often difficult to interpret, forecast or measure. According to the Computing Technology Industry Association (CompTIA), we are now living in a \$5 trillion global information technology ecosystem; with more than 50 million industry and tech professionals who design, implement, manage, and safeguard the technology that powers the world’s economy.³⁹

The technology sector is defined by “industries that produce high technology goods and services as their ultimate outputs,” according to the North American Industry Classification System (NAICS). However, in business terms,

³⁹ 2019 Industry Outlook (CompTIA) <https://www.comptia.org/resources/it-industry-trends-analysis>.

a technology or innovation company can be considered an entity that builds proprietary products or services and/or uses third-party products/services in unique or innovative ways, and then takes those products/services to market.

While NAICS codes do provide wide-ranging industry definitions and employment data, they do not capture many tech-based startups or tech-related businesses and activities commonly considered tech in the growing digital economy. NAICS-based definitions, or innovation per se, is not unique to a specific group of industries, but can be found throughout the whole economy.

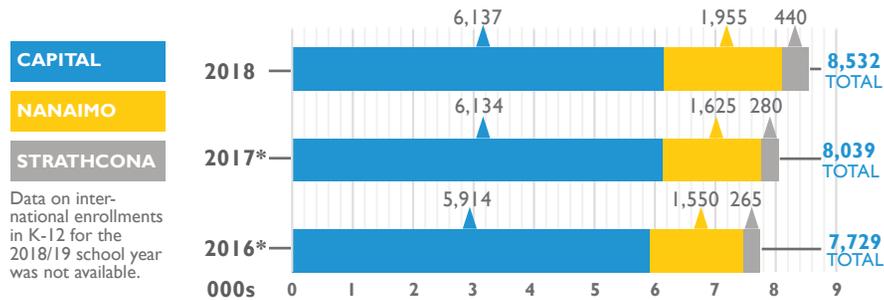
An increasing number of businesses, if not the vast majority of small- and medium-sized enterprises, rely on some form of technology to conduct their business. As such, many tech-based service providers (technicians or other knowledge-based specialists) “count” within NAICS workforce statistics. However, those workers may or may not truly represent tech-sector businesses. For example, most advertising or marketing agencies now consider digital media services commonplace; these businesses are proportionately represented to a given trade area or region within a modern economy. Businesses in tech that sell beyond a local or regional perspective are considered to have the growth and scalability potential that define tech ecosystems.

While more and more technology companies are choosing to do business in places like Vancouver Island— attracted to its excellent quality of life, reasonable access to an educated workforce, and relatively easy access to international markets— attracting new business is still a challenge as Vancouver Island is in a competitive environment globally with other regions and communities. Many of the companies able to choose an Island location do so for secondary offices, remote workers, and solopreneurs who are less dependent on the requirements for capital and talent. An attractive lifestyle for employees and lower overhead costs are certainly attractive to companies, but proximity to talent and capital are often the main drivers in location decisions. Additional inducements such as tax incentives, infrastructure advantages and R&D resources are often required to persuade firms to locate in a community.

Two of the major players that support, promote and foster growth in the technology sector on Vancouver Island are VIATEC and Innovation Island; for 20+ years they have been instrumental in fostering and encouraging growth in the technology sector on Vancouver Island. Whereas VIATEC focuses on Greater Victoria, Innovation Island represents the rest of the Island and Sunshine Coast. Both organizations deliver the Innovate BC, Venture Acceleration Program (VAP) focusing on technology companies.

Education

Post-Secondary International Enrollments
BY REGIONAL DISTRICT



Source: BC Ministry of Advanced Education, May 2019 Data Submission and BC HEADset. Please note that values for 2016 and 2017 have been revised from previous reports and reflect enrollments as of November 1 in each year.

Post-Secondary International Enrollments
ON VANCOUVER ISLAND



Source: BC Ministry of Advanced Education, October 2017 Data Submission, BC HEADset and BC Ministry of Education.

International student enrollment

at post-secondary institutions on Vancouver Island continued to grow in 2018, due to large year-over-year increases at Vancouver Island University and North Island College. International enrollments at the University of Victoria and Camosun College also grew in 2018, albeit at lower rates.

Slower growth in international enrollments at the University of Victoria is likely linked to tuition increases for international students. Tuition for incoming international students increased by 20% in 2018 and is set to increase by 15% in 2019, while tuition for current international students is set to increase by 4%.⁴⁰ Data were not available for K-12 international enrollments for the 2017/18 or 2018/19 school years.

Business counts in the educational services sector remained stable while employment grew. Employment growth in the sector was largely at the primary and secondary levels and reflects increased hiring in the public school system to meet class size and composition rules.

Going forward, enrollments are expected to continue to grow at modest rates. However, BC is heavily dependent on China for international students and ongoing and increased trade tensions could result in fewer students from China choosing to study in BC.

Businesses in Educational Services



Source: Statistics Canada, Business Register, December 2016, 2017, 2018.

Employment in Educational Services



Source: Statistics Canada, Labour Force Survey, Custom Tabulation.

⁴⁰ University of Victoria. "Board approves budget framework for 2018/19." Available here: <https://www.uvic.ca/news/topics/2018+budget-framework-2018-19+news>.



British Columbia Premier John Horgan gives a keynote presentation at the 2018 State of the Island Economic Summit in Nanaimo, BC.

Housing prices on Vancouver Island appear to be stabilizing after rising significantly between 2016 and 2018. Year-over-year changes between June 2018 and June 2019 ranged from a 1% decline in Victoria to a 9% increase in Port Alberni. These trends are consistent with an overall slowdown in BC's housing market as a result of changes to mortgage rules, higher interest rates, and the provincial speculation tax and foreign buyers tax.

Housing inventories are at historic lows in some areas of Vancouver Island, outside of Victoria.⁴¹ This lack of supply has fueled increases in homebuilding across the rest of Vancouver Island, though this trend is expected to slow moving forward due to declining housing demand as population growth slows.

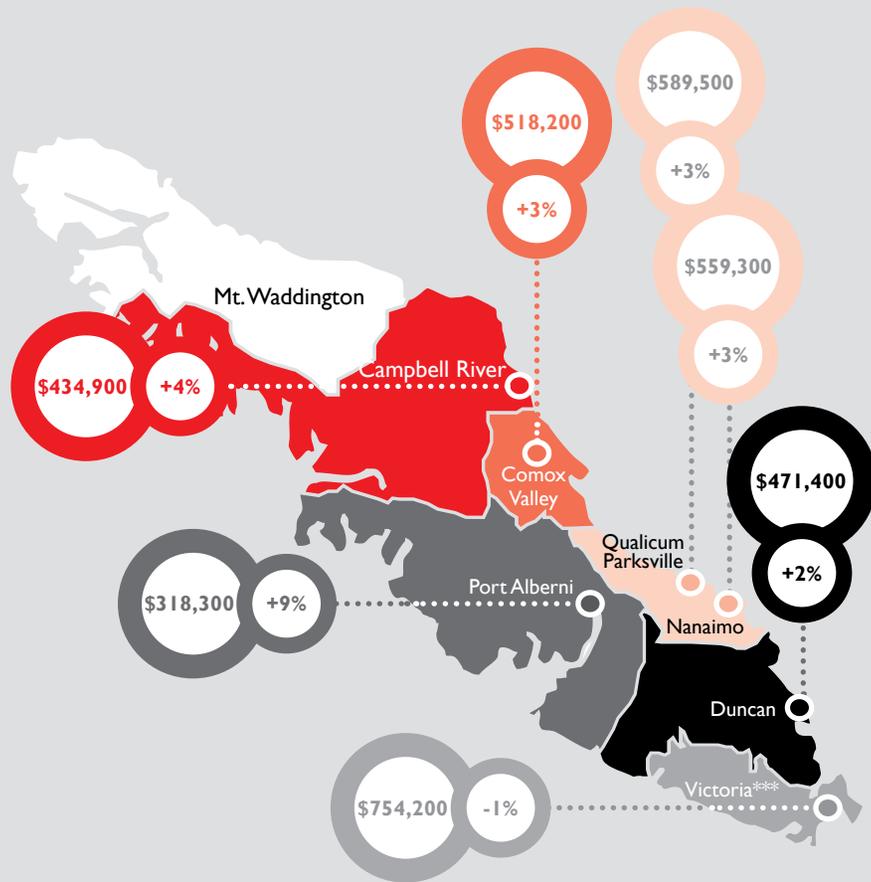
Affordability in Victoria remains a concern and significant price gaps between Victoria and the rest of Vancouver Island persist. Victoria home prices are expected to continue their decline moving forward due to slowing population growth and the current affordability issues.⁴² Housing prices outside the Capital region are expected to continue to grow modestly in response to continued population growth.

⁴¹ BCREA Economics. Housing Forecast, June 2019.
⁴² Ibid.

Cost of Living and Affordability

Housing—Benchmark Single Family Home Prices*

IN JUNE 2019 (GROWTH COMPARED TO ONE YEAR AGO)**



VANCOUVER ISLAND
\$514,400 | +4%

Source: Vancouver Island Real Estate Board Monthly Statistical Package June 2019, Victoria Real Estate Board Statistics Package for Media June 2019.

*The benchmark for single family home is a composite of one-storey homes (where the bedrooms, kitchen and dining rooms are on the same floor and the utility room and laundry room are generally located below ground) and two-storey single family homes (characterized by distribution of bedrooms on the upper floor(s) and a kitchen, living room and other day-to-day rooms on the main floor). This benchmark does not differentiate between attached and detached homes. (source: MLS Home Price Index Methodology – Benchmark Descriptions)

**In May 2019, the Altus Group, who manages the MLS HPI data for CREA and all participating boards including the VIREB and VREB, revised the historic benchmark single-family home prices on Vancouver Island. This process is part of their annual review in which adjustments to the definition of the benchmark home are conducted to match market trends. As a result, the benchmark prices reported in previous versions of the State of the Island report have been adjusted and the year-over-year change will not align with them.

***Victoria includes: Victoria, Victoria West, Oak Bay, Esquimalt, View Royal, Saanich East, Saanich West, Sooke, Langford, Metchosin, Colwood, Highlands, North Saanich, Sidney, Central Saanich, ML Malahat and Area, GI Gulf Islands.

Wages

Living Wages

FOR SELECTED COMMUNITIES ON VANCOUVER ISLAND



A living wage is the hourly wage rate that is required for a household to meet its basic needs and provide a basic level of economic security. Living wages are calculated based on a family of four in which both parents work full-time, one child is in full-time daycare and one child is in after school care. Costs used in the calculation include rental housing, transportation, food, clothing, childcare, medical expenses and miscellaneous expenses. The calculation does not include allowances for retirement savings, debt servicing or the costs of caring for an elderly, disabled or seriously ill family member.⁴³

The living wage on Vancouver Island ranges from \$16.59 in Comox Valley to \$20.50 in Victoria. Comparing the living wage with median wages on Vancouver Island suggests that most workers on Vancouver Island earn at least a living wage. However, median wages for food and beverage servers, janitors, couriers and aquaculture labourers are below the living wage in all communities.

There were no data available on earnings on Vancouver Island to assess wage trends. In BC, average weekly earnings grew by 2.1% per year between 2015 and 2018.⁴⁴ Inflation over the same period was similar at 2.2%.⁴⁵ The highest earnings growth was in the mining, real estate, management of companies and utilities sectors.

The BC minimum wage increased to \$12.65 per hour on June 1, 2018 and to \$13.85 per hour on June 1, 2019.⁴⁶ It is set to increase annually until it reaches \$15.20 in 2021. As the minimum wage continues to rise and tight labour market conditions persist, wage growth is expected on Vancouver Island.

43 Living Wage Canada, Canadian Living Wage Framework.

44 Statistics Canada. Table 14-10-0204-01 Average weekly earnings by industry, annual.

45 Statistics Canada. Table 18-10-0005-01 Consumer Price Index, annual average, not seasonally adjusted.

46 BC Government. "Minimum Wage". Available here: <https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/wages/minimum-wage>.

Wage Rates



Source: Living Wage Canada and Cowichan Valley Living Wage 2017.

Source: Government of Canada, Job Bank Wage Report, May 2019.

due to homeless individuals invading their space, loss of product off their shelves, and increased costs of staffing and security.” In addition, rising levels of homelessness lead to significant costs to taxpayers due to increased use of emergency services. Large homeless populations also negatively impact the reputations and safety of our communities. There is a growing concern that residents and tourists alike will avoid spending time in our downtowns because they no longer feel safe. As Catherine Holt of the Victoria Chamber of Commerce explains, “[our] tourism industry is absolutely based on Victoria having a reputation as being a clean and safe city to visit. [With tourism] as the foundation of our economy, that is what we have to protect. It is the same issue across Vancouver Island. Business owners are very concerned about the rising intensity of [the homelessness crisis] and the economic cost is going to be significant if we bruise our reputation.”

In order to tackle the many obstacles associated with rising homelessness, the federal and provincial governments—including BC Housing—are supporting community initiatives through funding and staff who are working on the ground to actuate coherent strategies. The approaches adopted by the federal and provincial governments have aided in the sharing of best practices between communities who, until now, have largely been dealing with homelessness in isolation. Out of necessity, regional and municipal governments have become engaged with community members and stakeholders, as well as the federal and provincial governments in order to work towards solutions.

The key to solving the homelessness crisis is collaboration, both within and between communities. Catherine Holt advocates for increased long-term solutions such as affordable non-market housing for working families and individuals, as well as therapeutic facilities with year or two-year-long programs to treat mental illness and addiction.

The homelessness coalitions that have been established in various Island communities provide forums so that multiple stakeholders can come together to create long-term action plans that tackle issues including affordable housing, opioid use, mental illness, and discrimination. As the CRDCEH explains, homelessness coalitions are “in the position to work at the micro, mezzo, and macro levels to support solutions for people experiencing homelessness, have dialogue [in our communities,] and look to systematic policy change.”

Kim Smythe asserts, “This is a problem that is not going to go away without aggressive implementation of homelessness action plans.” And as Signy Madden (United Way, Central & Northern Vancouver Island) puts it, “There are no quick fixes... we can’t push the problem from one community or neighbourhood to another. The only way that we’re going to address homelessness and help our communities be healthier, is if we do it together. The business community has a voice in creating thoughtful and logical solutions. I think business people have to say to their Chamber: ‘We want to be part of the solution.’”

Left alone, this issue will continue to cost taxpayers, businesses, and entire communities. Confronting the current state of homelessness on Vancouver Island requires immediate and significant human power and funding. Collectively addressing homelessness could offset the predicted increasing economic costs of homelessness continuing to escalate.

*Statistics are drawn from the Point in Time (PiT) Counts produced by communities across Vancouver Island. PiT Counts assess the minimum number of individuals experiencing homelessness in a community. PiT Counts are generally conducted bi-annually in order to measure trends in homelessness over time so that communities are better able to create and implement solutions. However, PiT Counts underrepresent the real number of homeless individuals and are not able to accurately measure those who have unstable housing or who periodically experience homelessness.

IN CLOSING...

We hope that you have found the information of this report valuable and informative and that you will take advantage of the benefit of access to the *data behind the data* available to you at viea.ca.

The intent of this document has always been to provide an overall and unbiased snapshot of the Island economy. With the professional guidance of MNP we are able to provide data that is meaningful and paints an accurate local picture that we continue to build upon. We take great care along the way to ensure that where opinions have been expressed, they are properly attributed. We continue to build upon previous data and with a number of years behind us we are able to get a real sense of what is transpiring in our own backyard. We are extremely proud of this work and believe it is a unique report in all of Canada. As always, we ask that if you feel we are missing a sector or key area, please let us know; especially if you have a reliable source of repeatable local data we can access.

The Economic Summit is hosted every year by the Vancouver Island Economic Alliance to provide a venue to explore and share ideas and to stimulate conversations that we can build upon. Having all sectors and industries, government and education, including students, present is what makes it a truly unique and innovative event. The State of the Island Economic Report is designed to supplement these meaningful discussions with reliable data, and in many cases, outcomes that result from discussions being had at the Summit. Every year is an opportunity to build upon these discussions and identify new areas of opportunity. For instance, in 2018, VIEA was successful in having Vancouver Island designated as a Foreign Trade Zone by the Government of Canada—FTZVI—an idea that grew from a conversation at a previous Summit.

I firmly believe that we are at a tipping point and in the coming years we are going to see significant investment and economic growth on the Island as a result of this designation. I look forward to the continued development and diversification of our Island economy and to being able to read about these successes in future Economic Reports. We will build this together as we leverage present advantages and remain alert to explore other opportunities that will emerge from our interactions.

—MARK SMITH, Chair VIEA

THANKS

to the generosity of our supporters and the expertise of researchers and staff at MNP, VIEA is proud to present the 5th edition of this report, an annual reading of the state of the Island economy and the key issues, trends and events that shape the way we live, work and do business on Vancouver Island.

The next edition of the report is planned to be released at VIEA'S 2020 State of the Island Economic Summit...

viea.ca

OCT
28 | 29
2020



If you would like to explore opportunities for strong, sustainable economic growth by engaging with an ever-expanding community of forward thinkers, policy makers and risk takers across sectors and all industries on Vancouver Island, then join VIEA.

Visit viea.ca to find out what we do and how you can get involved.

PREPARED BY





REQUEST FOR DECISION

To: ACRD Board of Directors

From: Wendy Thomson, General Manager of Administrative Services
Jenny Brunn, Acting General Manager of Community Services
Beaver Creek Water Advisory Committee

Meeting Date: November 25, 2020

Subject: **Boundary Extension – Beaver Creek Water System Local Service Area**

Recommendation:

THAT the Alberni-Clayoquot Regional District Board of Directors give first reading to Bylaw E1054-1, Beaver Creek Water System Local Service Area Amendment, 2020.

THAT the Alberni-Clayoquot Regional District Board of Directors give second reading to Bylaw E1054-1, Beaver Creek Water System Local Service Area Amendment, 2020.

THAT the Alberni-Clayoquot Regional District Board of Directors give third reading to Bylaw E1054-1, Beaver Creek Water Local Service Area Amendment, 2020.

Desired Outcome:

To extend the boundaries of the Beaver Creek Water System to include additional properties.

Background:

In 2012, the Alberni-Clayoquot Regional District (ACRD) Board of Directors established by Bylaw E1054, the Beaver Creek Water System Local Service Area (LSA) within a portion of electoral area "E" (Beaver Creek). The ACRD Board of Directors established the Beaver Creek Water Advisory Committee to advise the ACRD Board on matters relating to the Beaver Creek Water System.

The Beaver Creek Water Advisory Committee met on November 18th and considered the attached report regarding extending the boundaries of Beaver Creek Water System LSA to include properties located at 7685 Beaver Creek Road and 7620 Bainbridge Road. The Committee passed a resolution recommending the ACRD Board of Directors extend the boundaries of the LSA to include these properties.

As required under the *Local Government Act (the Act)*, the ACRD received a sufficient petition from the property owners of 7685 Beaver Creek Road and 7620 Bainbridge Road requesting to be included in the LSA.

Attached for consideration of three readings by the ACRD Board of Directors is Bylaw E1054-1, *Beaver Creek Water System Local Service Area Amendment, 2020* which extends the boundaries of the LSA to include these properties. The new boundaries of the LSA are defined on the attached map which forms part of Bylaw E1054-1.

Prior to adoption of this Bylaw, at least two thirds of the participants of the service area must consent to the adoption of the Bylaw. In this case, the service area participant is electoral area "E" (Beaver Creek).

If Bylaw E1054-1 receives three readings by the ACRD Board of Directors, ACRD staff will obtain consent from the Director for Beaver Creek (Director McNabb). Following consent, the Bylaw will be forwarded for consideration of adoption by the ACRD Board of Directors.

If Bylaw E1054-1 is adopted by the ACRD Board of Directors, these properties will be part of the Beaver Creek Water System LSA.

Time Requirements – Staff & Elected Officials:

Some staff time developing the amending bylaw and ensuring compliance with the Act.

Financial:

The costs for the provision of this service are borne by the service area participants.

Policy or Legislation:

Local Government Act applies.

Submitted by: Wendy Thomson
Wendy Thomson, General Manager of Administrative Services

Submitted by: Jenny Brunn
Jenny Brunn, Acting General Manager of Community Services

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



REQUEST FOR DECISION

To: Beaver Creek Water Advisory Committee
From: Jenny Brunn, Interim GM of Community Services
Meeting Date: November 18, 2020
Subject: Local Service Area Boundary Amendment

Recommendation:

THAT the Beaver Creek Water Advisory Committee recommend that the Alberni-Clayoquot Regional District Board of Directors amend the boundaries of the Beaver Creek Water System Local Service area to include District Lot 30, Alberni Land District, Except Plan 9787, THAT PT LYING E OF BEAVER CRK RD & S OF BAINBRIDGE Road, 7685 and 7620 Bainbridge Road.

Background:

In 2015, the property owners of 7620 Bainbridge Road applied for a water service connection which was paid for and installed. As this property was outside of the service area, it is understood that staff intended to amend the boundaries to bring this property into the service area at that time but this amendment never occurred. In November of 2019, an additional water connection application was made for this property and installed. It was assumed at the time that the property was within the boundaries as it already had a water service. In early 2020, staff realized that this recently serviced property was outside of the service area. Staff contacted the property owners to explain the options available to them; request to be included in the service area or choose to have their water services disconnected from the system. The property owners made a formal request to be included in the service area in late August.

If the above recommendation is passed by the Committee, Regional District staff will prepare an amendment to Bylaw E1054, Beaver Creek Water System Local Service Area, 2012 to include this property within the service area for consideration of three readings and adoption by the ACRD Board of Directors.

Financial:

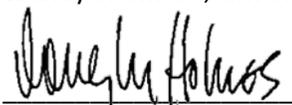
The water services for these properties have received and paid for water service since the installation of services. However, they have not been billed for parcel taxes. Once the service area boundaries are amended and the property is brought into the local service area, parcel taxes can be applied for future years.

Time Requirements – Staff & Elected Officials:

Staff time will be required to draft an amendment to Bylaw E1054, Beaver Creek Water System Local Service Area.

Submitted by: 
Jenny Brunn, Interim GM of Community Services

Reviewed by: 
Wendy Thomson, GM of Administrative Services

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

Chairperson

GM of Administrative Services/Corp. Officer

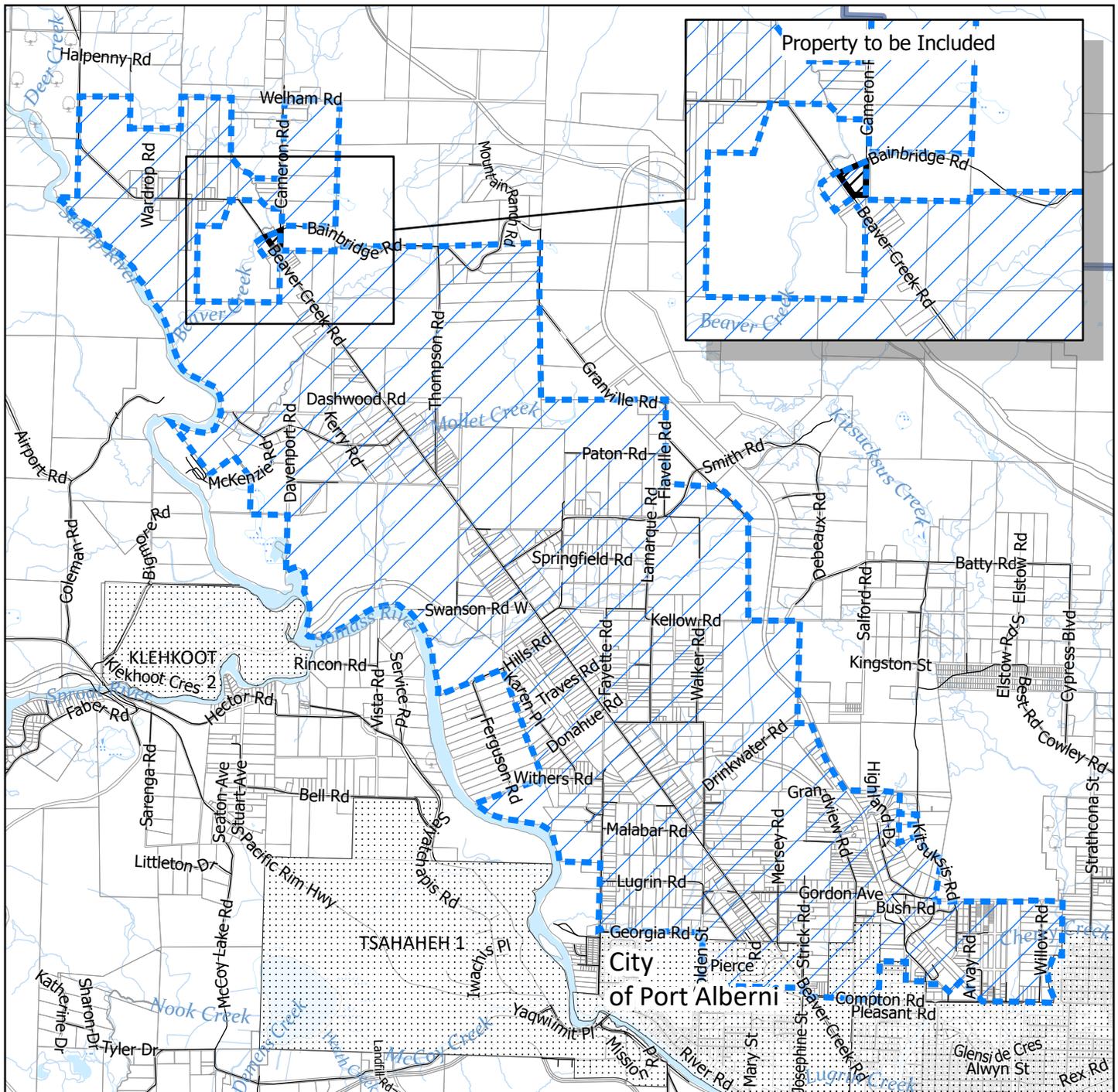
Certification:

I hereby certify the foregoing to be a true and correct copy of Bylaw E1054-1, *Beaver Creek Water System Local Service Area Amendment, 2020* as adopted by the Alberni-Clayoquot Regional District Board of Directors on the _____ day of _____, 2020.

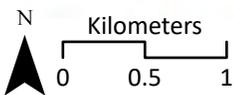
GM of Administrative Services/Corp. Officer

Schedule 'A'

This schedule is attached to and forms part of Bylaw E1054-1
 Beaver Creek Water System Local Service Area Amendment, 2020



Legal Description: DISTRICT LOT 30, ALBERNI LAND DISTRICT, EXCEPT PLAN 9787, THAT PT LYING E OF BEAVER CRK RD & S OF BAIN BRIDGE RD



-  Property to be Included
-  Beaver Creek Water Local Service Area



REQUEST FOR DECISION

To: Board of Directors
From: Brenda Sauve, Environmental Services Coordinator
Meeting Date: October 28, 2020
Subject: AVRA - Public request to Lease Lot # 9

Recommendation:

THAT the ACRD Board of Directors approve entering into a (3) three-year lease agreement with Formula Photographic Inc. for lot # 9 at the Alberni Valley Regional Airport (AVRA) effective January 1st, 2021 to December 31st, 2024 at a rate of \$1529.78 per year plus applicable taxes and yearly BC CPI increases.

Desired Outcome:

To lease lot # 9 at AVRA to build an aircraft hangar and office, with the possibility to expand it into a flight training business.

Summary:

A letter of interest (attached) has been received by Formula Photographic Inc. to lease and develop lot # 9 at the Alberni Valley Regional Airport (AVRA). The purpose of the lease is to build an aircraft hangar and office with the possibility to expand it into a flight training business.

Background:

Permitted uses under the AVRA Airport One Zone (AP-1) list, 1.1(f) aircraft hangar 1.1 (l) aviation training, as a permitted use. The applicant has submitted a site plan and building layout for the proposed structures.

Time Requirements – Staff & Elected Officials:

Some staff time is required.

Financial:

Formula Photographic Inc. will pay the ACRD \$1529.78 per year plus applicable taxed and yearly BC CPI increases.

Policy or Legislation:

The proposal meets the requirements of the AVRA AP-1 zoning. A notice of disposition will be placed in the Newspaper and on www.acrd.bc.ca. The Board of Directors must approve lease agreements in accordance with the ACRD Officers Delegation Bylaw.

Options Considered:

Defer further leases until Board adopts AVRA Vision and Master Plan.

Submitted by: B. Sauvé
Brenda Sauve, Environmental Services Coordinator

Reviewed by: Mark Fortune
Mark Fortune, Airport Manager

Approved by: Doug Holmes
Doug Holmes, Chief Administrative Officer



Formula Photographic Inc.
#32-1200 Edgewater Dr.
Squamish, BC
Canada V8B 0E7
604-849-0407
warwick@formulaphoto.com

October 27, 2020

LETTER OF REQUEST – LEASE LOT #9 at AVRA

ACRD Board of Directors,

Regarding my request for a lease of Lot #9 at the Alberni Valley Regional Airport, please find attached an outline for the buildings and proposed business I intend to develop at the site, and some personal resume information to show my involvement in aviation. I am currently the owner of a successful video production company, and am in the development stages of launching a 'destination specialty flight training' business, *Flying British Columbia*.

I currently reside in Squamish, BC but own property on Faber Rd, and have started the design phase of building a house there. I very much look forward to being a contributing member of the Alberni Valley business and aviation community.

Regards,

A handwritten signature in blue ink that reads 'W Patterson'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Warwick Patterson
Executive Director
Formula Photographic Inc.

About the Business

Flying British Columbia will be a 'destination specialty flying school', offering specialized flight training in one of the world's most awe-inspiring locations. Along with ab-initio private pilot training for local pilots, the business will offer unique programs for regional and international visitors. Tailwheel training, mountain flying checkouts, float flying, and aerobatic experiences taught by high-time experienced instructors will attract pilots looking to expand their aviation skills.



Working closely with local accommodation and activity providers, *Flying British Columbia* will actively promote adventure-tourism travel packages to European pilots and their families – the ultimate in “Canadian West Coast Flying” adventures. The long-term vision for the ab-initio pilot training (beginner pilots) is to operate an all-electric aircraft to reduce emissions and fuel dependency.

Leveraging 20 years of experience producing award-winning film and television, company owner Warwick Patterson is already in development of an online ground school and video training component of the business. While weather conditions and demand can fluctuate by the season for the physical flight training unit, the online training will be a consistent source of stable income for the business. With a podcast and video program already building interest, the first online training content will launch in Spring 2021.

Proposed Buildings

The intent is to construct a 60'x50' hangar on Lease Lot #9, to house aircraft and equipment. Alongside the hangar, or integrated into the hangar build, will be an office, reception and classroom. Plans for these buildings have not been commissioned at this time, but will be part of the business development process through 2021. Company owner, Warwick Patterson, is very interested in building energy-efficient and green buildings on the site, and to create a welcoming environment for general aviation visitors.

Who is Warwick Patterson?

Warwick is an award-winning video producer, specializing in automotive and adventure productions. Clients include Subaru, Red Bull, Ford, CBC, TSN, NBC and many others. A serial entrepreneur, his next focus is developing a community-based flight training business in his new home of Port Alberni. He is heavily involved as a private pilot and advocate for General Aviation through executive and leadership roles:

- BC & Yukon Director, Canadian Owners and Pilots Association
- Director, BC General Aviation Association
- President, Squamish Flying Club
- Member, Alberni Valley Flying Club
- Completing Commercial Pilot and Instructor Rating, Winter 2020.



LEASE

THIS AGREEMENT made the _____ day of _____.

BETWEEN:

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

(hereinafter called the "District")

OF THE FIRST PART

AND:

FORMULA PHOTOGRAPHIC INC.
#32 – 1200 Edgewater Dr.
Squamish, British Columbia
V8B 0E7

(hereinafter called the "Lessee")

OF THE SECOND PART

W H E R E A S:

- A. The Regional District of Alberni-Clayoquot is the owner of the lands and premises in Regional District of Alberni-Clayoquot legally described as:

Parcel Identifier: 017-507-898

Block F, of Block 209, District Lots 130, 157, 171, 172 and 204, Alberni District

(the "Airport")

- B. The Lessee has requested and the District has agreed to grant a Lease of a portion of the Airport more particularly described herein.
- C. The District has provided a public acquisition opportunity and notice of its intention to dispose of an interest in the Premises in accordance with sections 285 and 286 of the *Local Government Act*.

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

1. PREMISES

The District leases to the Lessee that portion of the Airport described as shown outlined on the sketch map attached to this agreement as Schedule "A" (the "**Premises**").

2. TERM

The term of this Lease shall be the period commencing on the 1st of January, 2021 and ending on the 31st of December, 2024.

3. USE

The Lessee shall use the Premises for the purpose of aircraft hangar and office with the possibility to expand it into a flight training business and purposes directly related thereto and the Lessee shall not use the Premises for any other purpose without first obtaining the written consent of the District.

4. RENT

- a. The Lessee shall pay to the District rent of \$_1529.78 plus GST per year.
- b. In the second and subsequent year of the term the annual rent payable by the Lessee shall be the amount of the preceding year's rent increased annually by the percentage change in the British Columbia Consumer Price Index (CPI) of the preceding year, but in no event shall the annual rent of any year of the term be less than the rent of the preceding year.
- c. Late payments of Rent will bear interest at 2% per annum calculated monthly not in advance from the due date until paid.
- d. If the Lease is terminated for any cause whatsoever, no part of any Rent paid or payable in respect of the year in which the Lease is terminated shall be refundable.

THE LESSEE COVENANTS AND AGREES AS FOLLOWS:

5. RENT

5.1 to pay Rent;

6.0 TAXES

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

7. UTILITIES

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

8. CONSTRUCTION

8.1. to construct, at its sole cost, and subject to section 8.2, the buildings, structures and improvements described in the attached Schedule "B" (the "**Improvements**").

8.2. that it will not construct nor alter the Improvements or any building, structure, or other improvement on the Premises unless, prior to any construction, it has obtained:

- (a) the District's approval in writing to the site plan, working drawings, plans, specifications, and exterior elevations;
- (b) a building permit from the District authorizing the construction of the Improvements set out in the permit and the plans and specifications attached to it; and
- (c) all required inspections,

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

8.3. that:

- (a) the height of the Improvements constructed on the Premises shall conform to the requirements of the *Aeronautics Act* RSC 1985, C. A2, as amended from time to time, and all regulations and orders made pursuant to that Act;
- (b) any Improvements constructed on the Premises shall have front setbacks of at least eight (8) metres, back setbacks of at least three (3) metres, and side setbacks of at least three (3) metres from the boundary of the Premises; and any Improvements constructed on the Premises shall be setback from any other Improvement by at least five (5) metres;
- (c) the sewage system installed to service the Premises (the "**Sewage System**") shall be connected to an authorized septic field at the Lessee's cost.

9. REPAIR AND MAINTENANCE

- 9.1. that it will, at its sole cost and expense, repair and maintain the Premises and all Improvements, at all times to an excellent standard, reasonable wear and tear excepted;
- 9.2. that it will provide receptacles for refuse and rubbish of all kinds, and remove such refuse and rubbish from the Premises at regular intervals and will not keep or leave any boxes, packing material or rubbish of any kind in or near the Premises or any passages connected with the same;
- 9.3. that it will keep clean and free from any rubbish, ice, snow, and leaves, all walks, passages, yards and alleys on or adjacent to the Premises;
- 9.4. that it will keep and leave whole and in good repair all water, gas, and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus, in, on, or attached to the Premises;
- 9.5. that at the expiration of the Term, the Lessee shall leave the Premises in good repair, reasonable wear and tear excepted;

10. DISTRICT'S RIGHT OF ENTRY

- 10.1. that the District may during normal business hours, enter the Premises and view the state of repair and the Lessee shall repair according to any notice given by the District and if the Lessee fails to so repair, the District may, at its option, upon five (5) days prior written notice to the Lessee, repair such damage or injury in which case the Lessee shall reimburse the District for all costs and expenses of repair, plus an additional amount for administration and overhead, forthwith upon receipt by the Lessee of invoices therefor;
- 10.2. that the District, its employees, servants, or agents shall, during normal business hours and only for the purposes contemplated by this Lease, have full and free access to any and every part of the Premises and the Improvements on twenty-four (24) hours' notice to the Lessee.

11. ASSIGN AND SUBLET

- 11.1. that it will not assign nor sublet the Premises or any part of it without the prior written consent of the District; will not assign nor sublet, licence, sub-licence, Mortgage or grant any other right or interest in the Premises without prior written consent of the District, such consent not to be unreasonably withheld;
- 11.2. that the District's consent to assignment or subletting shall not release or relieve the Lessee from its obligations to perform all the terms, covenants and conditions

that this Lease requires the Lessee to perform, and the Lessee shall pay the District's reasonable costs incurred in connection with the Lessee's request for consent under section 11.1;

12. NUISANCE

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

- (a) may be or become a nuisance to the District or the public,
- (b) increases the hazard of fire or liability of any kind, over and above activities which are usually carried out at an airport, or
- (c) invalidates any policy of insurance for the Premises.

13. COMPLIANCE WITH LAWS

13.1. that it will:

- (a) comply promptly at its own expense with all statutes, regulations bylaws and other legal requirements (collectively "**Laws**") of all federal, provincial, and local authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the District or the Lessee, and without limiting this subsection 13.1(a);
- (b) at all times during the term observe and comply with the provisions of the *Aeronautics Act*, RSC 1985 C A-2, as amended from time to time, and all regulations and orders made pursuant to that Act and all successor legislation and all rules and regulations by the Minister of Transport for Canada regarding the use of an airport or any portion thereof and all regulations pertaining to the Airport made by the District.

14. INSURANCE

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

14.2. that all policies of insurance shall contain waiver of subrogation in favour of the District and cross liability, and severability of interest clauses, and shall require the

insurer not to cancel, change or allow the insurance to lapse without first giving the District thirty (30) days' prior written notice;

- 14.3. that if the Lessee does not provide or maintain in force the insurance required by this Lease, the District may, in its sole discretion, either terminate this Lease immediately take out the necessary insurance and pay the necessary premium, and the premium amount shall be paid by the Lessee to the District as Additional Rent immediately upon demand; and
- 14.4. that the deductible for the insurance coverage shall be the sole responsibility of the Lessee to pay; if both the District and the Lessee claim to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the District and the balance, if any, to the settlement of the claim of the Lessee;

15. INDEMNITY

- 15.1. that it will indemnify the District from and against all claims, including Worker's Compensation claims or charges, lawsuits, damages, losses, costs or expenses which the District may incur by reason of the use or occupation of the Premises by the Lessee or the carrying on upon the Premises of any activity in relation to the Lessee's use or occupation of the Premises and in respect of any loss, damage or injury sustained by the Lessee, or by any person while on the Premises for the purpose of doing business with the Lessee or otherwise dealing with the Lessee, or by reason of non-compliance by the Lessee with Laws or by reason of any defect in the Premises, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Lease;
- 15.2. that for the purpose of section 15.1 "Lessee" includes any assignee, sub-tenant, licensee, or sub-licensee of the Lessee;

16. BUILDERS' LIENS

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

17. POSSESSION

- 17.1. that it will, at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the District,

and any right to notice to quit or vacate being hereby expressly waived by the Lessee despite any law or custom to the contrary;

18. CONDITION OF PREMISES

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

19. ENVIRONMENTAL

19.1. that for the purposes of section 19:

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

19.2. Lessee’s Covenants and Indemnity

- (a) the Lessee covenants and agrees:
 - i. not to use or permit to be used all or any part of the Premises for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the District;
 - ii. to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises;

- iii. to promptly provide to the District a copy of any environmental site investigation, assessment, audit, report or test results relating to the Premises conducted by or for the Lessee at any time;
- iv. to waive the requirement, if any, for the District to provide a site profile for the Premises under the *Environmental Management Act* or any regulations under that Act;
- v. to maintain all environmental site investigations, assessments, audits, reports, and test results relating to the Premises in strict confidence except as required by law, or to the Lessee's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the District, which consent may not be unreasonably withheld;
- vi. to promptly notify the District in writing of any release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property that could contaminate the Premises or subject the District or the Lessee to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- vii. on the expiry or earlier termination of this Lease, or at any time if requested by the District or required by any government authority under Environmental Laws, to remove from the Premises all Contaminants, and to remediate by removal any contamination of the Premises or any adjacent property resulting from Contaminants, in either case, brought onto, used at, or released from the Premises by the Lessee or any person for whom it is in law responsible. The Lessee will perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Lessee will provide to the District full information with respect to any remedial work performed under this subsection and will comply with the District's requirements with respect to such work. The Lessee will use a qualified environmental consultant approved by the District to perform the remediation and will obtain the written agreement of the consultant to the District relying on its report. The Lessee will, at its own cost, obtain such approvals and certificates from the BC Ministry of Environment and other applicable government authorities in respect of the remediation as are required under Environmental Laws or by the District, including without limitation, a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the District. All such Contaminants will remain the property of the Lessee, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises; and

- viii. to indemnify the District and its shareholders, directors, officers, employees, agents, elected officials, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever, (including any and all environmental or statutory liability for remediation, all legal and consultants' fees and expenses and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:
 - A. any breach of or non-compliance with the provisions of section 19 by the Lessee; or
 - B. any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Lessee or any person for whom it is in law responsible;
- (b) that the obligations of the Lessee under section 19 will survive the expiry or earlier termination of this Lease.

THE DISTRICT COVENANTS AND AGREES AS FOLLOWS:

20. QUIET ENJOYMENT

20.1. The District covenants with the Lessee for quiet enjoyment.

IT IS HEREBY MUTUALLY AGREED:

21. CONDITIONS PRECEDENT

21.1. that this Lease is subject to the following conditions precedent being satisfied:

- (a) each party providing to the other evidence that this Lease has been approved and authorized by the Lessee and District Board in accordance with all legal requirements; and
- (b) final registration in the Victoria Land Title Office of the Subdivision Plan.

21.2. the parties may approve the Lease after Approving Officer approval but prior to the final registration of the Subdivision Plan in the Land Title Office provided however that if the Subdivision Plan is not finally registered by [date] , the Lease will not come into effect.

22. MORTGAGE

22.1. that, for the purposes of this Lease:

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

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

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

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

22.4. that if the default is cured within the period specified, the Mortgagee will be entitled to become tenant of the Premises and Improvements for the balance of the Term remaining at the date of the notice of default or contingency, providing that the Mortgagee attorns as tenant to the District and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee wishes to cure the default or contingency specified in the notice referred to in section 22.3, then the District agrees to permit

the curing of the default or contingency specified in such notice and the assumption of the balance of the Term by that Mortgagee whose Mortgage ranks higher in priority; but if any Mortgagee has commenced a foreclosure action, the provisions of section 22.5 will apply.

- 22.5.** that if the Mortgagee commences foreclosure proceedings against the Lessee, whether or not the Lessee is in default of the performance of its covenants and agreements with the District under this Lease at the time such foreclosure proceedings are commenced, the District will not re-enter, terminate, or forfeit this Lease after the commencement of foreclosure proceedings on the ground of any default or contingency entitling the District to re-enter, terminate, or forfeit this Lease if the Mortgagee:
- (a) first gives notice to the District of the foreclosure proceedings;
 - (b) is actively prosecuting the foreclosure proceedings without undue delay;
 - (c) cures the default or contingency within a period of 60 days from the date of receipt of notice from the District specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay Rent or any other sums required to be paid to the District by any provision of this Lease and if such default or contingency cannot reasonably be cured within such 60-day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or contingency; and
 - (d) performs and observes all of the Lessee's covenants and agreements under this Lease and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee;
- 22.6.** that if the Mortgagee acquires title to the Lessee's interest in the Premises and the Improvements pursuant to the foreclosure proceedings, the Mortgagee will then become subrogated to the rights of the Lessee under this Lease, provided it attorns to the District as tenant and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee commences foreclosure proceedings, the right to cure any default or contingency granted by section 22.5 to a foreclosing Mortgagee will be granted to the Mortgagee whose Mortgage ranks higher in priority;
- 22.7.** that if this Lease becomes subject to termination or forfeiture pursuant to section 31.0 by reason of the bankruptcy or insolvency of the Lessee and the Mortgagee has filed with the District notice of Mortgage in favour of the Mortgagee, the District will give to the Mortgagee notice of the bankruptcy or insolvency of the Lessee entitling the District to terminate or forfeit this Lease, and stating the District's intention to take such proceedings, and requiring the Mortgagee to cure any other

default of the Lessee; and the Lessee's other default will be deemed to have been sufficiently cured if the Mortgagee:

- (a) commences foreclosure proceedings against the Lessee as more particularly set out in section 22.5;
- (b) takes possession and control of the Premises and the Improvements, or causes a receiver to be appointed, under the terms of the Mortgage or by a court of competent jurisdiction, who takes possession and control of the Premises and the Improvements, and the District hereby grants the Mortgagee or such receiver access to the Premises and the Improvements for that purpose;
- (c) cures every default within a period of 60 days from the date of receipt by the Mortgagee of the notice from the District of the bankruptcy or insolvency of the Lessee, or if such default or defaults are other than the failure to pay Rent or any other sums required to be paid to the District by any provision of this Lease and if such default or defaults cannot reasonably be cured within such 60-day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or defaults; and
- (d) attorns as tenant to the District and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term;

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

- 22.8.** that any re-entry, termination, or forfeiture of this Lease made in accordance with the provisions of this Lease as against the Lessee will be valid and effectual against the Lessee even though made subject to the rights of any Mortgagee to cure any default of the Lessee and to continue as tenant under this Lease;
- 22.9.** that no entry upon the Premises or Improvements by the Mortgagee for the purpose of curing any default or defaults of the Lessee will release or impair the continuing obligations of the Lessee;
- 22.10.** that the obligations of the District under sections 22.3 to 22.9 are subject to the Mortgagee entering into an agreement in a form satisfactory to the District, whereby the Mortgagee covenants and agrees that if it acquires title to the Lessee's interest in this Lease, but only for so long as it holds such title, it will perform and observe the covenants and agreements required of the Lessee to be performed and observed, if not performed or observed by the Lessee, whether or not the District has taken any steps to enforce performance or observance of any

of the covenants and agreements in this Lease to be performed or observed by the Lessee;

23. MORTGAGE SUBJECT TO DISTRICT'S RIGHTS UNDER LEASE

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

24. TERMINATION AND RE-ENTRY

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

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

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

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

25. OWNERSHIP OF IMPROVEMENTS

25.1. The District and the Lessee agree that the title to and ownership of the Improvements will at all times during the Term be vested in the Lessee, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of the Improvements in the District as owner of the freehold. The title to and ownership of, the Improvements will not pass to or become vested in the

District until the expiration of the Term either by forfeiture, default, or lapse of time under the terms of this Lease, in which event the Improvements will become the absolute property of the District free of all encumbrances, but only in the circumstances described in section 24.4;

26. EFFECT OF WAIVER

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

27. DISTRESS

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

28. HOLDING OVER

- 28.1.** that if the Lessee holds over following the Term and the District accepts Rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month;

29. DISTRICT'S PAYMENTS

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

30. DISTRICT'S REPAIRS

- 30.1.** that if the Lessee fails to repair or maintain the Premises in accordance with this Lease, the District, its agents, employees, or contractors may, upon four (4) business days' notice, enter the Premises and make the required repairs or do the required maintenance and recover the cost from the Lessee;
- 30.2.** that in making the repairs or doing the maintenance, the District may bring and leave upon the Premises all necessary materials, tools, and equipment, and the District will not be liable to the Lessee for any inconvenience, annoyance, loss of business or injury suffered by the Lessee by reason of the District effecting the said repairs or maintenance;

31. INSOLVENCY

31.1. that subject to section 22.0, if:

- (a) the Term or any of the goods, chattels or Improvements on the Premises are at any time seized or taken in execution or attachment by any creditor of the Lessee or under a security agreement;
- (b) a writ of execution is issued against the goods, chattels or Improvements of the Lessee;
- (c) the Lessee makes any assignment for the benefit of creditors; or
- (d) the Premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days, or is used by any person or persons for any other purpose than permitted in this Lease without the written consent of the District;

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

32. REMOVAL OF GOODS

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

33. TIME

33.1. that time is of the essence in this Lease

34. NOTICES

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

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

if to the District:
Regional District of Alberni-Clayoquot
3008 Fifth Avenue

Port Alberni, British Columbia
V9Y 2E3

if to the Lessee:

or at such other address each party may from time to time designate, then the notice shall be deemed to have been received seven (7) business days after the time and date of mailing. If, at the time of mailing of the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow down, lock out or other labour dispute, then the notice may only be given by actual delivery of it.

35. NET LEASE

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

36. FITNESS OF PREMISES

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

37. DISPUTE RESOLUTION

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

38. INTERPRETATION

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

- 38.2.** that the headings to the sections in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision of it;
- 38.3.** that all provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;
- 38.4.** that unless expressly stated otherwise, any reference in this Lease to a requirement for the consent or permission of the District is deemed to be a reference to the consent or permission of the District granted or withheld in the District's sole, arbitrary and unfettered discretion.

39. TIME

- 39.1.** Time is of the essence of this Lease.

40. ENTIRE AGREEMENT

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

41. BINDING EFFECT

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

42. APPLICABLE LAW

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

43. AMENDMENT

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

44. REGISTRATION

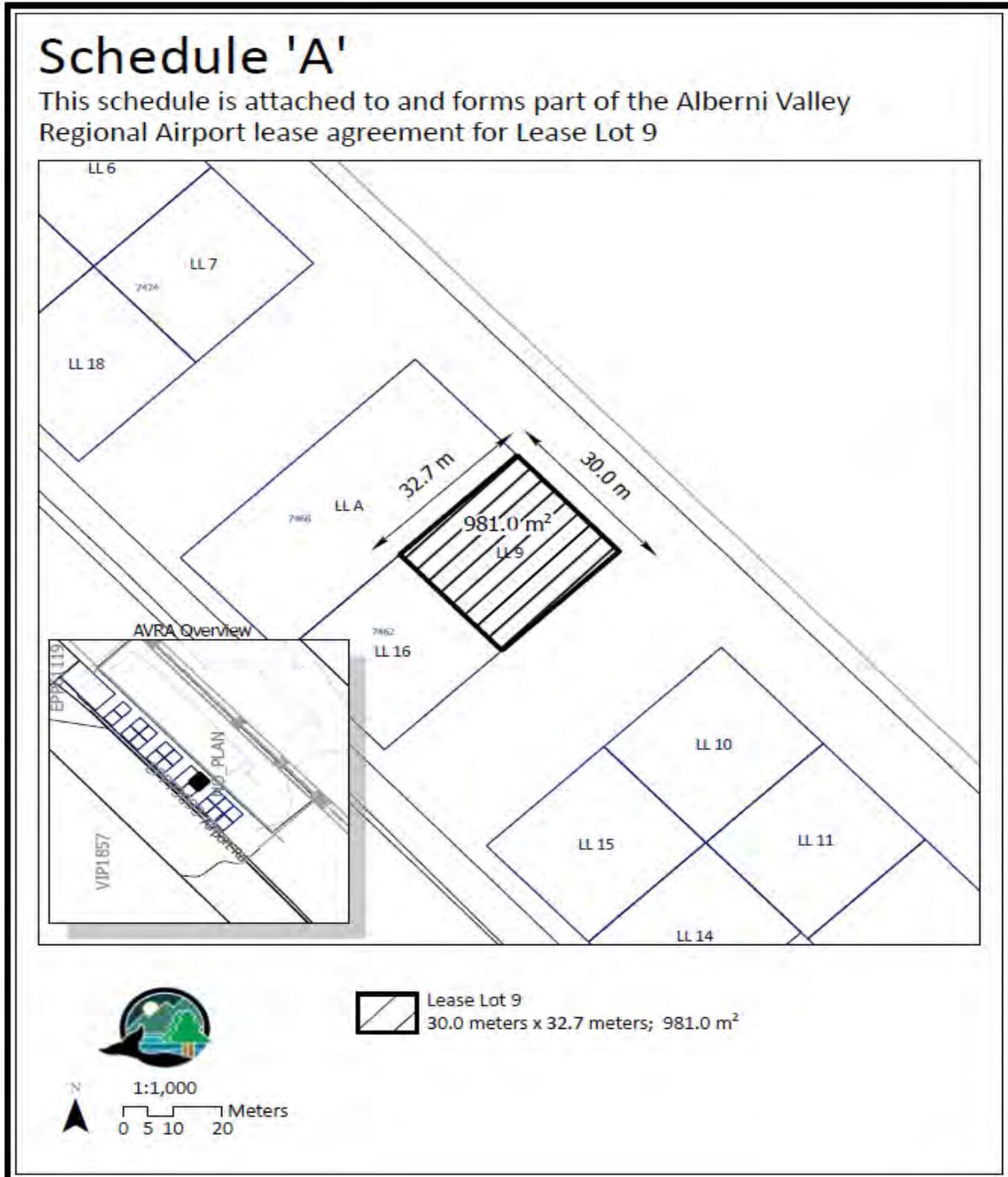
44.1. that despite section 5 of the *Property Law Act*, the District is not obligated to deliver this Lease to the Lessee in registrable form. The Lessee may, at its own expense, present to the District for execution an instrument rendering this Lease registrable and register the same.

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

REGIONAL DISTRICT OF ALBERNI-CLAYQUOT)
by its authorized signatories:)
)
)
_____)
Chairperson)
)
_____)
Chief Administrative Officer)

_____ by its authorized)
signatory(ies):)
)
_____)
Name:)
)
_____)
Name:)

Schedule "A"
(the "Premises").





REQUEST FOR DECISION

To: Board of Directors
From: Brenda Sauve, Environmental Services Coordinator
Meeting Date: October 28, 2020
Subject: AVRA - Public request to Lease Lot # 18 & 19

Recommendation:

THAT the ACRD Board of Directors approve entering into a (3) three-year lease agreement with Dan Newnham for lot # 18 & 19 at the Alberni Valley Regional Airport (AVRA) effective December 1st, 2021 to December 31st, 2024 at a rate of \$3084.28 per year plus applicable taxes and yearly BC CPI increases.

Desired Outcome:

To lease lot # 18 & 19 at AVRA to build an aircraft hangar on one lot and a second hangar as aircraft storage.

Summary:

An email (attached) was received by Mr. Newnham to request to lease and develop lots # 18 & 19 at the Alberni Valley Regional Airport (AVRA). The purpose of the lease is to build an aircraft hangar on one lot and a second hangar on the second lot as an aircraft storage.

Background:

Mr. Newnham has requested to have a long- term lease for the 2 lots requested, which is being reviewed by the planning department through the Subdivision process. Permitted uses under the AVRA Airport One Zone (AP-1) list, 1.1(f) aircraft hangar 1.1 (h) Aircraft servicing and maintenance and 1.1 (w) Vehicle and equipment repairs and maintenance as a permitted use. The applicant has submitted a site plan and building layout for the proposed structures.

Time Requirements – Staff & Elected Officials:

Some staff time is required.

Financial:

Dan Newnham will pay the ACRD \$3084.27 per year plus applicable taxes and yearly BC CPI increases.

Policy or Legislation:

The proposal meets the requirements of the AVRA AP-1 zoning. A notice of disposition will be placed in the Newspaper and on www.acrd.bc.ca. The Board of Directors must approve lease agreements in accordance with the ACRD Officers Delegation Bylaw.

Options Considered:

Defer further leases until Board adopts AVRA Vision and Master Plan

Submitted by: 
Brenda Sauve, Environmental Services Coordinator

Reviewed by: 
Mark Fortune, Airport Manager

Approved by: 
Doug Holmes, Chief Administrative Officer

From: Daniel Newnham
Sent: September 21, 2020 5:39 PM
To: Mark Fortune
Subject: Re: AV Airport Zones Final.pdf

Att : Mark Fortune

Please accept this email as a Letter of Intent for lot number 18 and 19 at the Port Alberni (CBS8) airport. I intend to run a small aircraft maintenance facility from one of the hangars and then will run the second hangar as aircraft storage.

I have been a licensed aircraft engineer for 40 years and have managed my own AMO for 30 years. I have owned hangars in Edmonton(YXD)in the past and presently in Victoria that houses 8 tenants and my home base. I will be moving my home base to Port Alberni upon completion of the hangar. I have consulted with Craig Bowerman and intend on hiring his firm to construct the new buildings.

We will build 80x60 structures on both properties, the first building is proposed to begin construction next spring and second building would follow. I understand the initial lease term will be a 3 year period with continued negotiations to extend the leases to a longer term. My building in Victoria has a 30 year lease term with a 5 year rate renewal. If you require any further information please feel free to contact me at your earliest convenience.

Sincerely,

Dan Newnham
918 Woodcreek Dr.
North Saanich , B.C.
V8L 5K4
250 507 7602

LEASE

THIS AGREEMENT made the _____ day of _____.

BETWEEN:

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

(hereinafter called the "District")

OF THE FIRST PART

AND:

DAN NEWNHAM
918 Woodcreek Dr.
North Saanich, BC
V8L 5K4

(hereinafter called the "Lessee")

OF THE SECOND PART

W H E R E A S:

- A. The Regional District of Alberni-Clayoquot is the owner of the lands and premises in Regional District of Alberni-Clayoquot legally described as:
Parcel Identifier: 017-507-898
Block F, of Block 209, District Lots 130, 157, 171, 172 and 204, Alberni District
(the "Airport")
- B. The Lessee has requested and the District has agreed to grant a Lease of a portion of the Airport more particularly described herein.
- C. The District has provided a public acquisition opportunity and notice of its intention to dispose of an interest in the Premises in accordance with sections 285 and 286 of the *Local Government Act*.

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

1. PREMISES

The District leases to the Lessee that portion of the Airport described as shown outlined on the sketch map attached to this agreement as Schedule "A" (the "**Premises**").

2. TERM

The term of this Lease shall be the period commencing on the 1st of January, 2021 and ending on the 31st of December 2024.

3. USE

The Lessee shall use the Premises for the purpose of building an aircraft hangar on one lot and a second hangar on the second lot as an aircraft storage and purposes directly related thereto and the Lessee shall not use the Premises for any other purpose without first obtaining the written consent of the District.

4. RENT

The Lessee shall pay to the District rent of \$_3084.28 plus GST per year.

- a. In the second and subsequent year of the term the annual rent payable by the Lessee shall be the amount of the preceding year's rent increased annually by the percentage change in the British Columbia Consumer Price Index (CPI) of the preceding year, but in no event shall the annual rent of any year of the term be less than the rent of the preceding year.
- b. Late payments of Rent will bear interest at 2% per annum calculated monthly not in advance from the due date until paid.
- c. If the Lease is terminated for any cause whatsoever, no part of any Rent paid or payable in respect of the year in which the Lease is terminated shall be refundable.

THE LESSEE COVENANTS AND AGREES AS FOLLOWS:

5. RENT

5.1 to pay Rent;

6.0 TAXES

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

7. UTILITIES

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

8. CONSTRUCTION

- 8.1. to construct, at its sole cost, and subject to section 8.2, the buildings, structures and improvements described in the attached Schedule "B" (the "**Improvements**").

- 8.2. that it will not construct nor alter the Improvements or any building, structure, or other improvement on the Premises unless, prior to any construction, it has obtained:

- (a) the District's approval in writing to the site plan, working drawings, plans, specifications, and exterior elevations;
- (b) a building permit from the District authorizing the construction of the Improvements set out in the permit and the plans and specifications attached to it; and
- (c) all required inspections,

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

- 8.3. that:

- (a) the height of the Improvements constructed on the Premises shall conform to the requirements of the *Aeronautics Act* RSC 1985, C. A2, as amended from time to time, and all regulations and orders made pursuant to that Act;
- (b) any Improvements constructed on the Premises shall have front setbacks of at least eight (8) metres, back setbacks of at least three (3) metres, and side setbacks of at least three (3) metres from the boundary of the Premises; and any Improvements constructed on the Premises shall be setback from any other Improvement by at least five (5) metres;

-
- (c) the sewage system installed to service the Premises (the "**Sewage System**") shall be connected to an authorized septic field at the Lessee's cost.

9. REPAIR AND MAINTENANCE

- 9.1.** that it will, at its sole cost and expense, repair and maintain the Premises and all Improvements, at all times to an excellent standard, reasonable wear and tear excepted;
- 9.2.** that it will provide receptacles for refuse and rubbish of all kinds, and remove such refuse and rubbish from the Premises at regular intervals and will not keep or leave any boxes, packing material or rubbish of any kind in or near the Premises or any passages connected with the same;
- 9.3.** that it will keep clean and free from any rubbish, ice, snow, and leaves, all walks, passages, yards and alleys on or adjacent to the Premises;
- 9.4.** that it will keep and leave whole and in good repair all water, gas, and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus, in, on, or attached to the Premises;
- 9.5.** that at the expiration of the Term, the Lessee shall leave the Premises in good repair, reasonable wear and tear excepted;

10. DISTRICT'S RIGHT OF ENTRY

- 10.1.** that the District may during normal business hours, enter the Premises and view the state of repair and the Lessee shall repair according to any notice given by the District and if the Lessee fails to so repair, the District may, at its option, upon five (5) days prior written notice to the Lessee, repair such damage or injury in which case the Lessee shall reimburse the District for all costs and expenses of repair, plus an additional amount for administration and overhead, forthwith upon receipt by the Lessee of invoices therefor;
- 10.2.** that the District, its employees, servants, or agents shall, during normal business hours and only for the purposes contemplated by this Lease, have full and free access to any and every part of the Premises and the Improvements on twenty-four (24) hours' notice to the Lessee.

11. ASSIGN AND SUBLET

- 11.1.** that it will not assign nor sublet the Premises or any part of it without the prior written consent of the District; will not assign nor sublet, licence, sub-licence,

Mortgage or grant any other right or interest in the Premises without prior written consent of the District, such consent not to be unreasonably withheld;

- 11.2. that the District's consent to assignment or subletting shall not release or relieve the Lessee from its obligations to perform all the terms, covenants and conditions that this Lease requires the Lessee to perform, and the Lessee shall pay the District's reasonable costs incurred in connection with the Lessee's request for consent under section 11.1;

12. NUISANCE

- 12.1. that it will not carry on nor allow to be carried on or done on the Premises anything that:
- (a) may be or become a nuisance to the District or the public,
 - (b) increases the hazard of fire or liability of any kind, over and above activities which are usually carried out at an airport, or
 - (c) invalidates any policy of insurance for the Premises.

13. COMPLIANCE WITH LAWS

- 13.1. that it will:
- (a) comply promptly at its own expense with all statutes, regulations bylaws and other legal requirements (collectively "**Laws**") of all federal, provincial, and local authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the District or the Lessee, and without limiting this subsection 13.1(a);
 - (b) at all times during the term observe and comply with the provisions of the *Aeronautics Act*, RSC 1985 C A-2, as amended from time to time, and all regulations and orders made pursuant to that Act and all successor legislation and all rules and regulations by the Minister of Transport for Canada regarding the use of an airport or any portion thereof and all regulations pertaining to the Airport made by the District.

14. INSURANCE

- 14.1. that it will take out and maintain during the term of the Lease, a policy of comprehensive general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Premises or Airport by the Lessee in the amount of not less than Five Million Dollars (\$5,000,000) per single occurrence

or such greater amount as the District may from time to time require, naming the District as an insured party thereto and shall provide the District with a certified copy of such policy or policies;

- 14.2. that all policies of insurance shall contain waiver of subrogation in favour of the District and cross liability, and severability of interest clauses, and shall require the insurer not to cancel, change or allow the insurance to lapse without first giving the District thirty (30) days' prior written notice;
- 14.3. that if the Lessee does not provide or maintain in force the insurance required by this Lease, the District may, in its sole discretion, either terminate this Lease immediately take out the necessary insurance and pay the necessary premium, and the premium amount shall be paid by the Lessee to the District as Additional Rent immediately upon demand; and
- 14.4. that the deductible for the insurance coverage shall be the sole responsibility of the Lessee to pay; if both the District and the Lessee claim to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the District and the balance, if any, to the settlement of the claim of the Lessee;

15. INDEMNITY

- 15.1. that it will indemnify the District from and against all claims, including Worker's Compensation claims or charges, lawsuits, damages, losses, costs or expenses which the District may incur by reason of the use or occupation of the Premises by the Lessee or the carrying on upon the Premises of any activity in relation to the Lessee's use or occupation of the Premises and in respect of any loss, damage or injury sustained by the Lessee, or by any person while on the Premises for the purpose of doing business with the Lessee or otherwise dealing with the Lessee, or by reason of non-compliance by the Lessee with Laws or by reason of any defect in the Premises, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Lease;
- 15.2. that for the purpose of section 15.1 "Lessee" includes any assignee, sub-tenant, licensee, or sub-licensee of the Lessee;

16. BUILDERS' LIENS

- 16.1. that it will indemnify the District from and against all claims for liens for wages or materials or for damage to person or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Lessee may make or cause to be made on, in or to the Premises; and will allow the District to post and will keep posted on the Premises

any notice that the District may desire to post under the provisions of the *Builders Lien Act*, and all successor legislation, as amended from time to time;

17. POSSESSION

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

18. CONDITION OF PREMISES

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

19. ENVIRONMENTAL

19.1. that for the purposes of section 19:

(a) **“Contaminants”** means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (**“PCBs”**), PCB-containing equipment or materials, pesticides, defoliants, fungi, including mould and spores arising from fungi, or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and

(b) **“Environmental Laws”** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, code of practice, and other lawful requirements of any government authority having jurisdiction over the Land now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;

19.2. Lessee’s Covenants and Indemnity

(a) the Lessee covenants and agrees:

-
- i. not to use or permit to be used all or any part of the Premises for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the District;
 - ii. to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises;
 - iii. to promptly provide to the District a copy of any environmental site investigation, assessment, audit, report or test results relating to the Premises conducted by or for the Lessee at any time;
 - iv. to waive the requirement, if any, for the District to provide a site profile for the Premises under the *Environmental Management Act* or any regulations under that Act;
 - v. to maintain all environmental site investigations, assessments, audits, reports, and test results relating to the Premises in strict confidence except as required by law, or to the Lessee's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the District, which consent may not be unreasonably withheld;
 - vi. to promptly notify the District in writing of any release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property that could contaminate the Premises or subject the District or the Lessee to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
 - vii. on the expiry or earlier termination of this Lease, or at any time if requested by the District or required by any government authority under Environmental Laws, to remove from the Premises all Contaminants, and to remediate by removal any contamination of the Premises or any adjacent property resulting from Contaminants, in either case, brought onto, used at, or released from the Premises by the Lessee or any person for whom it is in law responsible. The Lessee will perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Lessee will provide to the District full information with respect to any remedial work performed under this subsection and will comply with the District's requirements with respect to such work. The Lessee will use a qualified environmental consultant approved by the District to perform the remediation and will obtain the written agreement of the consultant to the District relying on its report. The Lessee will, at its

own cost, obtain such approvals and certificates from the BC Ministry of Environment and other applicable government authorities in respect of the remediation as are required under Environmental Laws or by the District, including without limitation, a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the District. All such Contaminants will remain the property of the Lessee, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises; and

viii. to indemnify the District and its shareholders, directors, officers, employees, agents, elected officials, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever, (including any and all environmental or statutory liability for remediation, all legal and consultants' fees and expenses and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:

A. any breach of or non-compliance with the provisions of section 19 by the Lessee; or

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

(b) that the obligations of the Lessee under section 19 will survive the expiry or earlier termination of this Lease.

THE DISTRICT COVENANTS AND AGREES AS FOLLOWS:

20. QUIET ENJOYMENT

20.1. The District covenants with the Lessee for quiet enjoyment.

IT IS HEREBY MUTUALLY AGREED:

21. CONDITIONS PRECEDENT

21.1. that this Lease is subject to the following conditions precedent being satisfied:

(a) each party providing to the other evidence that this Lease has been approved and authorized by the Lessee and District Board in accordance with all legal requirements; and

(b) final registration in the Victoria Land Title Office of the Subdivision Plan.

21.2. the parties may approve the Lease after Approving Officer approval but prior to the final registration of the Subdivision Plan in the Land Title Office provided however that if the Subdivision Plan is not finally registered by ___[date]___, the Lease will not come into effect.

22. MORTGAGE

22.1. that, for the purposes of this Lease:

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

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

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

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

(a) to cure the default specified in the notice within a period of 60 days from the date of receipt of that notice by the Mortgagee; or

(b) if the default is other than the failure to pay Rent or any other sums required to be paid to the District by any provisions of this Lease and if the default cannot reasonably be cured within such 60-day period, then to immediately commence to cure the default and to diligently prosecute to conclusion all

acts necessary to cure the default, and the District hereby grants the Mortgagee access to the Premises and the Improvements for that purpose;

- 22.4.** that if the default is cured within the period specified, the Mortgagee will be entitled to become tenant of the Premises and Improvements for the balance of the Term remaining at the date of the notice of default or contingency, providing that the Mortgagee attorns as tenant to the District and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee wishes to cure the default or contingency specified in the notice referred to in section 22.3, then the District agrees to permit the curing of the default or contingency specified in such notice and the assumption of the balance of the Term by that Mortgagee whose Mortgage ranks higher in priority; but if any Mortgagee has commenced a foreclosure action, the provisions of section 22.5 will apply.
- 22.5.** that if the Mortgagee commences foreclosure proceedings against the Lessee, whether or not the Lessee is in default of the performance of its covenants and agreements with the District under this Lease at the time such foreclosure proceedings are commenced, the District will not re-enter, terminate, or forfeit this Lease after the commencement of foreclosure proceedings on the ground of any default or contingency entitling the District to re-enter, terminate, or forfeit this Lease if the Mortgagee:
- (a) first gives notice to the District of the foreclosure proceedings;
 - (b) is actively prosecuting the foreclosure proceedings without undue delay;
 - (c) cures the default or contingency within a period of 60 days from the date of receipt of notice from the District specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay Rent or any other sums required to be paid to the District by any provision of this Lease and if such default or contingency cannot reasonably be cured within such 60-day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or contingency; and
 - (d) performs and observes all of the Lessee's covenants and agreements under this Lease and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee;
- 22.6.** that if the Mortgagee acquires title to the Lessee's interest in the Premises and the Improvements pursuant to the foreclosure proceedings, the Mortgagee will then become subrogated to the rights of the Lessee under this Lease, provided it attorns to the District as tenant and undertakes to be bound by and to perform the

covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee commences foreclosure proceedings, the right to cure any default or contingency granted by section 22.5 to a foreclosing Mortgagee will be granted to the Mortgagee whose Mortgage ranks higher in priority;

22.7. that if this Lease becomes subject to termination or forfeiture pursuant to section 31.0 by reason of the bankruptcy or insolvency of the Lessee and the Mortgagee has filed with the District notice of Mortgage in favour of the Mortgagee, the District will give to the Mortgagee notice of the bankruptcy or insolvency of the Lessee entitling the District to terminate or forfeit this Lease, and stating the District's intention to take such proceedings, and requiring the Mortgagee to cure any other default of the Lessee; and the Lessee's other default will be deemed to have been sufficiently cured if the Mortgagee:

- (a) commences foreclosure proceedings against the Lessee as more particularly set out in section 22.5;
- (b) takes possession and control of the Premises and the Improvements, or causes a receiver to be appointed, under the terms of the Mortgage or by a court of competent jurisdiction, who takes possession and control of the Premises and the Improvements, and the District hereby grants the Mortgagee or such receiver access to the Premises and the Improvements for that purpose;
- (c) cures every default within a period of 60 days from the date of receipt by the Mortgagee of the notice from the District of the bankruptcy or insolvency of the Lessee, or if such default or defaults are other than the failure to pay Rent or any other sums required to be paid to the District by any provision of this Lease and if such default or defaults cannot reasonably be cured within such 60-day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or defaults; and
- (d) attorns as tenant to the District and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term;

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

22.8. that any re-entry, termination, or forfeiture of this Lease made in accordance with the provisions of this Lease as against the Lessee will be valid and effectual

against the Lessee even though made subject to the rights of any Mortgagee to cure any default of the Lessee and to continue as tenant under this Lease;

- 22.9.** that no entry upon the Premises or Improvements by the Mortgagee for the purpose of curing any default or defaults of the Lessee will release or impair the continuing obligations of the Lessee;
- 22.10.** that the obligations of the District under sections 22.3 to 22.9 are subject to the Mortgagee entering into an agreement in a form satisfactory to the District, whereby the Mortgagee covenants and agrees that if it acquires title to the Lessee's interest in this Lease, but only for so long as it holds such title, it will perform and observe the covenants and agreements required of the Lessee to be performed and observed, if not performed or observed by the Lessee, whether or not the District has taken any steps to enforce performance or observance of any of the covenants and agreements in this Lease to be performed or observed by the Lessee;

23. MORTGAGE SUBJECT TO DISTRICT'S RIGHTS UNDER LEASE

- 23.1.** that every Mortgage will be made expressly subject to the rights of the District under this Lease;

24. TERMINATION AND RE-ENTRY

- 24.1.** that, subject to section 22.0, if the Lessee shall default in the performance of any of its obligations under this Lease and such default continues for fifteen (15) days following receipt of written notice from the District describing such default and indicating the District's intention to re-enter the Premises if such default is not remedied within fifteen (15) days, the District may terminate this Lease and re-enter the Premises and the rights of the Lessee with respect to the Premises shall lapse and be absolutely forfeited;
- 24.2.** that either the District or the Lessee may terminate this Lease for any reason by giving not less than six (6) months' written notice to the other party;
- 24.3.** that at the termination of this Lease, the Lessee shall remove from the Premises, all of its goods and chattels, including but not limited to, all aircraft, machinery, motors, vehicles, supplies, articles, materials, effects and things at any time brought or placed thereon or therein by the Lessee and shall also, to the satisfaction of the District repair any damage and injury occasioned to Premises by reason of such removal, and the Lessee shall not be entitled to any compensation for such removal or repair, and if the Lessee fails to remove the Lessee's goods and chattels, they shall, at the option of the District, become the property of the District and may be removed and disposed of by the District acting in its sole discretion;

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

25. OWNERSHIP OF IMPROVEMENTS

25.1. The District and the Lessee agree that the title to and ownership of the Improvements will at all times during the Term be vested in the Lessee, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of the Improvements in the District as owner of the freehold. The title to and ownership of, the Improvements will not pass to or become vested in the District until the expiration of the Term either by forfeiture, default, or lapse of time under the terms of this Lease, in which event the Improvements will become the absolute property of the District free of all encumbrances, but only in the circumstances described in section 24.4;

26. EFFECT OF WAIVER

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

27. DISTRESS

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

28. HOLDING OVER

28.1. that if the Lessee holds over following the Term and the District accepts Rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month;

29. DISTRICT'S PAYMENTS

29.1. that if the District incurs any damage, loss or expense or makes any payment for which the Lessee is liable under this Lease, then the District may add the cost or

amount of the damage, loss, expense or payment to the Rent and may recover it as if it were Rent or additional Rent in arrears;

30. DISTRICT'S REPAIRS

- 30.1.** that if the Lessee fails to repair or maintain the Premises in accordance with this Lease, the District, its agents, employees, or contractors may, upon four (4) business days' notice, enter the Premises and make the required repairs or do the required maintenance and recover the cost from the Lessee;
- 30.2.** that in making the repairs or doing the maintenance, the District may bring and leave upon the Premises all necessary materials, tools, and equipment, and the District will not be liable to the Lessee for any inconvenience, annoyance, loss of business or injury suffered by the Lessee by reason of the District effecting the said repairs or maintenance;

31. INSOLVENCY

31.1. that subject to section 22.0, if:

- (a) the Term or any of the goods, chattels or Improvements on the Premises are at any time seized or taken in execution or attachment by any creditor of the Lessee or under a security agreement;
- (b) a writ of execution is issued against the goods, chattels or Improvements of the Lessee;
- (c) the Lessee makes any assignment for the benefit of creditors; or
- (d) the Premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days, or is used by any person or persons for any other purpose than permitted in this Lease without the written consent of the District;

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

32. REMOVAL OF GOODS

- 32.1.** that if the Lessee removes its goods and chattels from the Premises, the District may follow them for thirty (30) days;

33. TIME

33.1. that time is of the essence in this Lease

34. NOTICES

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

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

if to the District:
Regional District of Alberni-Clayoquot
3008 Fifth Avenue
Port Alberni, British Columbia
V9Y 2E3

if to the Lessee:
DAN NEWNHAM
918 Woodcreek Dr.
North Saanich, BC
V8L 5K4

or at such other address each party may from time to time designate, then the notice shall be deemed to have been received seven (7) business days after the time and date of mailing. If, at the time of mailing of the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow down, lock out or other labour dispute, then the notice may only be given by actual delivery of it.

35. NET LEASE

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

36. FITNESS OF PREMISES

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

37. DISPUTE RESOLUTION

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

38. INTERPRETATION

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

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

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

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

39. TIME

39.1. Time is of the essence of this Lease.

40. ENTIRE AGREEMENT

40.1. This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date hereof with respect to the subject matter hereof and supersede all prior agreements and understandings among the

parties with respect to the subject matter hereof and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

41. BINDING EFFECT

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

42. APPLICABLE LAW

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

43. AMENDMENT

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

44. REGISTRATION

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

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

REGIONAL DISTRICT OF ALBERNI-CLAYQUOT)
by its authorized signatories:)
)
)
_____)
Chairperson)
)
_____)
Chief Administrative Officer)

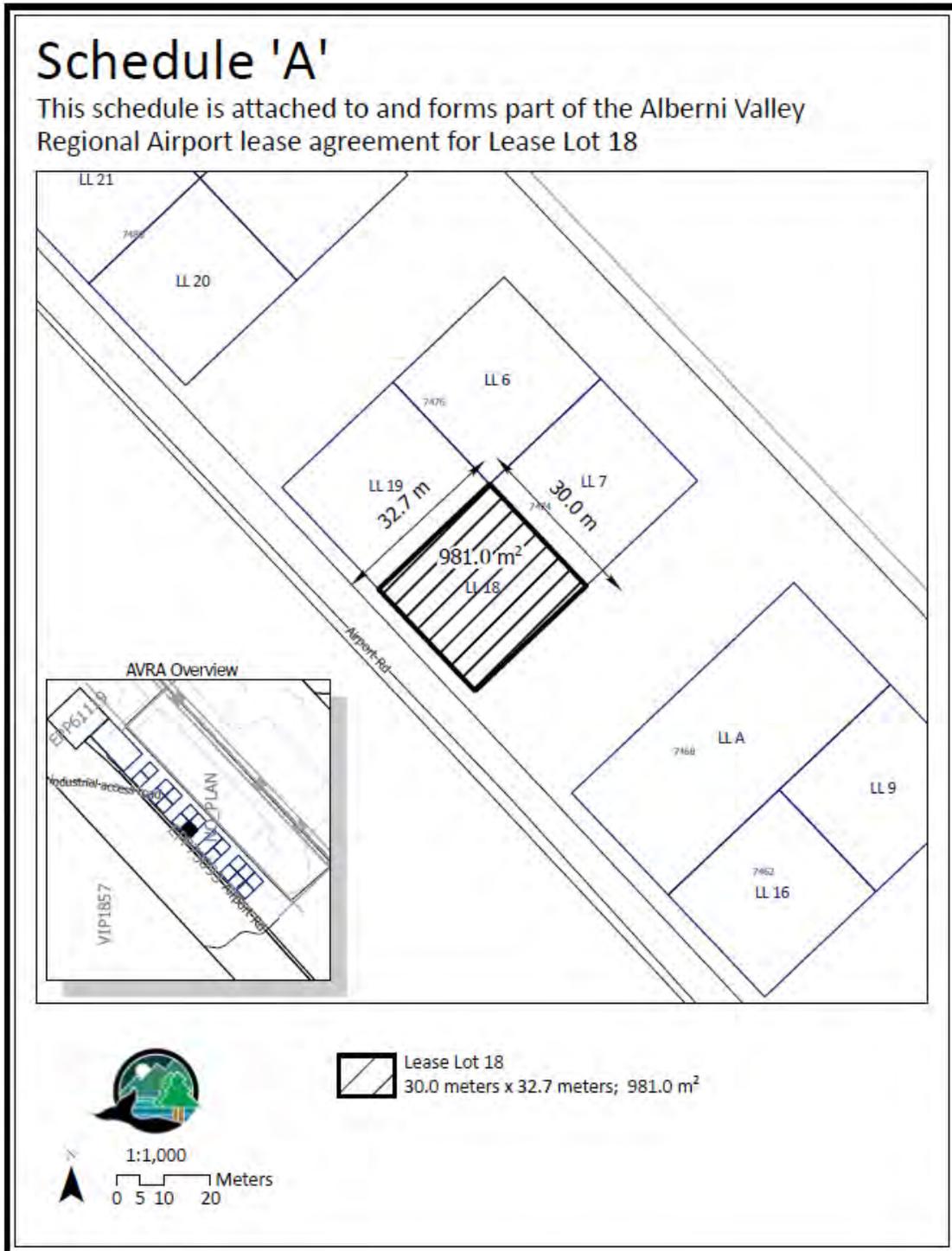
_____. by its authorized
signatory(ies):

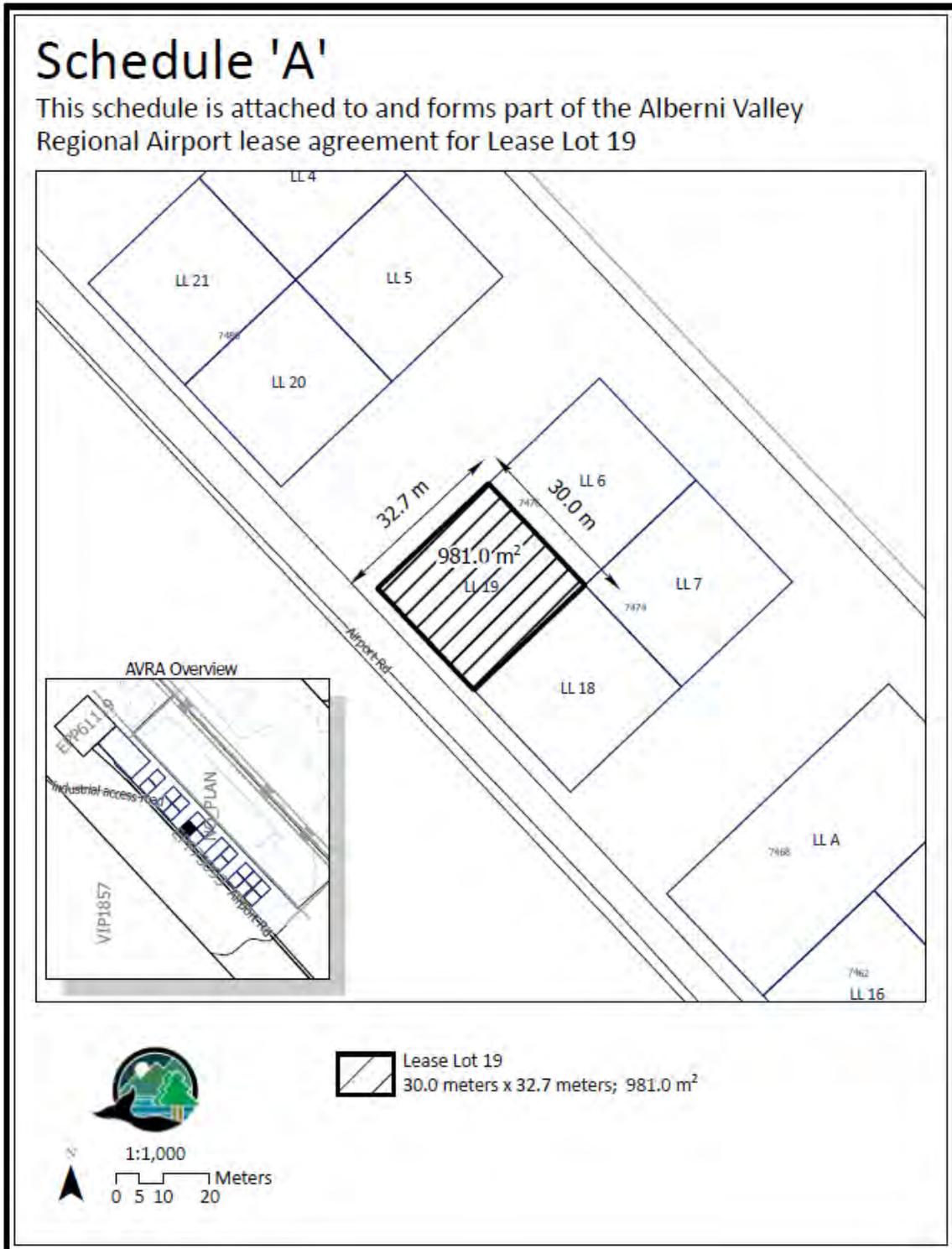
Name:

Name:

)
)
)
)
)
)
)
)
)
)

Schedule "A" (the "Premises").







ALBERNI-CLAYOQUOT REGIONAL DISTRICT

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

DEVELOPMENT VARIANCE APPLICATION

MEETING DATE: November 25, 2020

ACRD FILE NO.: DVA20006

APPLICANTS: Ildiko & Juliu Dombi-Sahi

LEGAL

DESCRIPTION: LOT 1 SECTION 19 TOWNSHIP 1 BARCLAY DISTRICT PLAN VIP68113

LOCATION: 422 Burlo Island, Bamfield

ELECTORAL AREA: "A" (Bamfield)

APPLICANT'S INTENTION: The applicants have applied for a development variance permit for a property in the Bamfield Cottage Residential (BRC) District to reduce the required front yard setback from 40 feet to 24.6 feet and the western side yard from 15 feet to 12.5 feet to accommodate the construction of a single family dwelling.

Recommendation:

THAT the Board of Directors consider issuing development variance permit DVA20006, subject to:

- Confirmation from the Province of BC that the conditions in Restrictive Covenant ET78675 have been satisfied.
- Substantive restoration and planting of the cleared portions of the development permit area, as outlined in the biologist's report, be undertaken prior to the Board making a final decision on this variance.
- Neighbouring properties being notified as per Local Government Act s.499.

Development Variance DVA20006:

- i. Development variance of Section 200 – Schedule No. II – Bulk and Site Regulations of the ACRD Zoning Bylaw to reduce the required front yard setback from 40 feet to 24.6 feet and the western side yard from 15 feet to 12.5 feet for a property in the Bamfield Cottage Residential (BRC) District to accommodate the construction of a single family dwelling.

Advisory Planning Commission Recommendation: The Bamfield APC considered this application on November 19th and passed a motion to concur with the staff recommendation.

DVA20006

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

Observations:

- i. **Status of Property:** The +/-0.5 acre property is located on the northernmost tip of Burlo Island in the Bamfield Inlet. The parcel does not include any improvements. Vegetation along the shoreline and within the proposed building footprint has been cleared, but remains along the perimeter of the lot. The irregular lot consists of a lower lying region in the northern half and a much steeper remaining southern portion, with a change in elevation ranging from 11m-12m. The parcel is surrounded by the Bamfield Inlet to the north and east, an existing single family dwelling on the property to the west, and undeveloped residential property to the south.
- ii. **Services**
 - a. **Sewage Disposal:** On-site sewage disposal.
 - b. **Water Supply:** Bamfield Water System. Connection to the water system will require an extension of the water main from the west side of Bamfield Inlet.
 - c. **Fire Protection:** Bamfield Volunteer Fire Department.
 - d. **Access:** Water access only. The applicants have been asked to provide details of a parking and accessibility plan to gain access to the property.
- i. **Existing Planning Policies Affecting the Site**
 - a. **Agricultural Land Reserve:** Not within the Agricultural Land Reserve.
 - b. **Official Community Plan:** The Bamfield Official Community Plan designates the property as "Residential Use".

The property is within DPA I – Riparian Areas Protection, DPA II – Natural Hazard Areas Protection, and DPA IV – Coastal Protection.

DPA I – Riparian Area Protection and DPA IV – Coastal Protection

The applicant engaged DR Clough Consulting as a Qualified Environmental Professional to prepare an Environmental Assessment Report for the proposed development. The report, dated September 4, 2020, provides recommendations for landscaping, best practices for construction, and satisfies the guidelines for DPA I – Riparian Area Protection and DPA IV – Coastal Protection.

DPA II – Natural Hazard Areas Protection

The applicants engaged Lewkowich Engineering Associates Ltd. (LEA) as a Qualified Environmental Professional to prepare a report to assess geotechnical hazards including coastal flooding and steep slopes.

DVA20006

The report, dated September 14, 2020, provides:

- A coastal Flood Construction Level (FCL) of 5.39m geodetic elevation, based on a combined method of High High Water Large Tide (HHWLT), Sea Level Rise (SLR), Regional Adjustment (RA), Storm Surge (SS), Wave Effect (WE), and Free Board (FB); and
- A development setback of 7.5m (24.6 ft.) from the Present Natural Boundary (PNB) of the property frontage.

The LEA Ltd. report satisfies the guidelines of DPA II – Natural Hazard Areas Protection provided the discussion and recommendations listed in the report are followed.

The proposed variance complies with the goals and policies of the Bamfield Official Community Plan, provided that the recommendations in the environmental reports are followed.

- c. **Zoning:** The property was rezoned in 2001 from Acreage Residential (RA2) District to Bamfield Cottage Residential (BRC) District. Permitted uses include one single family dwelling and one cottage with limitations in floor area and building setbacks.

The applicants' proposal to construct a single family dwelling complies with the permitted uses in the BRC District. However, the irregular parcel shape, setbacks, DPA requirements, variable and steep topography, and proximity to Bamfield Inlet significantly restrict the buildable area. As such, the applicants have applied for a Development Variance to site the proposed dwelling.

Development requirements in the BRC District

| | Required | Proposed |
|------------------|----------|-----------------|
| Minimum Setbacks | | |
| Front: | 40 ft. | 24.6 ft. |
| Rear: | 30 ft. | - |
| Side: | 15 ft. | 12.5 ft. |
| Lot Coverage: | 30% | - |
| Building Height: | 35 ft. | - |

Setback requirements for front yards, rear yards, and side yards are defined based on lot orientation. The subject property is triangular and the setback requirements apply as follows: front yard is defined as the property line meeting the Bamfield Inlet, the western and southern property lines are defined as side yards, and there is no rear yard or associated rear yard setback for this parcel.

LEA's proposed safe development setback of 7.5m (24.6 ft.) from the Present Natural Boundary (PNB) of the property frontage supports this application for a front yard variance.

DVA20006

The applicants are applying for a development variance to reduce the required front yard setback from 40 feet to 24.6 feet and the western side yard from 15 feet to 12.5 feet for a property in the Bamfield Cottage Residential (BRC) District to accommodate the construction of a single family dwelling.

Comments:

A 2002 covenant registered to the property title, ET78675, between the owner and the former BC Ministry of Environment, Lands and Parks requires that no building intended for human habitation be constructed within 15 m (49.2 ft.) of the natural boundary of Bamfield Inlet. The covenant further requires that the underside of the floor must be greater than 4m (13.1 ft.) above the natural boundary for a main residence or 3m (9.8 ft.) above the natural boundary for an occasional use building. However, a lesser setback or elevation may be determined by a professional engineer. The LEA report satisfies this requirement. As a condition of approval of this development variance, the Regional District will require confirmation from the Province that the conditions in the restrictive covenant have been satisfied.

The property is water access only. The applicants intend to construct a dock to meet their access requirements. A FrontCounter BC application has been submitted to determine if the dock requires Specific Permissions for siting.

The applicants have applied for a development variance permit to allow for a building envelope on the property. The variance would reduce the required front yard setback from 40 feet to 24.6 feet and the side yard from 15 feet to 12.5 feet to accommodate the construction of a single family dwelling. LEA's proposed safe development setback of 7.5m (24.6 ft.) from the Present Natural Boundary of the property frontage supports this application for a front yard variance.

Staff recommend that the Board of Directors consider issuing development variance permit DVA20006 to initiate the neighbour notification process and gather input from the community. Staff support for considering the variance is subject to the Province confirming that the flood setback wording in the existing restrictive covenant has been satisfied and that substantive restoration work and replanting takes place within the previously disturbed riparian area prior to final consideration of the variance.

Submitted by: 
 Alex Dyer, MCIP, RPP, Planner

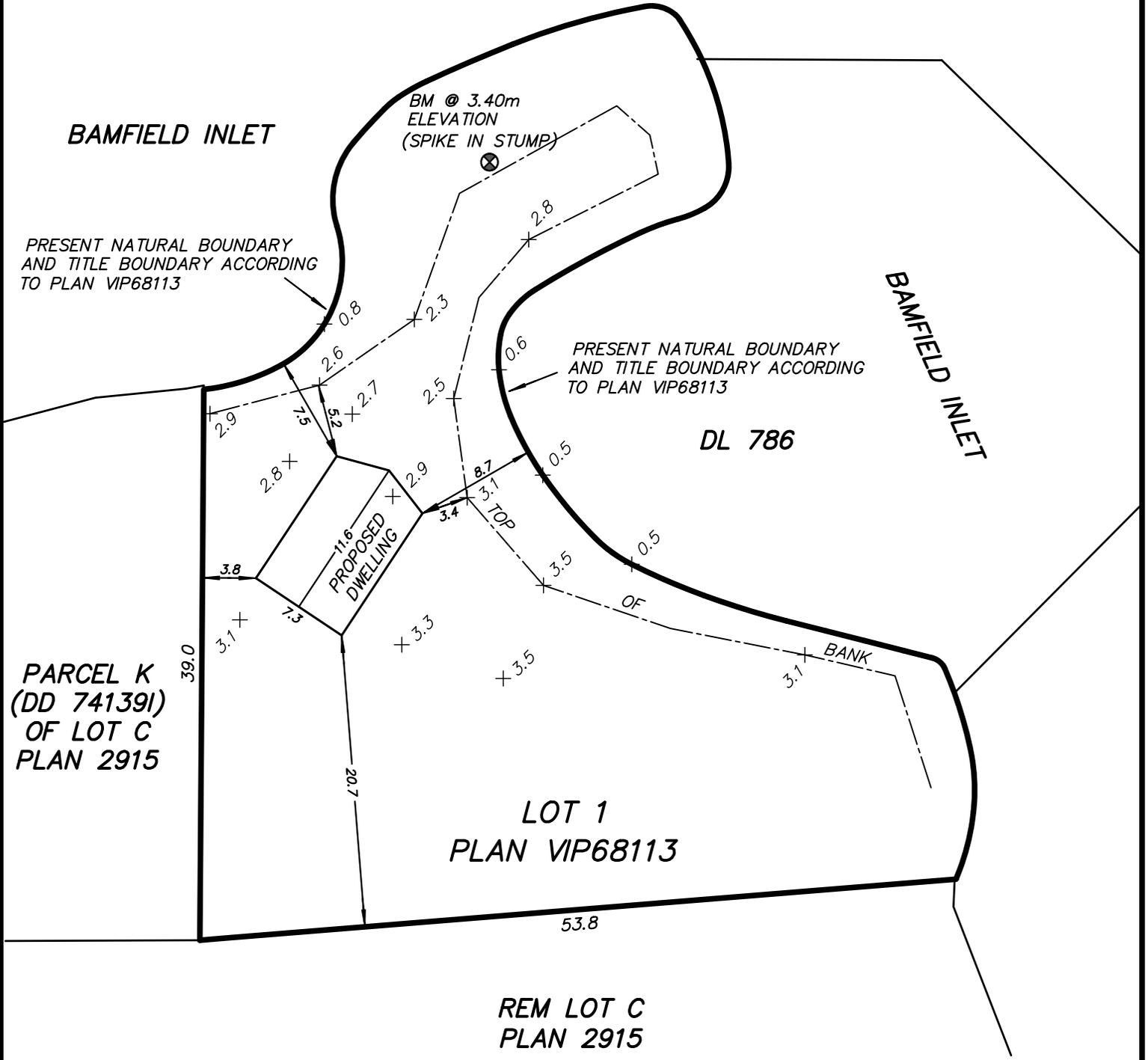
Reviewed by: 
 Mike Irg, MCIP, RPP, General Manager of Planning & Development

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

DVA20006

PLAN OF LOT 1, SECTION 19, TOWNSHIP 1,
BARCLAY DISTRICT, PLAN VIP68113.
SHOWING PROPOSED BUILDINGS THEREON
(FOR DEVELOPMENT VARIANCE APPLICATION).
SCALE 1:400

ALL DISTANCES ARE IN METRES.
 FOR BUILDING INSPECTION ONLY.
 JURISDICTION: REGIONAL DISTRICT OF ALBERNI CLAYOQUOT
 PID NO: 024-330-485
 CIVIC ADDRESS: 422 BURLO ISLAND
 BAMFIELD, B.C



Environmental Assessment,
422 Burlo Island
Alberni Clayoquot Regional District

Prepared For:

Julian & Ildiko Dombi

September 4, 2020

By

D. R. Clough Consulting
Fisheries Resource Consultants
6966 Leland Road Lantzville B.C. V0R 2H0
Ph/fax: 1-250-390-2901, email: drclough@shaw.ca

Table of Contents

| | |
|--|----|
| Table of Contents | 2 |
| 1.) General Project Description | 3 |
| Figure 1: Burlo Island Location | 3 |
| Figure 2: Burlo Island Survey Site | 4 |
| 2.0) Project Objectives | 4 |
| 3.0) Methods | 4 |
| 4.0) Results | 5 |
| 4.1) Ecological Setting | 5 |
| Figure 3: Ecological Area; Coastal Western Hemlock, CWH vh1 | 5 |
| 4.2) Vegetation Communities | 5 |
| Figure 4: Eel grass map of Burlo Island and surrounding area | 6 |
| Figure 5: Foreshore looking southwest along point | 7 |
| Figure 6: Looking south at bay and cleared area | 8 |
| 4.3) Wildlife | 8 |
| 4.3.1) Amphibians and Reptiles | 8 |
| 4.3.2) Birds | 8 |
| 5.0) Rare and Endangered Species | 8 |
| 5.1) Endangered Species | 8 |
| 5.2) Ecological Communities | 9 |
| 6.0) Development Effects Assessment | 9 |
| 6.1) Vegetation | 9 |
| Table 2) Anticipated impacts on local vegetation | 9 |
| 6.2) Aquatics Resources | 9 |
| Table 3) Anticipated impacts on aquatic resources | 9 |
| 6.3) Wildlife | 9 |
| Table 1) Anticipated impacts on local wildlife and habitat | 10 |
| 7.) Residual Effects | 10 |
| 8.) Cumulative Effects | 10 |
| 9.0) Applicable Legislation | 10 |
| 9.1) Provincial Legislation | 10 |
| 9.2) Federal Legislation | 10 |
| 10.) Discussion | 10 |
| References: | 11 |
| Appendix 1: SARA Species Potentially Occurring within CWH Biogeoclimatic Zone | 12 |
| Appendix 2: Rare and Endangered Ecosystems Potentially Occurring within the CWHvh1 Biogeoclimatic Zone and South Island Forestry District | 13 |
| Appendix 3: Site Plan | 14 |

1.) General Project Description

The purpose of this report is to review the environmental aspects on the development property. Robert Aston, Project Manager on behalf of the property owners, asked us to provide this report. The project is to build a cabin on the property.

Location: Burlo Island is located within Bamfield Inlet. Lot 1 is on the northeast side of the Island looking at the Bamfield government dock.

Legal Description:

Owners:

Julian & Ildiko Dombi
Home: (604) 501-1424

Legal:

Lot 1, Section 19, Township 1, Barclay District, Plan VIP68113
Civic: 422 Burlo Island Bamfield, B.C.
PID: 024330485

Figure 1: Burlo Island Location

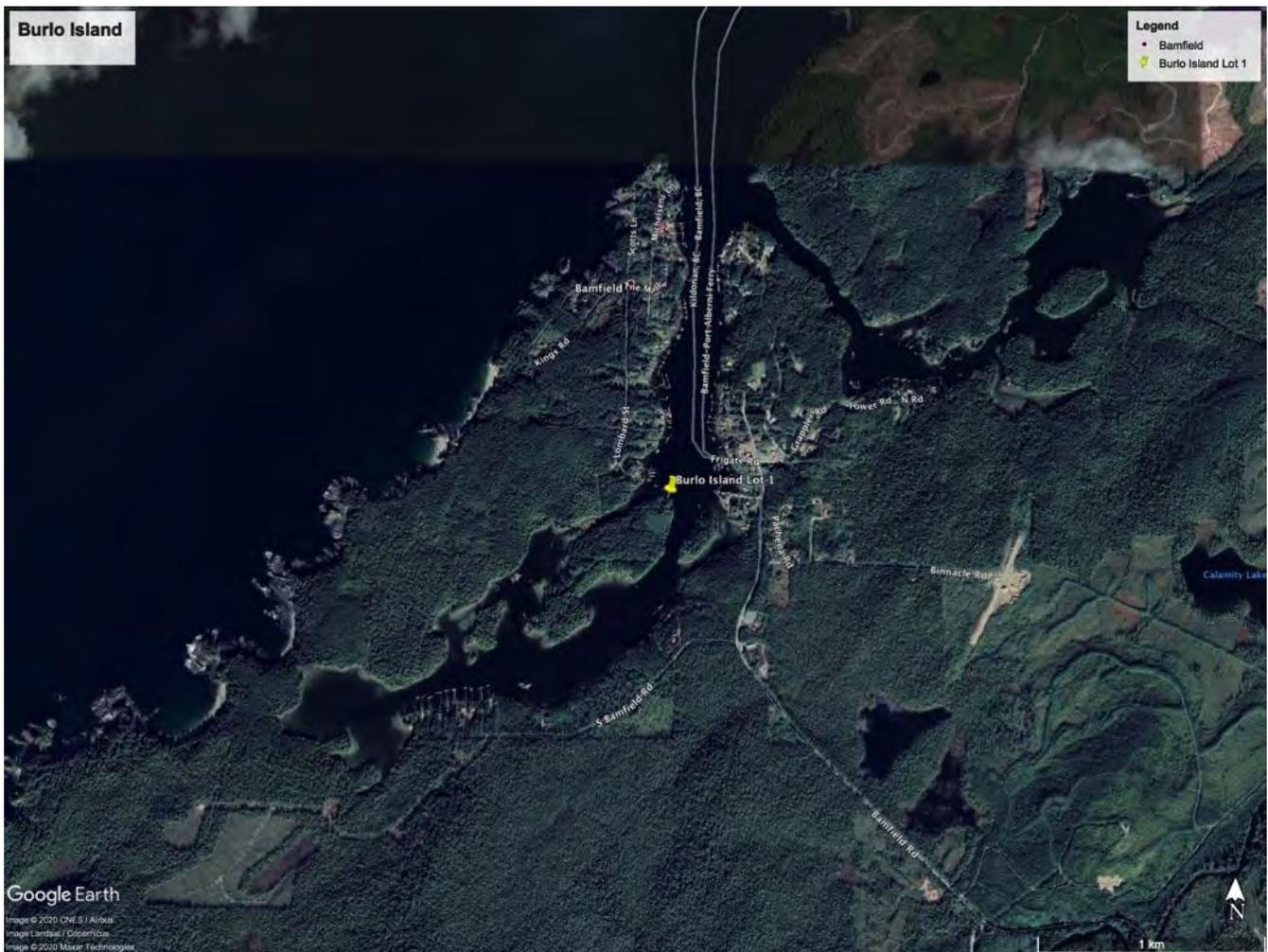


Figure 2: Burlo Island Survey Site



2.0) Project Objectives

The purpose of this document is to provide an environmental assessment and determine compliance of the building plan within the Development Permit Area:

1. Assessment of the aquatic and terrestrial resources within the property area;
2. Determine the potential impacts of the proposed structures;
3. Review potential mitigative measures to avoid causing negative impacts caused from the proposed work.

3.0) Methods

The methodology for this assessment included:

1. An assessment of potential environmental impacts;
2. Review of development plans and measures to protect the environment
3. Preparation of a mitigation plan (if required);

The method and presentation of this assessment follows the *Canadian Environmental Assessment Act* (CEAA) guidelines that follow federal standards for review of environmental attributes. This assessment focused primarily on the aquatic resources of the foreshore directly in the vicinity of the proposed work area as these were the identified environmental resources most likely to be impacted.

The report was prepared using the following references to describe the environmental resources and to identify any potential environmental issues within the work area.

1. Committee on the Status of Endangered Wildlife in Canada (COSEWIC) database reports. (www.cosewic.gc.ca)
2. BC Ecosystem Explorer. Database reports. (<http://www.env.gov.bc.ca/atrisk/toolintro.html>)

A site inspection was conducted on July 24, 2020 by Brad Remillard, RPBio. Results are below.

4.0) Results

The site assessment results are presented below. It describes the environmental setting and the results of the review of information on rare and endangered communities, plants or wildlife. The second part of the report describes the site inspection and local features.

4.1) Ecological Setting

The Burlo Island ecological setting is representative of the Coastal Western Hemlock (CWH) biogeoclimatic zone¹. The CWH zone occurs at low to middle elevations along the west coast of Vancouver Island. The CWH is the dominant biogeoclimatic zone on western Vancouver Island. The Bamfield area is in the CWHvh1 variant of “very wet hypermaritime, southern”.

Figure 3: Ecological Area; Coastal Western Hemlock, CWH vh1.



4.2) Vegetation Communities

Vegetation communities within the proposed work site were grouped into one of the two types:

1. Marine foreshore
2. Coastal rain forest

Marine Foreshore:

The northeast facing foreshore features primarily gravels and fines with some cobbles. The foreshore is a moderate gradient gradual slope that has been disturbed. During the survey, very limited vegetation

¹ <https://www.for.gov.bc.ca/hre/becweb/resources/maps/DistrictScaleMaps.html>

was observed, there was no vegetation in the small bay. There was some Rockweed (*Fucus distichus*) and Acorn Barnacles (*Balanus glandula*) on the bedrock points on either side of the bay. The bedrock and rockweed continues along the northwest side of the island past the existing dock. There was eel grass observed during the survey and mapped just out from the shore of the northern end of Burlo island (See Fig 4).

Figure 4: Eel grass map of Burlo Island and surrounding area



Figure 5: Foreshore looking southwest along point.



Coastal Rain Forest:

The CWH forest site had an overstory of mature Western Hemlock (*Tsuga heterophylla*), Western Red Cedar (*Thuja plicata*), and younger Red Alders (*Alnus rubra*). The brush and understory is composed of Salal (*Gaultheria shallon*), Pacific Crabapple (*Malus fusca*) and Sword Ferns (*Polystichum munitum*).

The building area has previously been cleared within the DP area. The site is partially cleared as seen in Figure 6 below.

Drainages: There are no drainages or fresh water features within the property.

Figure 6: Looking south at bay and cleared area.



4.3) Wildlife

There was no observed sign of large mammals on the island during the site inspection of the property. There may be occasional visits due to the short distance to Bamfield and the channel between the two dries during low tide. There may be occasional visits by the most common local species; Black Bear (*Ursus americanus*), and Black Tail Deer (*Odocoileus hemionus*). Local residents mentioned no observations. There were no dens on the property due to the lack of habitat.

4.3.1) Amphibians and Reptiles

The island habitat limits the possibility of species. None were observed during the visit none were expected. The island has no freshwater lakes or no wetlands. It is suspected they did not frequent this area before clearing due to the lack of fresh water sources.

4.3.2) Birds

Bald Eagle, Great Blue Heron and various Gull species were observed on the boat ride to the site. Purple Martin, House Sparrow, Brown-headed Cowbird and Cliff Swallow are all observed locally on the website Ebird from a station in Bamfield approximately 650m away from the lot. The birds may use the adjacent forest as perching and nesting habitat. Lot 1 had been recently cleared of a stand of second growth trees. The adjacent forest had no observed stick (raptors and herons) nests. No further clearing is expected.

5.0) Rare and Endangered Species

5.1) Endangered Species

According to the Conservation Data Center (CDC) resources, there are 69 SARA species listed (Appendix 1) which are potentially present within the property. This list of plants and animals is area

based to the west coast. Among the list there are 27 bird species, 6 mammals, a bivalve and 8 insects. On the development property the incidence potential is much less due to specific limited and altered habitat of the small site. Some of the listed nearby incidences include Western Screech Owl, Marbled Murrelet and Dromedary Jumping Slug. None were observed during the site visit and given the limited habitat none expected on terrestrial habitat.

5.2) Ecological Communities

According to the Conservation Data Center (CDC) resources, there are 24 potential communities of concern within the large scale of CWHvh1 Biogeoclimatic Zone and the ACRD (Appendix 2), none of which are SARA listed.

6.0) Development Effects Assessment

The proposed building was designed by Linwood Custom Homes. The construction diagram shows the building to be in the back southwest corner of the lot with the sewage system located directly east from the building. The present natural boundary (PNB) is shown in the Appendix 3 along the green line. The proposed works are above the

6.1) Vegetation

There has been complete removal of trees along the shoreline and building area. There is still trees and vegetation around the perimeter of the lot as well as the north outcropping and the southeast corner. The bay on the east side of the lot has been previously disturbed and does not have much aquatic plants. The foreshore plants are less disturbed due to the barren bedrock aspect on the high tide line. There were no significant impacts or noticeable marine plants.

Permanent loss of habitat: The footprint of the building is relatively small but is a permanent loss of habitat and treed area. The removal of all the terrestrial riparian area was the highest impact.

Table 2) Anticipated impacts on local vegetation

| | Marine Foreshore | Coastal Rain Forest | Rare Plant Species at Risk | Rare or endangered ecosystems |
|--------------|------------------|---------------------|----------------------------|-------------------------------|
| Habitat Risk | Low* | High | Negligible | Low |

* Low owners wish to improve the foreshore habitat once building is completed.

6.2) Aquatics Resources

The proposed cabin is above the high water mark. Currently, there are no plans for works below the high tide mark, it will be in at the building footprint (Appendix 3). There is eel grass documented in the area, however, there are no planned works within the water. The expected habitat impacts are summarized below:

Table 3) Anticipated impacts on aquatic resources

| | Habitat Effects | Anticipated Environment Effects | | | |
|--------------|------------------------------|---------------------------------|-----------------------------|-----------|-------------------|
| | Marine Aquatic Invertebrates | Marine Pelagic Fishes | Salt Water Salmonid Rearing | Eel Grass | Subtidal Habitats |
| Habitat Risk | Low | Low | Low | N/a | N/a |

6.3) Wildlife

The proposed cabin is located on a tree and shrub dominated area upland of the beach. The expected habitat impacts of development on wildlife are summarized below:

1. Permanent loss of habitat: Around the building footprint and the sewage system. Construction clearing removed the existing trees in adjacent area. Wildlife are likely to continue to use the area for grazing of grass or shrubs similar to clear cut openings adjacent other forested areas.

2. Temporary habitat avoidance by wildlife can be expected during the work period on building the deck due to increased noise and other building activities.

Table 1) Anticipated impacts on local wildlife and habitat

| | Habitat Effects | Anticipated Environment Effects | | |
|--------------|-------------------|---------------------------------|--------------|-----------------|
| | Mammalian habitat | Reptile and amphibian habitat | Bird Habitat | Species at Risk |
| Habitat Risk | Low | Low | Low | Low |

The impacts on potential wildlife habitat and populations include temporary loss of use of habitat. The cabin is expected to have some limited effects on wildlife that have used the area in the past and for those that use it to access the foreshore. The secondary impact of the adjacent clearing is recommended to be landscaped with native plants to improve the riparian area.

Noise and other construction related activity is expected to result in a temporary exclusion from the area of the work site. This impact is expected to be short term and should not alter any wildlife habitats within the riparian areas.

7.) Residual Effects

It is anticipated that the long-term impacts of this project will have no net loss of habitat with respect to the function of the DPA

8.) Cumulative Effects

Upon a review of the BC Environmental Assessment Office registry there are no active projects within 1km of the proposed site. The adjacent sites feature similar residential lots.

9.0) Applicable Legislation

9.1) Provincial Legislation

Wildlife Act: The *Wildlife Act* protects all wildlife and endangered species from human related disturbance. The Act covers amphibian, birds, mammals, reptiles and their nesting habitat. The Act also reduces the seasonal window, which certain vegetation can be removed (April 1- July 31) to protect surrounding bird nests.

9.2) Federal Legislation

Fisheries Act: The *Fisheries Act* protects all fisheries resources in Canada including fish habitat and migration. It is anticipated that any negative impacts during the construction period can be minimized by following an Environmental Management Plan guided by the “Develop With Care: Environmental Guidelines for Urban and Rural Land Development in B.C.”

Migratory Bird Convention Act: The *Migratory Bird Convention Act* protects all migratory bird nesting habitat from disturbance. The Act also reduces the window which certain vegetation can be removed (April 1- July 31) to protect surrounding bird nests.

10.) Discussion

The location of the cabin is with DP area of a small coastal island. The tideline and sub-tidal areas consist of bedrock on either side of the bay, with boulder and cobble angular shaped rock on the gradual sloping beach. The plant community is relatively diverse adjacent the lot. At the tideline and below are barnacles and rockweed with very limited ground coverage. The cabin development effect on the site is low impact. Along the upland area where the cabin and sewer is to go was cleared of all vegetation. This is an area identified as important for environmental contribution.

All construction is recommended to follow the “Develop With Care Guidelines” for protection of adjacent features during construction. This includes careful application of concrete, avoidance of spills and introduction of debris into the water. The construction was underway during the inspection. The crew were taking appropriate measures to limit construction impacts; materials were stored away from the water, and there were no spills or debris evident.

Yours truly

Brad Remillard, RPBio

References:

B.C. Conservation Data Centre. 2020. BC Species and Ecosystems Explorer. B.C. Minist. of Environ. Victoria, B.C. Available: <http://a100.gov.bc.ca/pub/eswp/> (accessed Aug, 2020).

Fisheries Information Summary System (FISS). 2020. Found at Fisheries Inventory Data Queries Ministry of Environment website <http://srmapps.gov.bc.ca/apps/fidq/>. Accessed 2020.

Ministry of Environment, Land and Parks & Ministry of Forests (MoF). 1998. Field Manual for Describing Terrestrial Ecosystems. Ministry of Environment, Lands and Parks & Ministry of Forests.



GEOTECHNICAL HAZARD ASSESSMENT

New Residence, 422 Burlo Island,
Bamfield, BC
Lot 1, Section 19, Township 1,
Barclay District, Plan VIP68113
District, PID NO. 024-330--485

Prepared For:
Julian & Ildiko Dombi

Attention: Julian & Ildiko Dombi

September 14th, 2020

File No.: F8478.01
Revision No.: 00
Prepared by: John Hessels, ASCT
Chris Hudec, M.A.Sc, P.Eng

Lewkowich Engineering Associates Ltd.
1900 Boxwood Road
Nanaimo, BC, V9S 5Y2
250-756-0355 (Office)
250-756-3831 (Fax)
www.lewkowich.com
geotech@lewkowich.com

LEA Lewkowich
Engineering
Associates Ltd.

DISCLAIMER

1. Lewkowich Engineering Associates Ltd. (LEA) acknowledges that this report, from this point forward referred to as “the Report,” may be used by the Alberni Clayoquot Regional District (ACRD) as a precondition to the issuance of a development and/or building permit and that this Report and any conditions contained in the Report may be included in a restrictive covenant under Section 56 of the Community Charter and registered against the title of the Property at the discretion of the ACRD.
2. This Report has been prepared in accordance with standard geotechnical engineering practice solely for and at the expense of Julian & Ildiko Dombi. We have not acted for or as an agent of the ACRD in the preparation of this Report.
3. The conclusions and recommendations submitted in this Report are based upon information from relevant publications, a visual site-assessment of the Property, anticipated and observed subsurface soil conditions, current construction techniques, and generally accepted engineering practices. No other warrantee, expressed or implied, is made. If unanticipated conditions become known during construction or other information pertinent to the development becomes available, the recommendations may be altered or modified in writing by the undersigned.
4. Future construction shall be carried out within the requirements and recommendations of the Environmental Consultant (if applicable), any defined jurisdictional bylaws, or any existing restrictive covenants, whichever is more stringent. Any environmental and/or jurisdictional limitations may supersede the recommendations in this Report.
5. The conclusions and recommendations issued in this Report are valid for a maximum of two (2) years from the date of issue. The 2-year term may be reduced as a result of updated bylaws, policies, or requirements by the authority having jurisdiction, or by updates to the British Columbia Building Code (BCBC). Updates to professional practice guidelines may also impact the 2-year term. If no application of the findings in this Report have been made to the subject development within the 2-year term, the conclusions issued in this Report become void and re-assessment of the Property will be required.
6. This report has been prepared by Mr. John Hessels, ASCT, and by Mr. Chris Hudec, M.A.Sc., P.Eng. Messrs. Hessels and Hudec are both adequately experienced and are also members in good standing with their respective professional associations; Applied Science Technologists and Technicians of British Columbia (ASTT) and Engineers and Geoscientists of British Columbia (EGBC).

EXECUTIVE SUMMARY

1. The following is a brief synopsis of the Property, assessment methods, and findings presented in the Report. The reader must read the Report in its entirety; the reader shall not rely solely on the information provided in this summary.
2. The subject property, 422 Burlo Island, Bamfield, BC, from this point forward referred to as “the Property,” is located on the west coast of Vancouver Island within the jurisdictional boundaries of the ACRD. The proposed development for the Property at the time of this report consists of a small residential dwelling.
3. A site-specific hazard assessment was conducted to identify potential geotechnical hazards for the Property. Two primary geotechnical hazards are addressed in the Report; Coastal flooding, and Steep Slope.
4. The findings in the Report determined the probability of flooding would be governed by coastal flooding. The Report established a coastal FCL of 5.39m GD elevation, and a development setback of 7.5m from the PNB of the property frontage. Protection from a Tsunami event in excess of the FCL elevation is met by immediate access (pathway) to the upland portion (rear) of the lot (12m GD).
5. The Report concludes that the steep slope located at the rear of the property is globally stable bedrock with minor surficial raveling to be remedied with slope armouring and revegetation program of the lower bare areas in concert with Environmental Consultants findings and recommendations.
6. The findings confirm that there is safe and suitable buildable area within the proposed lot as depicted on the attached survey.

List of Abbreviations Used in the Report

| Abbreviation | Title |
|--------------|--|
| DPA | Development Permit Area |
| EGBC | Engineers and Geoscientists of British Columbia |
| FB | Free Board |
| FCL | Flood Construction Level |
| FNB | Future Natural Boundary |
| GD | Geodetic Datum |
| KWL | Kerr Wood Leidal Associates Ltd. |
| LEA | Lewkowich Engineering Associates Ltd. |
| MFLNRO | BC Ministry of Forests, Lands, and Natural Resource Operations |
| PNB | Present Natural Boundary |
| RA | Regional Adjustment |
| ACRD | Alberni Valley Regional District |
| SLR | Sea Level Rise |
| SS | Storm Surge |
| WE | Wave Effect |



TABLE OF CONTENTS

| | |
|---|-----|
| DISCLAIMER..... | I |
| EXECUTIVE SUMMARY | II |
| TABLE OF CONTENTS..... | III |
| 1.0 INTRODUCTION | 1 |
| 1.1 General | 1 |
| 1.2 Background | 1 |
| 1.3 Assessment Methodology..... | 1 |
| 2.0 SITE CONDITIONS..... | 2 |
| 2.1 Physical Setting | 2 |
| 2.2 Terrain and Features..... | 2 |
| 2.3 Regional Geology | 3 |
| 2.4 Soil Conditions | 3 |
| 2.5 Groundwater..... | 3 |
| 3.0 COASTAL FLOOD COMPONENTS..... | 4 |
| 3.1 General | 4 |
| 3.2 Tides..... | 4 |
| 3.3 Sea Level Rise..... | 4 |
| 3.4 Regional Adjustment – Isostatic Rebound | 5 |
| 3.5 Storm Surge | 5 |
| 3.6 Wave Effect..... | 6 |
| 3.7 Freeboard..... | 6 |
| 4.0 COVENANT REVIEW | 7 |
| 5.0 DISCUSSIONS AND RECOMMENDATIONS..... | 7 |
| 5.1 Coastal Flooding..... | 7 |
| 5.1.1 Coastal FCL..... | 7 |
| 5.1.2 Coastal Natural Boundary Setback | 7 |
| 5.1.3 Floodwater and Inundation | 8 |
| 5.1.4 Scour and Erosion Protection | 8 |
| 5.1.5 Site Grading | 8 |
| 5.2 Steep Slope | 8 |
| 5.3 Seismic Tsunami..... | 9 |
| 5.4 Building Design Criteria..... | 9 |
| 6.0 CONCLUSIONS | 9 |
| 7.0 ACKNOWLEDGEMENTS..... | 10 |
| 8.0 LIMITATIONS..... | 10 |



| | | |
|------|-------------------|----|
| 9.0 | CLOSURE | 10 |
| 10.0 | ATTACHMENTS | 11 |
| 11.0 | REFERENCES..... | 11 |

1.0 INTRODUCTION

1.1 General

As requested, LEA has carried out a Geotechnical Hazard Assessment of the subject Property. This Report provides a summary of our findings and recommendations.

1.2 Background

- a. We understand that the proposed development consists of a new residential dwelling on a rural undeveloped lot.
- b. LEA understands as per the *Community Charter, (SBC2003), Chapter 26, Part 3, Division 8, Section 56* (as referenced in *Section 695 of the Local Government Act*) the Alberni-Clayoquot Regional District (ACRD) requires a Qualified Professional (Geotechnical Engineer) to determine whether the land may be used safely for the use intended. The Geotechnical Report is required to assess the suitability of geotechnical conditions for the proposed development, stating what (if any) natural hazards exist, and to provide comments and recommendations for the safe and suitable development of the land.¹
- c. LEA also understands the subject property falls within the Alberni-Clayoquot Regional District (ACRD) - Bamfield Official Community Plan (BOCP) area marked on BOCP Map No. 1. The property is shown on BOCP Map No. 3 to be in a Development Permit Area; specifically: DPA-I Riparian; DPA-II Natural Hazard; and, DPA-IV Coastal Protection.
- d. LEA understands the primary concern regarding hazards relates to the ocean frontage and steep slope areas. Therefore, a review of the subject lot is required to determine a safe buildable area and recommended Flood Construction Level (FCL).
- e. We also understand a Professional Biologist has been acquired to review the DPA-I & IV requirements for the site.

1.3 Assessment Methodology

- a. This assessment included a desktop review of relevant background information, including ACRD Bylaws, available development plans, registered covenants on title, aerial photographs, and published geology, topography and coastal flooding criteria. Please refer to the list of references at the end of this Report.
- b. A site reconnaissance was conducted on July 24, 2020 to visually assess the current site conditions throughout the Property and along the ocean foreshore. The lot was accessed via boat from the East Bamfield HFN Fisheries Dock approximately 300m to the southeast.

- c. This assessment was prepared with consideration of the referenced EGBC *Guidelines for Legislated Landslide Assessments for Proposed Residential Development in British Columbia*,² and *Legislated Flood Assessments in a Changing Climate in BC*.³ Please refer to the attached EGBC assurance statements.

2.0 SITE CONDITIONS

2.1 Physical Setting

- a. The subject Property is located on the west coast of Vancouver Island within the community of Bamfield at the northern tip of Burlo island, which is located at the approximate mid-point of Bamfield Inlet. The Property is immediately bordered to the north and west by Bamfield Inlet, to the east by a developed residential property and by undeveloped rural residential properties to the south. Refer to Figure 2.1 below (ACRD Map).

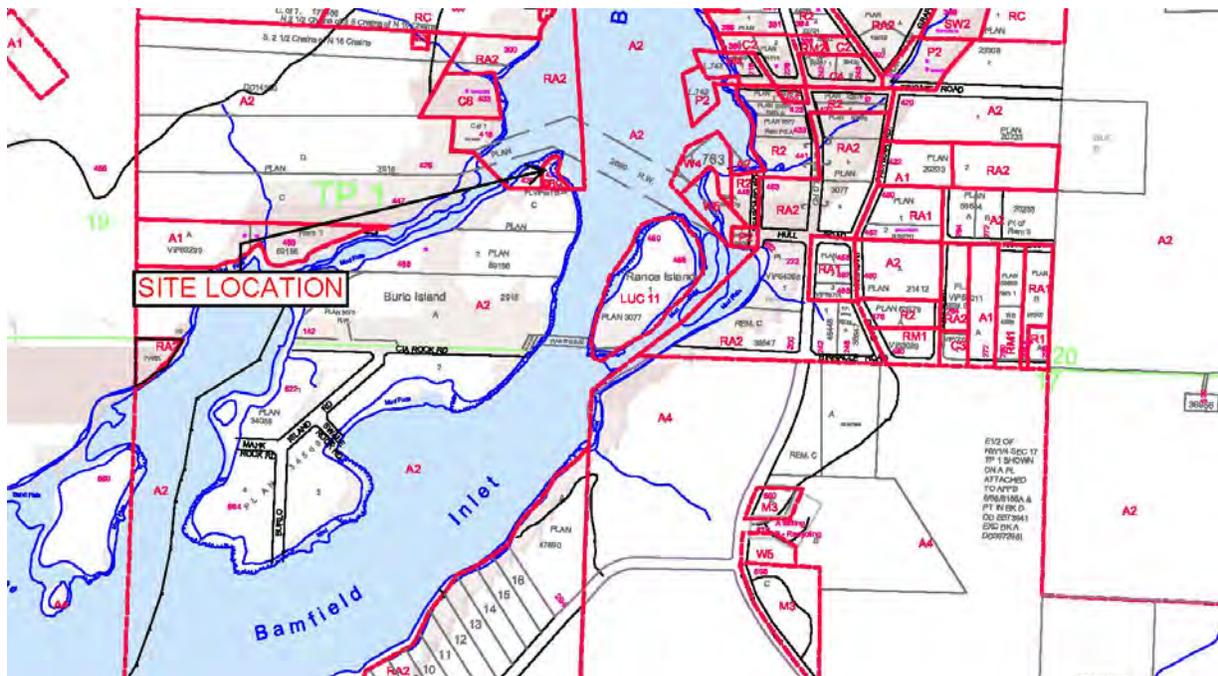


Figure 2.1: Property Location

2.2 Terrain and Features

- a. The lot is an irregular shaped lot that consists of a lower lying region in the northern half that includes a small bay like feature and a much steeper portion of land in the remainder to the south. The two areas are separated by an incised 4m wide bench and 2m wide pathway to gain access to the upper reaches.
- b. Based on the recent and historic surveys, the slope is approximately 11 to 12m in height, with average (i.e. crest to toe) slope angles between 23 to 27 degrees from horizontal. However, localized slope angles of approximately 40-45 degrees were observed on the slope to the upper 6m high bench during our site

reconnaissance.

- c. Below the slope, a relatively flat area of approximately 6m (west) to 30m (east) in width and less than 3m of vertical relief separates the toe of slope from the PNB of the ocean. The level area transitions into a low bank foreshore with a gently sloping (approximately 10 degree) intertidal zone facing the open waters of the Bamfield Inlet.
- d. At the time of our field review, the Property was undeveloped. In general, the slope is moderately vegetated with immature mixed trees and low-lying vegetation. The lower level, proposed building area has undergone some recent ground work and general devoid of any vegetation.

2.3 Regional Geology

- a. Bedrock geology for the area is classified as granodioritic intrusive rocks, and date back to the early to middle Jurassic period.⁴
- b. There are no known fault lines that cross the subject Property.

2.4 Soil Conditions

- a. A subsurface investigation was not included as part of this Geotechnical Hazard Assessment. Visual inspection of the site allowed for observations of minor soil exposures within the Property.
- b. At the time of our field review, there had been some land clearing and manipulation of thin surficial soils to create a suitable building area, pathway and upper bench area. These soils consisted of rock rubble with inclusions of sand, gravel and trace organics. In general, observed conditions were consistent with published geology mapping and consisted of moderately fractured exposed bedrock or loose to compact rock rubble, sand and gravel mixture cover over bedrock. We anticipate less than 1.0m fills are present over the anticipated building area.
- c. Observations of minor soil exposures on the slope faces indicate primarily near surface bedrock with a thin cover of rock rubble fills on the slopes that are less than 45 degrees.

2.5 Groundwater

- a. There was no ponded water, nor evidence of abnormal groundwater conditions observed during our visual reconnaissance of the Property.
- b. Groundwater levels can be expected to fluctuate with tides and seasonally with cycles of precipitation. Groundwater conditions at other times and locations can differ from those observed at the time of our assessment.

3.0 COASTAL FLOOD COMPONENTS

3.1 General

- a. In the past, in ACRD areas without published Floodplain Mapping, the convention has been to establish the minimum Flood Construction Level (FCL) as 3.0m (since 2000) above the Natural Boundary (4.94 GD). However, coastal communities are adopting a model for establishing minimum floor elevations to account for future sea level rise.
- b. The referenced KWL report provides the methodology for the Combined Method to determine an adequate FCL that incorporates the issue of sea level rise and other mitigating factors.⁶ This method has been adopted by provincial guidelines⁷ and is recommended practice by EGBC. The methodology includes the sum of the following variables determined through recent studies to have implications regarding potential coastal flooding.

3.2 Tides

- a. The nearest tidal station to the subject property is Bamfield Station No. 8545. A summary of published tide elevations, current as of January 2020, are presented in Table 4.2 below.

Table 4.2 – Summary of Bamfield Tide Elevations, Station No. 8545

| Tidal Condition | Tidal Water Level (local datum) |
|-----------------|---------------------------------|
| HHWLT | 3.95 m |
| HHWMT | 3.25 m |
| MWL | 2.01 m |
| LLWMT | 0.66 m |
| LLWLT | -0.10 m |

- b. The design tidal elevation in GD is calculated as follows: HHWLT (3.95m) – MWL (2.01m) = 1.94 m GD

3.3 Sea Level Rise

- a. Information prepared by the provincial government in 2011 regarding policy for coastal floodplain mapping assumes a 1.0m rise in sea level over a 100 year span from the year 2000 to 2100. See figure 4.3 below.

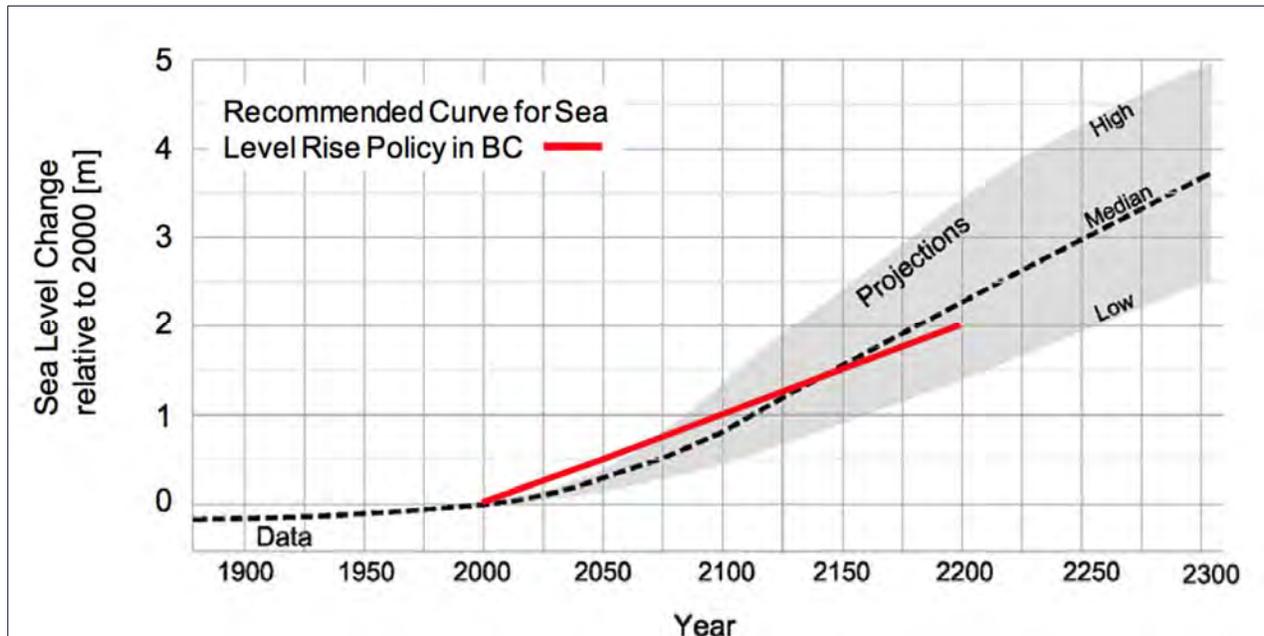


Figure 4.3 – Recommended Global SLR Curve for Planning and Design in BC

- b. The assumed amount of SLR is based on current information and will be evaluated in the future as more information becomes available. It should be noted that a 1.0m SLR estimate by the year 2100 is a conservative projection and has been used in the preparation of this report. Whereas the 2.0m SLR estimate by the year 2200 would be considered a mid to low range projection.
- c. Forecasting this far into the future carries significant uncertainties. Monitoring changes of SLR is beyond the scope of this report. We expect local authorities to remain informed in order to adjust their flood management plans/guidelines accordingly.

3.4 Regional Adjustment – Isostatic Rebound

- a. Future sea level is also affected by vertical land movement due to tectonic shifting. Calculations in SLR reflect changes in the regional rebound or subsidence of the land surface. Areas where the land elevation is increasing (rebound) should decrease the allowance for SLR, while areas where the land elevation is decreasing (subsidence) should increase the allowance for SLR.
- b. As per Figure 2-3 of the MFLNRO report prepared by KWL, uplift rates for this area of western Vancouver Island range from 3.6 to 4.0 mm/year.⁷ Considering a 100-year design life for the Cabin, we have selected an RA value of -0.40m for the calculation of coastal FCL.

3.5 Storm Surge

- a. Sea levels along the BC coast are not only affected by astronomical tide cycles but also by storms. Storms may affect water levels due to:

- i. Changes in atmospheric pressure.
 - ii. Strong winds acting on the water surface generating waves.
 - iii. Changes in ocean currents or temperature.
- b. The combined effect of all these factors is termed “storm surge” (SS).
- c. As per Table 2-1 and 2-4 of the MFLNRO report prepared KWL, we have selected a SS value of 1.30m GD considering the 1:200-year design storm event with a margin of safety for highly developed areas.⁷ This SS allowance includes allowances for local wind setup.

3.6 Wave Effect

- a. Breaking waves during the design storm event must also be considered, as breaking waves may further increase the depth of water along the shoreline, as well as increase risk of runup and overtopping leading to flooding.
- b. We note that wave effect is site specific and dependent on local bathymetry, oceanography, wind conditions, the presence of shoreline structures (revetment, dikes, etc.), as well as water levels at the time of the designated storm, which all contribute to the estimated wave runup and/or wave overtopping. Provincial guidelines suggest for coastal flooding hazard management, the wave runup is taken as 50% of the calculated runup elevation on the natural shoreline.⁸
- c. Wave effects are limited to the area immediately adjacent to the shoreline, estimated wave heights for the Bamfield inlet are known to be approximately 1.3m during storm events even though it is a well-protected inlet.
- d. Foreshore conditions at this Property consist of a natural, gently sloping (approx. 10% slope), shallow, sand-pebble-cobble shoreline underlain by bedrock. Major waves generally break offshore in normal sea state for these conditions, leaving only waves created by the local winds and fetch distances within the safe harbour of Bamfield inlet.
- e. Considering the development will be setback a minimum 7.5m from the Natural Boundary, as discussed further below, nominal WE values as presented in the MFLNRO report prepared by KWL⁷ which are 0.65m have been changed to 1.3m to account for conditions normally found at this area.

3.7 Freeboard

- a. A nominal FB value is typically added when calculating an FCL. The FB value accounts for uncertainties associated with value estimations used.
- b. Given the conservative nature of the Combined Method, which assumes the design storm occurs in conjunction with a high tide, provincial guidelines suggest a minimum FB of 0.3m shall be applied.⁷

4.0 COVENANT REVIEW

- a. As part of our assessment we have reviewed the legal title of the subject property, specifically relative to any restrictive covenants that may impact the conclusions or recommendations made in this report.
- b. At the time of this report, there were no restrictive covenants registered against the title of the property.

5.0 DISCUSSIONS AND RECOMMENDATIONS

5.1 Coastal Flooding

5.1.1 Coastal FCL

- a. We have used the Combined Method approach in order to determine a suitable FCL for the Property. The CM was established by KWL as part of the MFLNRO report on Coastal Floodplain Mapping Guidelines and Specifications.⁷ At the time of this report it is the recommended method for determining a coastal FCL for this Class of assessment (Class 0) and is supported by EGBC.
- b. The CM takes into account the effects of HHWLT, SLR, RA, SS, WE and FB, and the FCL is the sum of those components.
- c. Based on SLR projections for 100 years, the minimum FCL using the CM is derived in Table 7.2.1 below.

Table 7.2.1: FCL Determination using the CM to the Year 2120

| FCL Component | Contributing Value (GD) |
|------------------------|-------------------------|
| HHWLT | 1.94 m |
| SLR | 1.0 m |
| RA | -0.4 m |
| SS | 1.25 m |
| WE | 1.30 m |
| FB | 0.30 m |
| Calculated FCL: | 5.39 m GD |

- d. **Therefore, we recommend an FCL elevation of 5.39m GD for any Habitable Area, as defined by ACRD DPA 2 Natural Hazard.**

5.1.2 Coastal Natural Boundary Setback

As per the Flood assessment guidelines a building can be sited a minimum of 7.5m from the natural

boundary as long as there are is a non-erodible shoreline present. The subject site shoreline consists of igneous bedrock with a thin layer of sand and gravels over some portions. A desktop review of old pictures and a survey dating back to 1993 indicates no significant change in the shoreline (PNB) position to date. This was confirmed by the recent survey completed by Sims Associates date and appended to this report

5.1.3 Floodwater and Inundation

- a. The recommended coastal FCL and setback applies to any Habitable Area; defined as any room or space within a building or structure which can be used for human occupancy, commercial sales, or storage of goods, possessions or equipment (including furnaces) which would be subject to damage if flooded.
- b. The FCL establishes the minimum elevation of the underside of a wooden floor system or top of concrete slab for any Habitable Area. During construction, all footing and floor elevations should be confirmed by qualified survey personnel to ensure the finished floor grade is at or above the recommended minimum FCL geodetic elevation.
- c. In the event of a design flood, it is possible that floodwaters from the ocean would inundate the subject Property. The general risk of flooding and the degree or severity of the floodwater increases as the sea level rises.
- d. Provided any construction within the subject property satisfies the minimum recommended FCL and setback to PNB, we do not anticipate any damage to structures as a result of floodwater. However, anything constructed or stored below the recommended FCL, such as crawlspaces, basements or storage rooms, could be subject to flooding during less than design flood events.

5.1.4 Scour and Erosion Protection

We recommend that all foundation elements for the proposed building be founded on bedrock and pinned in place as a protective measure against possible inundation of flood waters over the next fifty years (estimated lifespan of the building). Specific pinning details can be provided once design plans are in place should be completed in concert with the building designer.

5.1.5 Site Grading

Yard areas between the proposed residence and the Titled Boundary should be sloped as to direct surface water away from the proposed house and toward the foreshore area.

5.2 Steep Slope

- a. The property contains a steep slope that declines from the rear of the property towards the foreshore. Based on the 1993 survey, the slope is approximately 11-12m in height, with average (crest to toe) slope angles between 23 to 27 degrees from horizontal. However, localized over-steepened areas with slope

angles of approximately 40 to 45 degrees were observed on the slope below the upper bench and pathway during our site reconnaissance.

- b. The steep slope is considered to be in a stable condition. There were no visual signs of potential global / full slope height instability (ponding water, tension cracks, seepage, slump blocks, toe erosion, etc.) observed on the subject property and slope.
- c. However, minor sloughing of surficial soils on the steeper sections upland of the proposed building area could occur. Therefore, it is recommended that the steep section of the pathway adjacent to the proposed building be armoured with rock rubble from the toe to the crest with a maximum 45 degree slope.

5.3 Seismic Tsunami

Based on the desktop review of available information, the ACRD's recommended FCL of 10.0m above the PNB (approx. 12.0GD) and 30.0m set horizontal setback is not attainable at this site. Therefore, we recommend evacuation to the highest point of land (12m GD) which is available at the southern extent of the property when the tsunami warning has been given.

5.4 Building Design Criteria

- a. No liquefiable or compressible soils were encountered during our field review. We anticipate bedrock within 1.0m of the current ground surface. A bearing capacity for the bedrock would be 400 kPa (SLS) and 533 kPa (ULS).
- b. Based on the 2018 British Columbia Building Code, Division B, Part 4, Table 4.1.8.4.A, "Site Classification for Seismic Site Response," the observed and inferred subsurface soil conditions would be classified as "Site Class C" (very dense soils, soft rock).

6.0 CONCLUSIONS

- a. From a geotechnical point of view, and provided the recommendations in this report are followed, the land is considered safe for the use intended (defined for the purposes of this report as new single family residence), with the probability of a geotechnical failure resulting in property damage of less than:
 - i. 2% in 50 years for seismic events, including slope stability;
 - ii. 1 in 200 year flood event, accounting for 50 years of sea level rise;
 - iii. 10% in 50 years for all other geotechnical hazards;

7.0 ACKNOWLEDGEMENTS

Lewkowich Engineering Associates Ltd. acknowledges that this report may be requested by the Planners and/or Building Officials (or equivalent) of the ACRD, as a precondition to the issuance of a development and/or building permit. It is acknowledged that the Approving Officers and Building Officials may rely on this report when making a decision on application for development of the land. We acknowledge that this report has been prepared solely for, and at the expense of Julian & Ildiko Dombi. We have not acted for or as an agent of the ACRD in the preparation of this report.

8.0 LIMITATIONS

The conclusions and recommendations submitted in this report are based upon the information available at the time of this assessment. The recommendations given are based on the anticipated subsurface soil conditions, current construction techniques, and generally accepted engineering practices. No other warrantee, expressed or implied, is made. If unanticipated conditions become known during construction or other information pertinent to the development become available, the recommendations may be altered or modified in writing by the undersigned.

9.0 CLOSURE

Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or additional requirements at this time, please contact us at your convenience.

Respectfully Submitted,
Lewkowich Engineering Associates Ltd.

:



John Hessels, ASCT
Senior Technologist



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

10.0 ATTACHMENTS

1. Sims Associates Land Surveying Ltd. *Plan of Lot 1, Section 19, Township 1, Barclay District, Plan VIP68113*, Dated September 3, 2019.
2. EGBC, Appendix D: Landslide Assessment Assurance Statement, signed September 14th, 2020.
3. EGBC, Appendix I: Flood Assurance Statement, signed September 14th, 2020.

11.0 REFERENCES

1. Alberni Clayoquot Regional District Electoral Area “A”, Official Community Plan, Bylaw No. P1309, Oct, 2014.
2. Engineers and Geoscientists of British Columbia, *Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in BC*, dated May 2010.
3. Engineers and Geoscientists of British Columbia, *Professional Practice Guidelines – Legislated Flood Assessments in a Changing Climate in BC*, Version 2.1, dated August 28, 2018.
4. BC Ministry of Environment, *Soils of South Vancouver Island, British Columbia*, Soil Survey Report No. 44, Sheet 3, dated 1986.
5. Province of BC, interactive web-map, iMapBC, accessed May 2020.
6. Kerr Wood Leidal Associates Ltd., BC Ministry of Forests, Lands, Natural Resource Operations, *Coastal Floodplain Mapping – Guidelines and Specifications*, dated June 2011.
7. BC Ministry of Forests, Lands, Natural Resource Operations and Rural Development, *Flood Hazard Area Land Use Management Guidelines*, Amended January 1, 2018.
8. Ausenco Sandwell, BC Ministry of Environment, *Guidelines for Management of Coastal Flood Hazard Land Use*, Proj No. 143111, dated January 27, 2011.



ALBERNI-CLAYOQUOT REGIONAL DISTRICT

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

Development Variance Application

MEETING DATE: November 25, 2020

ACRD FILE NO.: DVC20007

APPLICANT: Lauren Laing

LEGAL DESCRIPTION: LOT 1, BLOCK 47, SECTION 49, CLAYOQUOT DISTRICT, PLAN 510

LOCATION: 1150 Sixth Ave, Salmon Beach

ELECTORAL AREA: "C" Long Beach

APPLICANT'S INTENTION: The applicant has applied for a development variance permit to allow for an increase to the maximum height of a storage building from 3.66m (12 ft) to 4.34 m (14.25 ft) for a property in Salmon Beach. The storage building is partially constructed and the variance is required to finalize the building permit application.

Recommendation: THAT the Board of Directors consider issuing development variance permit DVC20007 subject to:

- Removing the attached covered porch from the storage building.
- Neighbouring properties being notified as per Local Government Act s.499.

Development Variance DVC20007:

- i. Development variance of Section 143.3(1) of the ACRD Zoning Bylaw to increase the maximum allowable height of a storage building from 3.66 m (12 ft) to 4.34 m (14.25 ft).

Advisory Planning Commission Recommendation: The Long Beach APC considered this application at a meeting on November 16th. The APC member in attendance expressed concerns about the height variance and noted a desire to gather additional feedback at another Long Beach APC meeting before the Board makes a final decision on the variance. Staff agreed to bring the application back to the APC while allowing the Board to proceed with neighbour notification if they desired. No formal motion was passed.

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

DVC20007

Observations:

- i. **Status of Property:** The 60 foot by 120 foot lot is relatively flat and has been mostly cleared, leveled, and covered with gravel crush to prepare the driveway, accessory building, and RV parking site. Second growth trees surround the northern and eastern property lines. A Stop Work Order was issued in July 2020 for the partially constructed accessory storage building. The ACRD received a building permit application for the structures on July 31st, 2020. The property is bounded by Victoria Street to the north, Sixth Avenue to the west, with similar recreational residential lots to the north, south, east, and west.
- ii. **Services**
- a. **Sewage Disposal:** Community pump and haul septic system.
 - b. **Water Supply:** On-site water.
 - c. **Fire Protection:** Not within a fire protection area.
 - d. **Access:** Access to the property is from Sixth Avenue.
- iii. **Existing Planning Policies Affecting the Site**
- a. **Agricultural Land Reserve:** Not within the ALR.
 - b. **Official Community Plan:** The South Long Beach OCP designates the property as “Salmon Beach Neighbourhood”. This OCP designation supports recreational residential development. The subject property is not within a Development Permit Area.
 - c. **Zoning:** The property is zoned Salmon Beach (SB) District which permits one trailer/portico accessory use and one storage building not exceeding a height of 3.66m (12 ft). The minimum setback and maximum height requirements are as follows:

| | Required | Actual |
|-------------------------|----------------|--------------------------|
| Minimum setbacks | | |
| Front lot line | 6.1 m (20 ft) | 12.8 m (42 ft) |
| Rear lot line | 6.1 m (20 ft) | 17.1 m (56 ft) |
| Side lot line | 3.05 m (10 ft) | 5 m (16.4 ft) |
| Maximum height | | |
| Storage Building | 3.66 m (12 ft) | 4.34 m (14.25 ft) |

The applicant is applying for a development variance permit to increase the maximum storage building accessory use height from 3.66 m (12 ft) to 4.34 m (14.25 ft) for a property zoned Salmon Beach (SB) District. The zoning does not allow for any habitable space or any recreational residential use to be located within the storage building.

The storage building is partially constructed. The applicants received a Stop Work Order in July 2020 and have since applied for a Building Permit, received by the ACRD on July 31st, 2020. The need for a Development Variance was identified in the Building Permit review. There is a 12 ft by 10 ft covered porch proposed to be attached to the storage building with

DVC20007

the covered roof area having already been constructed. The SB District only allows for a deck or porch to be attached to either a cabin or a portico building; the zoning does not allow a deck or porch to abut a storage building.

The proposal requires a development variance in order to allow for an increase to the maximum allowable height for a storage building from 3.66 m (12 ft) to 4.34 m (14.25 ft) to proceed with construction of the building. The 120 square foot covered porch area attached to the storage building must be removed in order to comply with the SB District requirements.

Comments: The applicants submitted a building permit application after receiving a Stop Work Order from the ACRD Building Department. A development variance is necessary to allow for the increased maximum height for an accessory storage building before the issuance of a building permit.

The accessory storage building, as constructed, is 2 feet 3 inches over the maximum allowable height. The maximum permitted height of a storage building is 12 feet while the permitted height of a cabin or portico in the SB District is 18 feet. There are no other improvements other than the storage building on the subject property. While the maximum building heights in the SB District help to preserve views within the development, planning staff do not believe that a minor variance to increase the permitted height of the storage building poses any significant obstruction to neighbouring property views.

There is a roof area extending from the framed storage building that is intended to cover a 120 square foot deck/porch area. The SB District only permits a deck or porch to abut a cabin or portico; the zoning does not allow for a deck or porch attached to a storage building. The storage building does not allow for any habitable space or recreational residential use within the structure. As a condition of approval for the variance, planning staff recommend that the covered porch be removed from the structure.

Planning staff recommend that the Board of Directors consider this variance application a first time and proceed with the neighbour notification process to gather input from surrounding property owners.

Submitted by: 
 Alex Dyer, MCIP, RPP, Planner

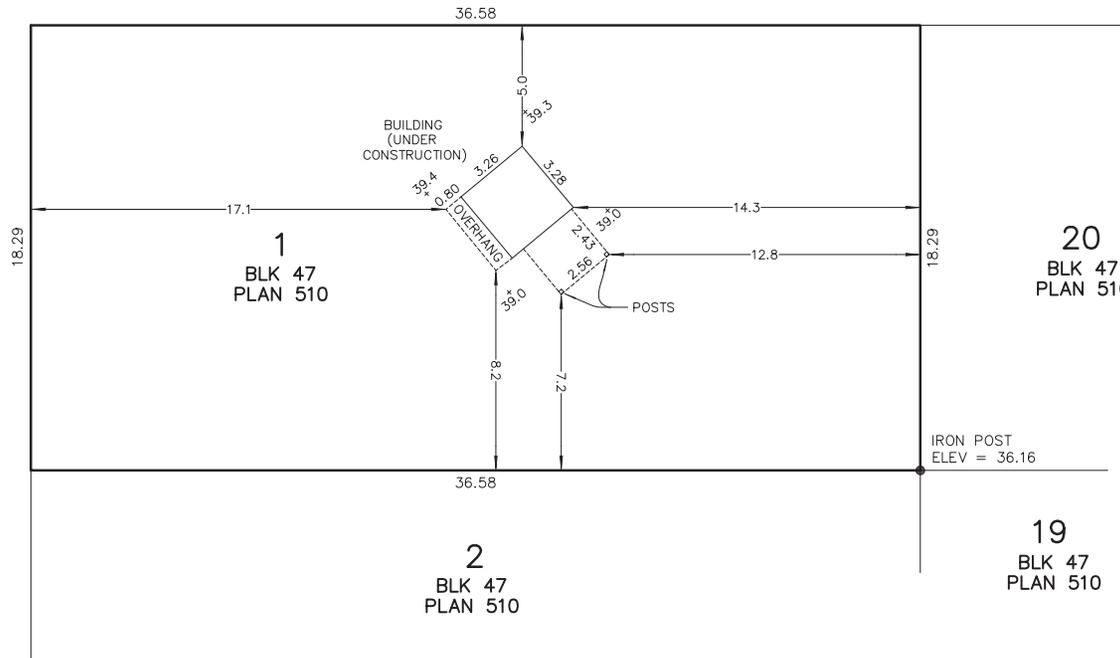
Reviewed by: 
 Mike Irg MCIP, RPP, General Manager of Planning & Development

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

DVC20007

SIXTH AVENUE

VICTORIA STREET



LEGAL NOTATIONS:
STATUTORY BUILDING SCHEME – ED73217, EX69483

This sketch has been prepared for building location purposes and does not constitute a redefinition of the legal boundaries hereon described.

© Copyright 2020 J.E. Anderson & Associates. All rights reserved.

No person may copy, reproduce, transmit or alter this document in whole or in part without the consent of the signatory.

This Plan has been Prepared in Accordance with the Professional Reference Manual and is Certified Correct this 29th Day of July, 2020.

This document is not valid unless digitally signed.

ELEVATIONS:

Elevations are to an Assumed Datum.
BENCH MARK – Top of Iron Post at SE Corner Lot 1 – Elevation = 36.16 m.

39.3 denotes interpolated natural grade elevation

Average Grade around perimeter = 39.18 m.
Top Peak of Roof = 43.52 m
Therefore Height of Top Peak of Roof = 4.34 m (14' 3")

All Dimensions are in Metres and decimals thereof



The Intended Scale of this Plan is 1:200
when plotted on a 280 mm x 432 mm (11"x17") Sheet



JEA JE ANDERSON
& ASSOCIATES
SURVEYORS AND ENGINEERS

203 – 177 WELD ST., PO BOX 247
PARKSVILLE, B.C. V9P 2G4
250-248-5755 parksville@jeanderson.com

**BC LAND SURVEYOR'S
BUILDING LOCATION CERTIFICATE**

**LOT 1, BLOCK 47, SECTION 49,
CLAYOQUOT DISTRICT, PLAN 510.**

PID 008-366-021

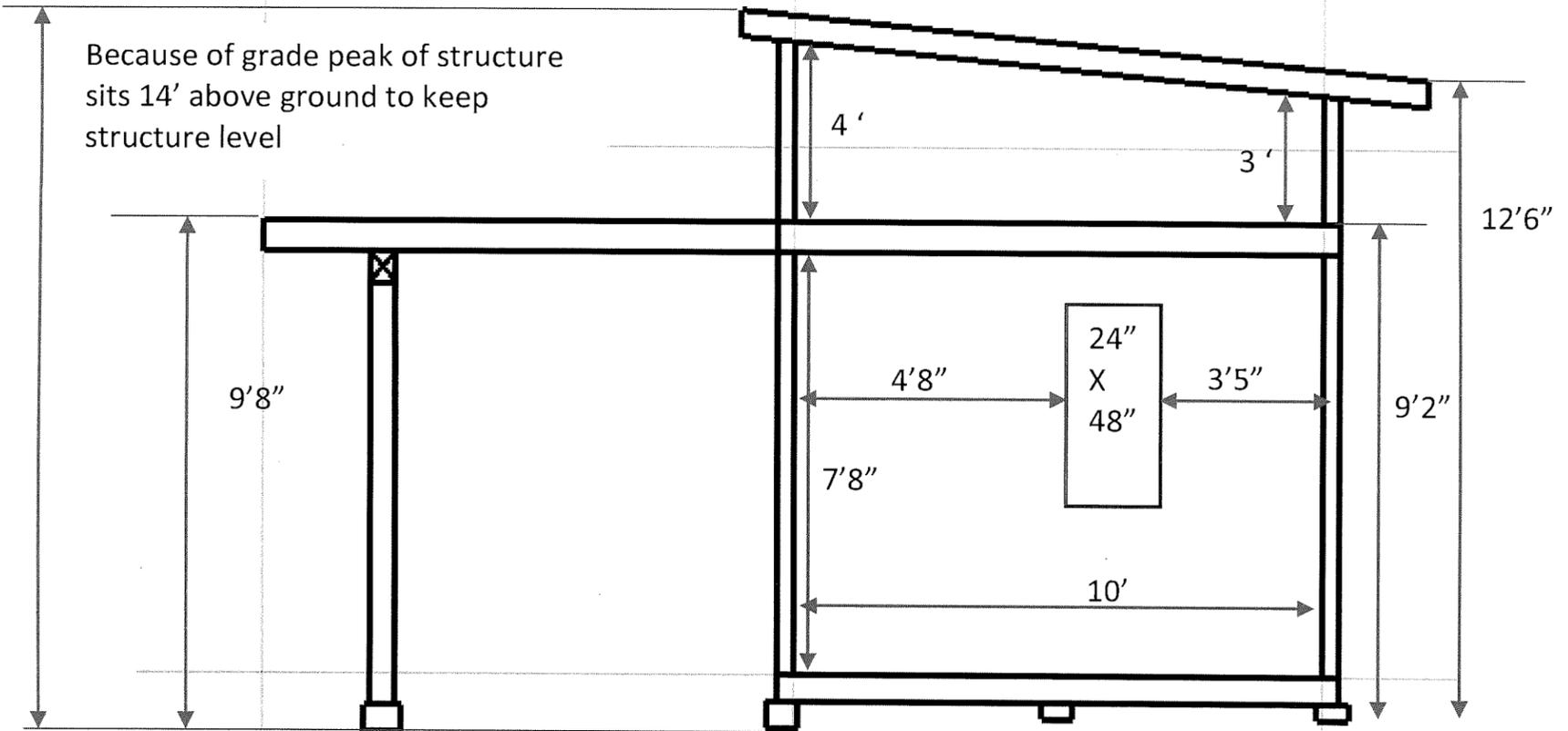
PREPARED FOR
LAUREN LAING

OUR FILE : 61725-1

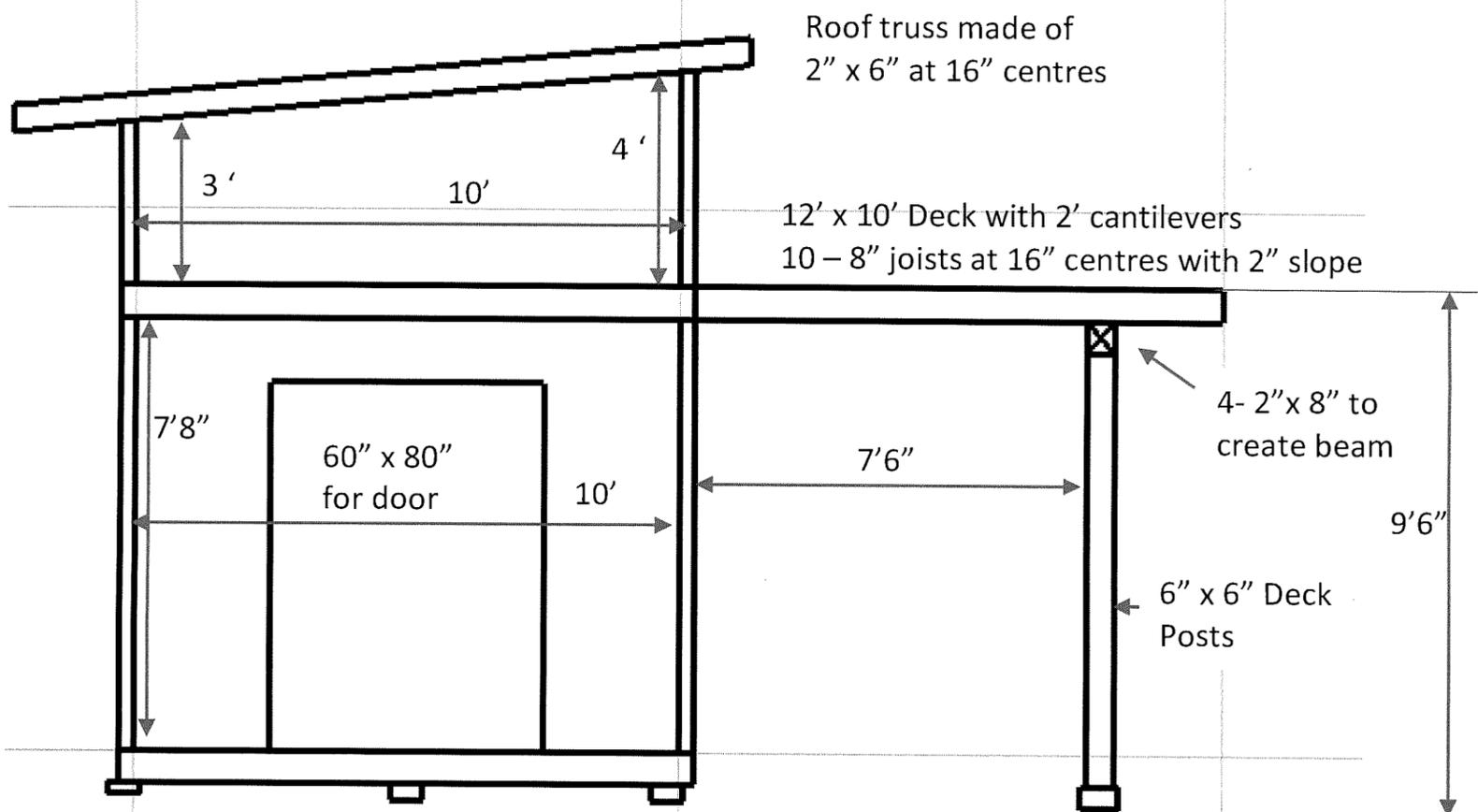
REVISION :

Lauren Laing
 Shed
 1150 Sixth Ave, Salmon Beach
 Lot 1, Block 47, Section 49
 Clayoquot District

North East Side



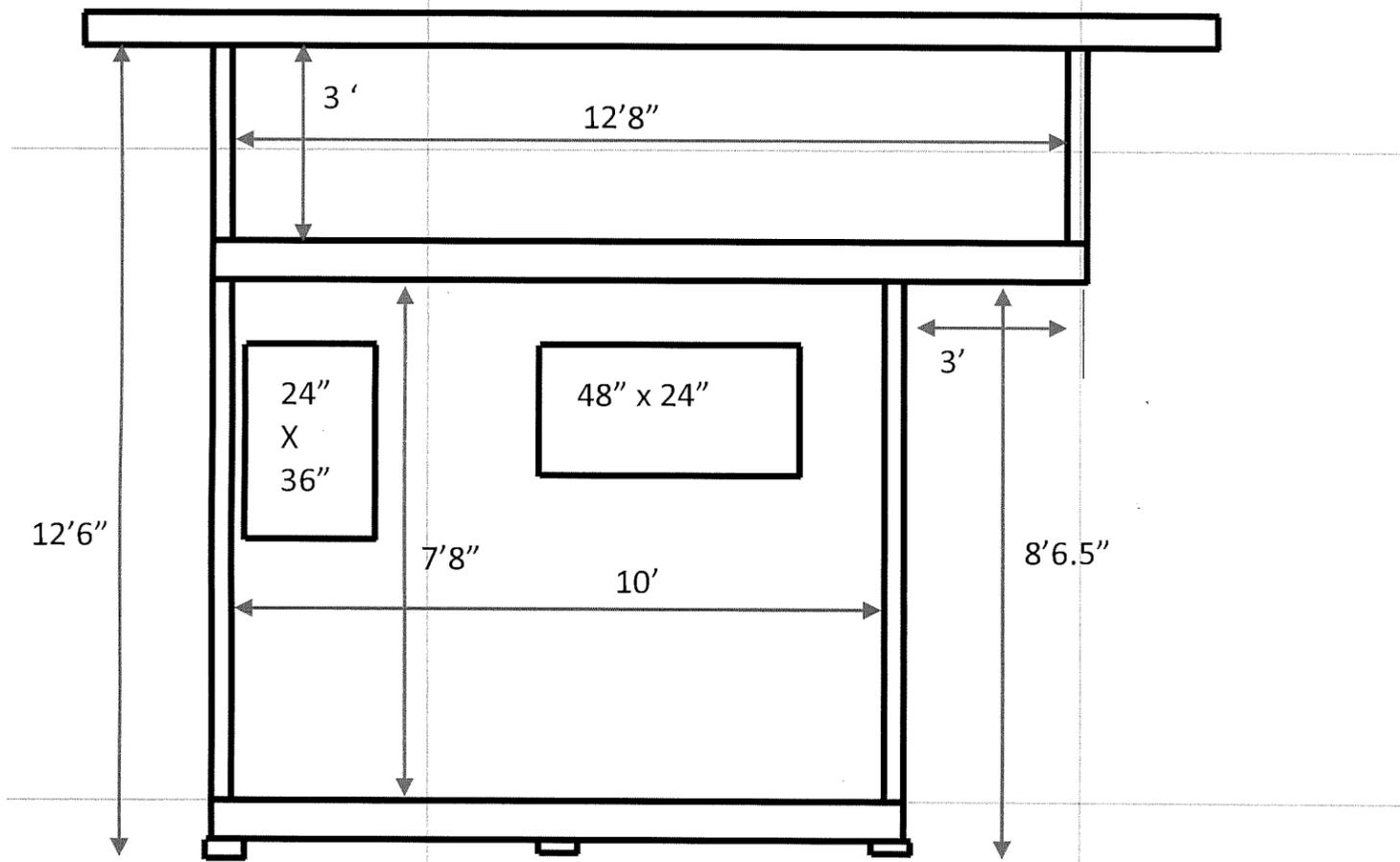
South West Side



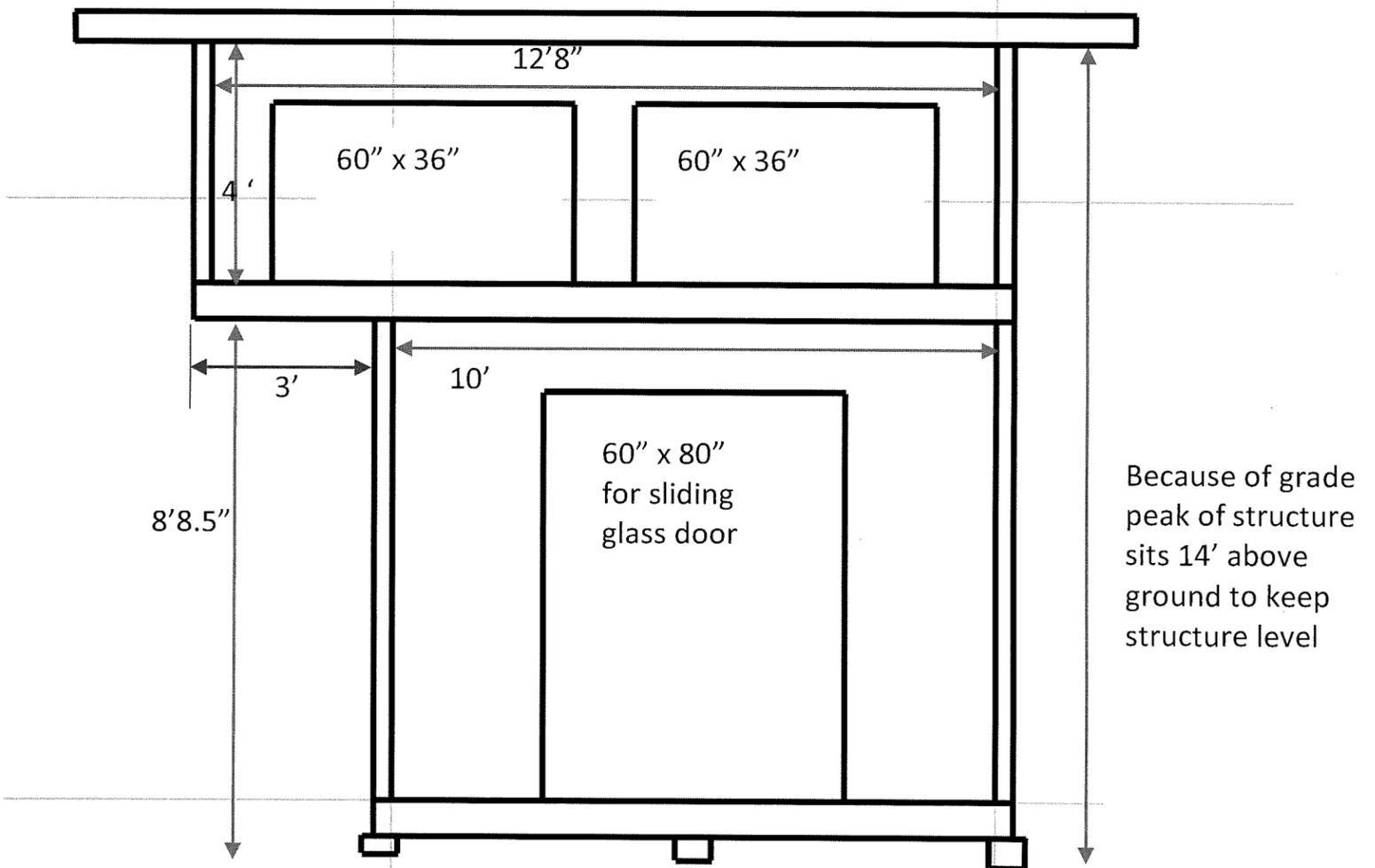
Both floor surfaces and deck
 5/8" T&G glued and screwed

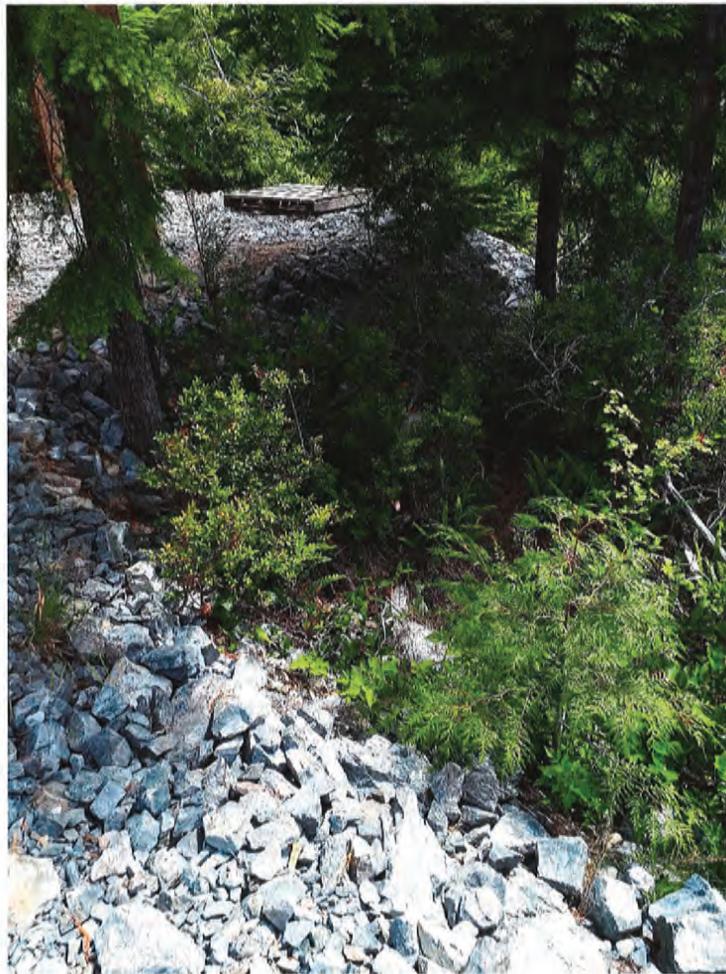
Walls fabricated with 2x4s at 16" centres, or less to accommodate windows
 All windows and doors have headers; 2 ply 2" x 8" with 1/2" plywood spacer between (all laminated from both sides)

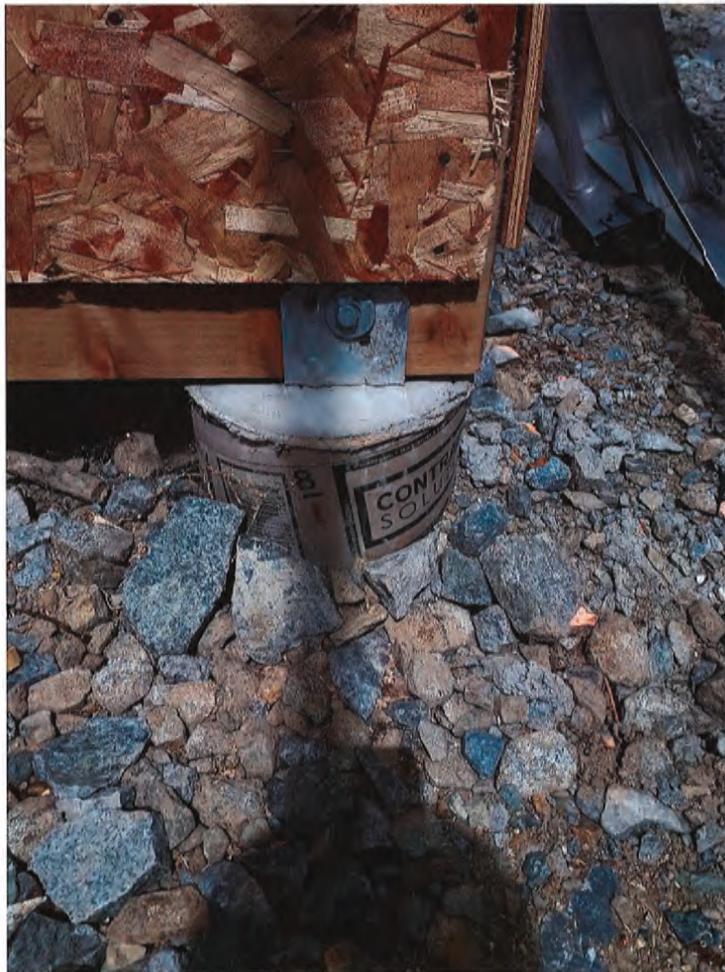
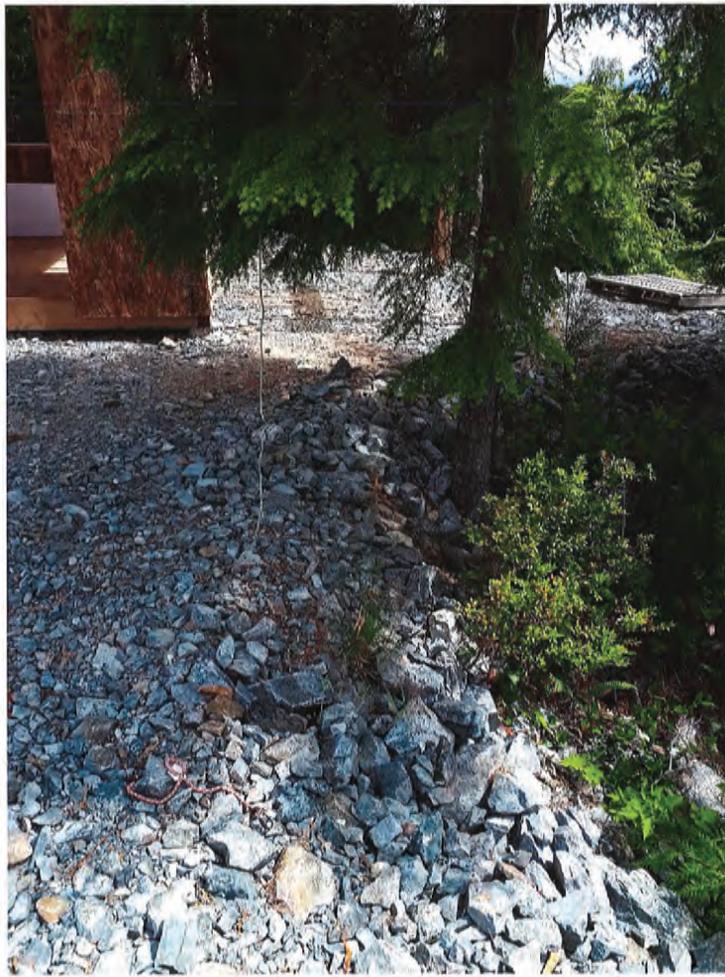
North West Side

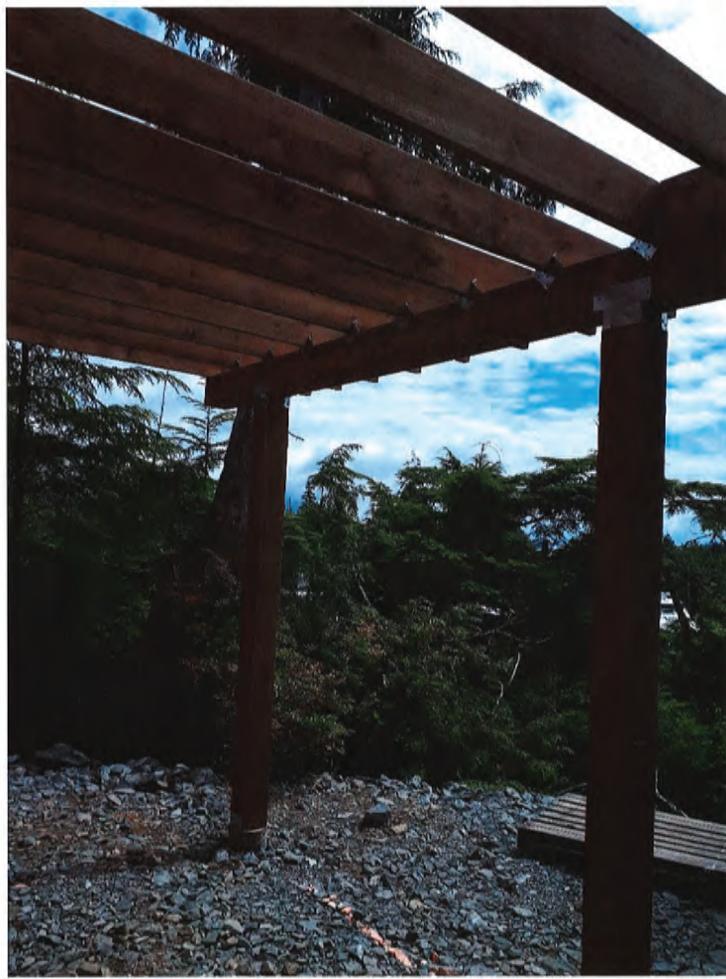


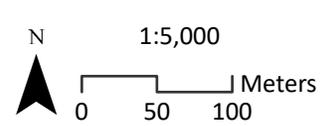
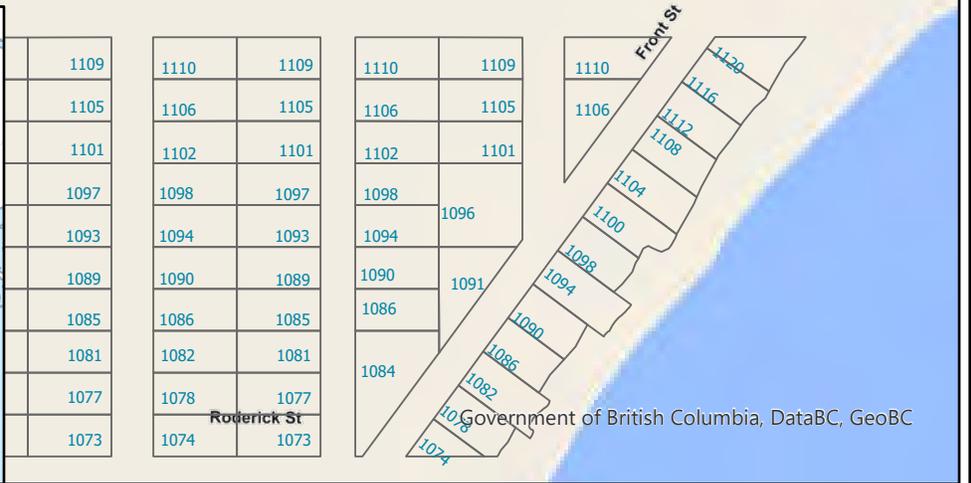
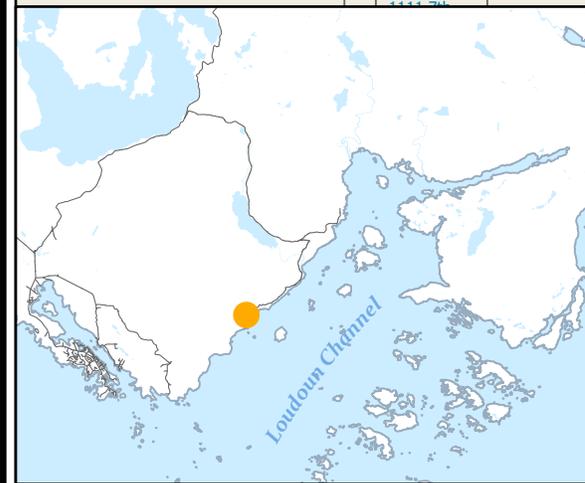
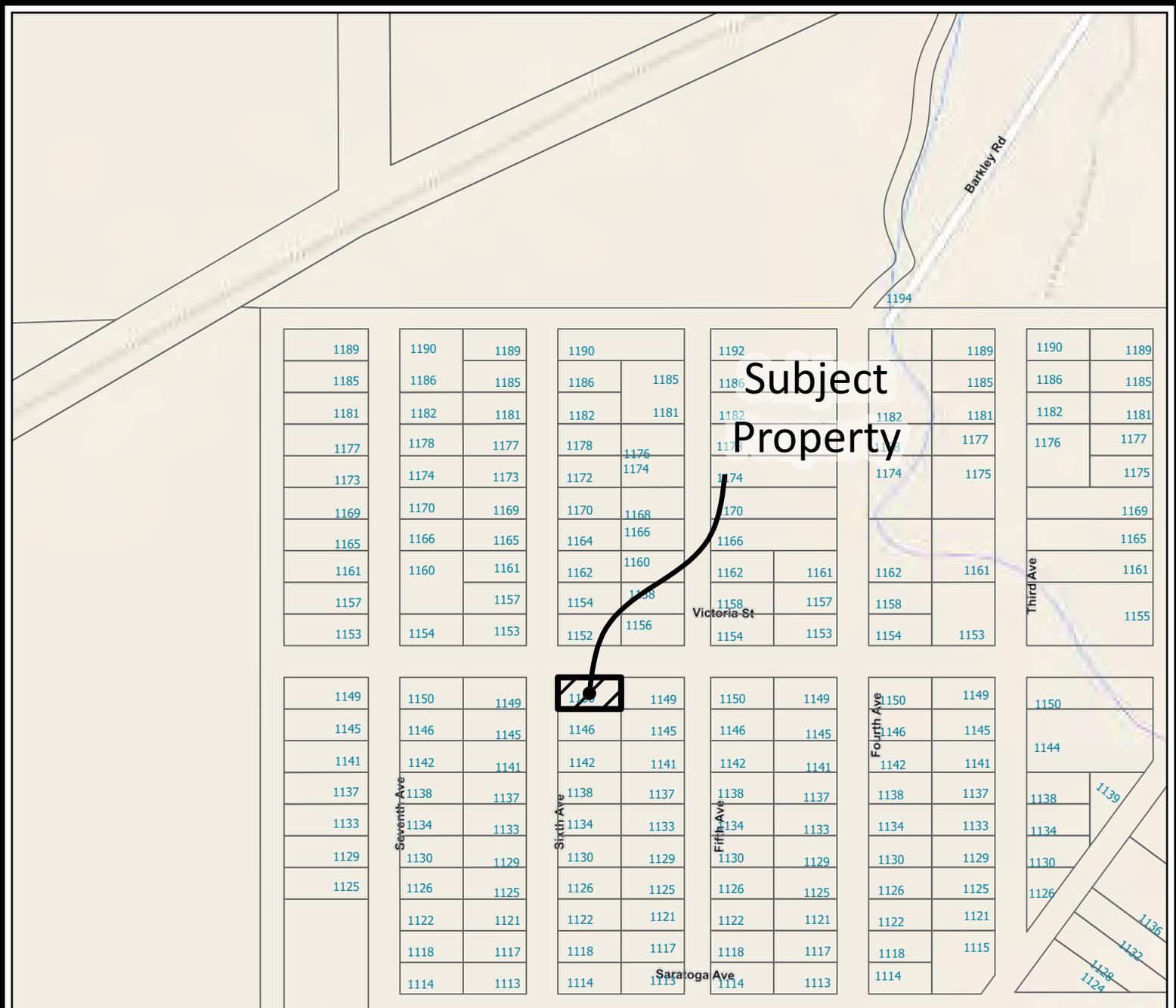
South East Side











Legal Description: LOT 1, BLOCK 47, SECTION 49, CLAYOQUOT DISTRICT, PLAN 510



ALBERNI-CLAYOQUOT REGIONAL DISTRICT

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

TEMPORARY USE PERMIT APPLICATION

TO: ACRD Board of Directors

MEETING DATE: November 25, 2020

TUP APPLICATION: TUP20003

APPLICANT: John and Rose Lane

LEGAL

DESCRIPTION: LOT 4, DISTRICT LOT 469, CLAYOQUOT DISTRICT, PLAN 28781

LOCATION: 212 Albion Crescent, Millstream

ELECTORAL AREA: "C" Long Beach

Applicant's Intention: To continue operation of a three (3) bedroom short term vacation rental in a single family dwelling on the subject property.

Recommendation: *That the Board of Directors consider issuing Temporary Use Permit TUP20003 subject to neighbour notification as per Local Government Act s.494.*

Advisory Planning Commission Recommendation: The Long Beach APC considered this application at a meeting on November 16th. The APC meeting attendees expressed support for the application. No formal motion was passed.

Procedure: Prior to the issuance of a Temporary Use Permit, the Board must first pass a resolution to consider issuing the permit. Staff then notify neighbouring property owners and tenants and publish a notice in the newspaper to afford the public an opportunity to make written or verbal submissions to the Board. At a subsequent meeting, the Board can issue or deny the Temporary Use Permit.

Observations:

- 1. Property Description:** The +/- 0.16 ha (0.39 ac) subject property fronts onto Ucluelet Inlet in the Millstream area. The top, northwestern portion of the property slopes towards the inlet. The property is mostly cleared, apart from vegetation, consisting of mature trees and a thick understory, along the foreshore. There is a three (3) bedroom

TUP20003

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

single family dwelling on-site used as a short term vacation rental (STR). The property is surrounded by similar residential uses to the east and west and across Albion Crescent to the north, and the Ucluelet Inlet to the south.

2. Services:

- (a) **Sewage Disposal:** On-site septic system. A new septic system, certified for a three bedroom house, was installed in July-August 2020.
- (b) **Water Supply:** Millstream Community Water System.
- (c) **Fire Protection:** Fire protection via agreement with the District of Ucluelet.
- (d) **Access:** Access to the property is off Albion Crescent.

3. Existing Planning Documents Affecting the Site:

- A. **Agricultural Land Reserve:** Not within the ALR.
- B. **Official Community Plan:** The South Long Beach OCP designates the property as Rural Residential. The Rural Residential designation in the OCP supports a number of uses including single family residential and bed and breakfast accommodation.

Two Development Permit Areas impact development on the property: DPA III – Coastal Riparian Areas Protection and DPA IV – Natural Hazard Areas. As no new construction is taking place with this proposal, a Development Permit is not a requirement of this Temporary Use Permit.

The proposal complies with the policies and objectives of the South Long Beach OCP. A TUP may be issued to allow the use requested for the subject property.

- C. **Zoning:** The property is zoned Two Family Residential (R2) District. This zoning designation does not allow STRs, but the proposed TUP would allow the STR use to occur on a temporary basis under specific conditions.
- D. **Temporary Use Permits:** Under Section 493 of the *Local Government Act*, the Regional District may issue a Temporary Use Permit, by resolution, in areas designated in an Official Community Plan. A TUP may do one or more of the following:
 - i. Allow a use not permitted under the Zoning Bylaw;
 - ii. Specify conditions under which the temporary use may be carried out;
 - iii. Allow and regulate the construction of buildings or structures with respect to the use for which the permit is issued.

Where a TUP is designated in an OCP, the Regional District must give notice to

TUP20003

the public in accordance with the requirements of the *Act*, which includes notifying the neighbouring property owners and tenants, and publishing a notice in the newspaper. For the subject property in the South Long Beach OCP area, a TUP can be issued for up to 2 years and renewed by the Regional District once. After this time has expired, the property owner may have to apply to rezone the property to allow for the continued use or discontinue the specified use.

A Short Term Vacation Rentals Temporary Use Permit Policy was adopted by the Board on January 24, 2018. This policy specifies regulatory areas, notification requirements, terms and renewals, criteria for evaluation, and conditions that may apply to individual permits.

When issuing an STR TUP, the ACRD may specify conditions that restrict the permit including:

- a. The buildings to be used;
- b. The area of use;
- c. The hours of use;
- d. Form and character;
- e. Environmental protection;
- f. Site-related restrictions; and
- g. Any other relevant conditions determined by the ACRD.

Temporary Use Permit:

Should the Board of Directors wish to support this application, the Temporary Use Permit for LOT 4, DISTRICT LOT 469, CLAYOQUOT DISTRICT, PLAN 28781 to operate as a Short Term Rental may be subject to the following conditions and any others that the ACRD Board of Directors considers appropriate at the time of issuance:

1. This permit is issued for the operation of a three (3) bedroom short term vacation rental (STR) unit at the subject property.
2. A maximum of two (2) persons shall be permitted per bedroom when the dwelling unit is being occupied as an STR.
3. The rental unit is limited to the single family dwelling on the subject property.
4. The rental use of the property shall not change the residential appearance of the single family dwelling.
5. The owner or a caretaker must live on-site or be available to attend the property within 20 minutes.
6. Contact information for the owner or caretaker and a copy of the TUP must be visible in a public location.
7. This permit is valid for two (2) years from the date of execution.
8. At the time this permit expires, the property owner may apply to the Regional District to have it re-issued for a period of up to two (2) years or return the property to the original use permitted under the current zoning.

TUP20003

9. The operation of the STR must be in compliance with all Provincial Health Officer orders.
10. If the conditions of this permit are not met or if there is a change of ownership of the property, the ACRD may rescind or terminate the TUP.

Comments:

The applicants own and reside at the bordering property to the east and have operated Pacific Rose Cottage in the neighbourhood without complaint for many years.

The applicants have provided staff with the required documentation to support their application. Enclosed with the application is the following documentation:

- An Island Health filing for a new the septic system, installed in July-August 2020, capable of supporting the three (3) bedroom dwelling;
- A WETT inspection approval from May 2019 for the wood stove;
- An electrical inspection from an electrical upgrade in August 2003; and
- Pictures of the house and property.

Based on staff's review of this application, staff are supportive of the existing house being used as a STR and recommend that the Board consider issuing the TUP and proceed with neighbourhood notification to gather input on the application.

Submitted by:



Alex Dyer, MCIP, RPP
Planner



Reviewed by:

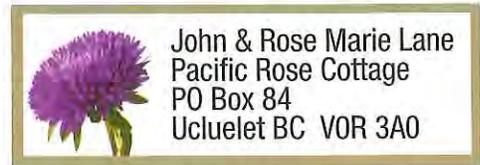
Mike Irg, MCIP, RPP
General Manager of Planning & Development



Approved by:

Douglas Holmes, BBA, CPA, CA
Chief Administrative Officer

TUP20003



Dear Mike

Thank you for the list of acceptable contractors.

We enclose our application for a TUP for 212 Albion Crescent and would like it to start next April if we may. This year with Covid and renovations we are closing down our B and B at 208 and happily taking a break!

Terry Kelloway from Roto Rooter has been by to discuss upgrading our septic system and they will be starting work on August 3rd to bring it up to code.

We enclose a recent land survey, a WETT inspection report for the wood stove, the electrical inspection after the wiring upgrade by Evitt Electric in 2003 and a copy of our Land Title. Hopefully this will get the process started. Cheque for \$600 enclosed.

Rose Marie and I are happy to supply any other documentation you may need and if you are out this way the tea is always on.

All the best
John and Rose Marie
Pacific Rose Cottage
250-726-8998
jwmlane@hotmail.com



B.C. LAND SURVEYOR'S CERTIFICATE OF LOCATION OF BUILDING(S) ON LOT 4, DISTRICT LOT 469, CLAYOQUOT DISTRICT, PLAN 28781

Civic Address—212 Albion Crescent, Ucluelet BC V0R 3A0

PID 001-474-642

Scale = 1 : 500

LEGEND

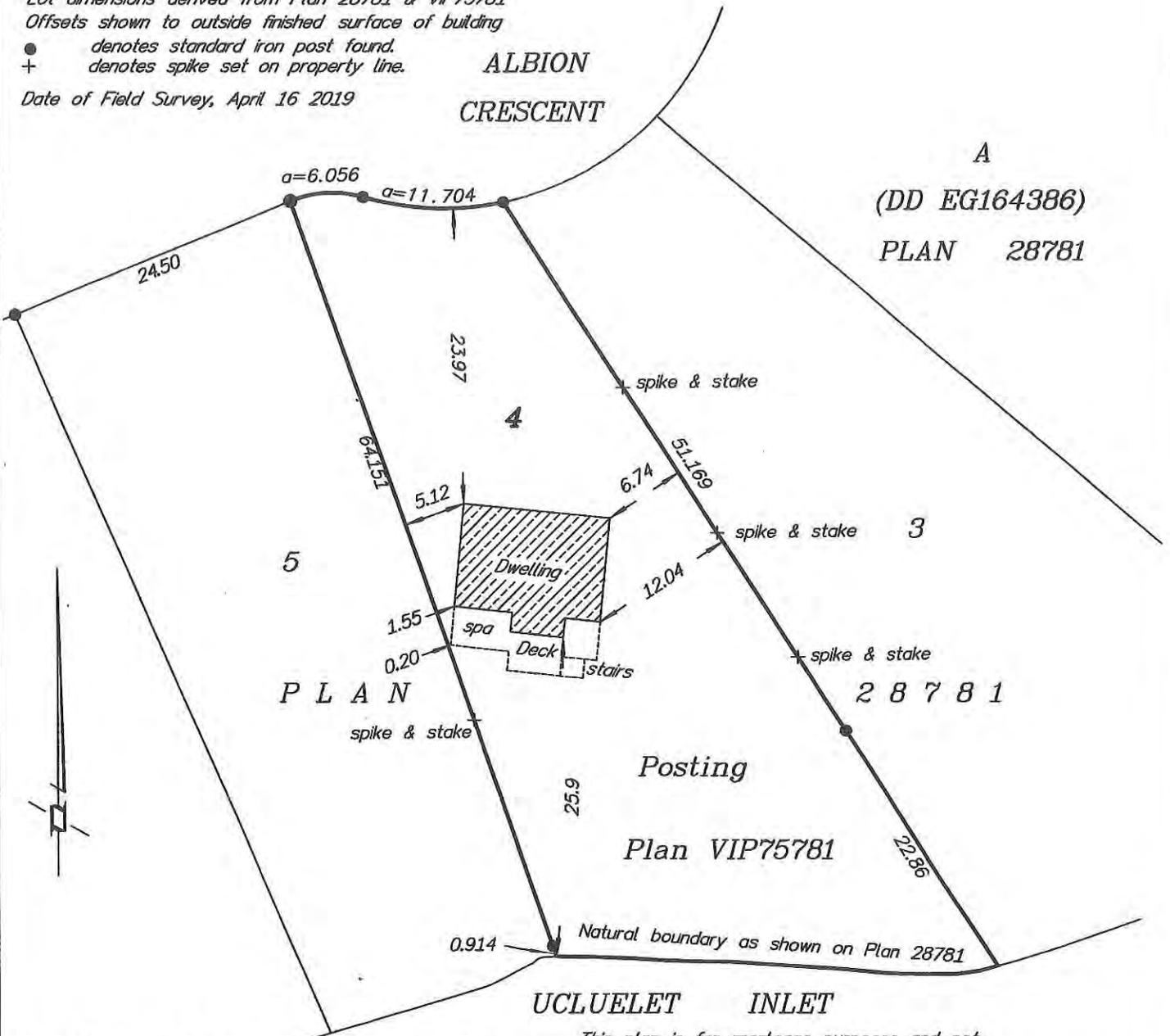
All distances are in metres.

Lot dimensions derived from Plan 28781 & VIP75781

Offsets shown to outside finished surface of building

- denotes standard iron post found.
- + denotes spike set on property line.

Date of Field Survey, April 16 2019



All rights reserved. No person may copy, reproduce, transmit or alter this document in whole or in part without the consent of the signatory.

G.W. LINDBERG LAND SURVEYING INC.

Professional Land Surveyor
 Surveying & Geomatics Services
 9261 Chemainus Road
 Chemainus, B.C. V0R 1K5
 Email gwlinberg@shaw.ca Tel. (250) 246-9393

This plan is for mortgage purposes and not for the re-establishment of property boundaries. This document has been prepared for the exclusive use of John & Rose Marie Lane & Gerald W. Lindberg, B.C.L.S. shall not be responsible for the unauthorized distribution and/or any use a third party makes of this document.
 Certified correct this 8 day of May, 2019

Gerald W. Lindberg
 Gerald W. Lindberg

B.C.L.S.
 © G.W. Lindberg, 2019



Pacific Rose Cottage

3625 Fowlie Crescent Port Alberni, B.C. V9Y-1C6
250-735-0784

Solid Fuel-Burning Appliance Inspection Report

Date 07 May 2019

WETT Report # _____

Inspection For John Lane

Address 212 Albion Cres Colubet

Payment \$ _____ +GST 5%= Total 8500

Paid By Cash

Manufacturer Osburn Model 1600

Year Manufactured 2002

Installation Manual Provided Yes ___ No On Line ___

Chimney New ___ Existing Interior Exterior ___ Concealed Spaces Yes No ___

Masonry Flue Liner Yes ___ No Not Visible ___ Clearances from Combustibles Yes No ___ Not Visible ___

Metal: Conforms to ULCS629 Yes No ___ Installed to Manufacturer's Specs: Yes No ___ Not Visible ___

Heating Appliance Heater Fireplace Insert ___ Pellet Stove ___ Other ___ EPA Approved Yes No ___

Listing Agency: ULC ___ Warnock Hersey CSA ___ OTL ___ Other ___ Not Listed ___ # 32754

Construction & Clearances Floor Construction Wood Frame Concrete ___

Floor Protection as per Building Code (including hearth) Yes NO ___ Not Visible ___

Ember Protection: 8" sides 8" rear 18" loading/ash removal side) Yes No ___

Type of Floor Protection: Stone & Mortar

Appliance clearances to combustibles as per certification or building code

Right Side Yes No ___ Rear Yes No ___ Above Yes No ___

Left Side Yes No ___ Front Yes No ___

Shielding installed to provide acceptable clearances Yes ___ No Needed Yes ___ No

Flue Connector Single Wall Double Wall ___ Shielded ___

Correct Clearances Yes No ___ Mechanical Fasteners (3per pipe connection) Yes No ___

Positive Flue Connection (Fireplace Insert Only) Yes ___ No ___ Not Visible ___

Clean Out (Fireplace Insert Only) Yes ___ No

Combustion Air Yes ___ No ___ N/A

Comments _____

Approval. On the basis of what was visible at the time of the inspection, this appliance installation:

Appears to meet the requirements of B-365 ___ Failed to meet the requirements of B-365

___ Requires Corrections*

- If deficiencies were found then it is up to the owner/occupant to correct and call for a re-inspection.
- Todd Flaro has only inspected what was visible at the time of this inspection. Todd Flaro does not warrant that any portion of the installation was correctly constructed or suited for the use for which it was installed.

Insurance Company Schil IOS

Received By R. Flaro

Date Received May 14/2019

Todd Flaro
WETT # 9944

Certified Master Home Inspector
Certified WETT Inspector

User: EL02700 Electrical License No.: 2700

Contents

Order (Electrical Inspection Request) Now

You have successfully ordered this Inspection Request

Permit Number: 2005212 Requested Date: 2003/08/30
Site: 212 ALBION CRESCENT
UCLUELET (82) Site Name:

Installation Name:
Registered Rep Name: BARKER, MICHAEL DOUGLAS
Registered Rep No: 27077

Work is in Progress All work is complete Installation Safe

Rough Wiring Inspection Required Rough Wiring Cover Date: 2003/09/04

Rough Wiring Progress: Partial Slab UFER Ground Under Ground
Complete
(none)

Partial Rough Wiring Area: all rooms except living room cieling coming out later

Electrical Installation Ready

Type of Electrical Installation:
Service Change From:
Service Change To:
Type of Grounding Electrode:
Other Type of Electrode:

Deficiencies are corrected

Deficiencies Corrected Date: yyyy/mm/dd

Remarks:

I, (27077) BARKER, MICHAEL DOUGLAS, a registered representative for EVITT ELECTRIC CO LTD have physically inspected the electrical work completed under the above-mentioned permit, and hereby certify that the electrical installation authorized thereby has been installed to comply with the Electrical Safety Act and Regulations of British Columbia.

Within a few minutes your inspection report should be available via the "Search Requests by Permit No." menu item to the left.

212 ALBION CRESCENT
40' X 27' 9"

DINING ROOM

LIVING ROOM

BATHROOM

BEDROOM 2

18' X 13'

8' 4" X 6'

11' 7" X 9' 2"

KITCHEN

13' 3" X 9' 6"

BEDROOM 3

MASTER
BEDROOM

14' 8" X 9'

14' 8" X 11' 8"

SITTING ROOM

17' 2" X 13'

TUP20003_LANE



Front entrance – Pacific Rose Cottage.



Back door.



Living/Dining.



Living/Dining.



Living/Dining.



Kitchen.



Master bedroom.



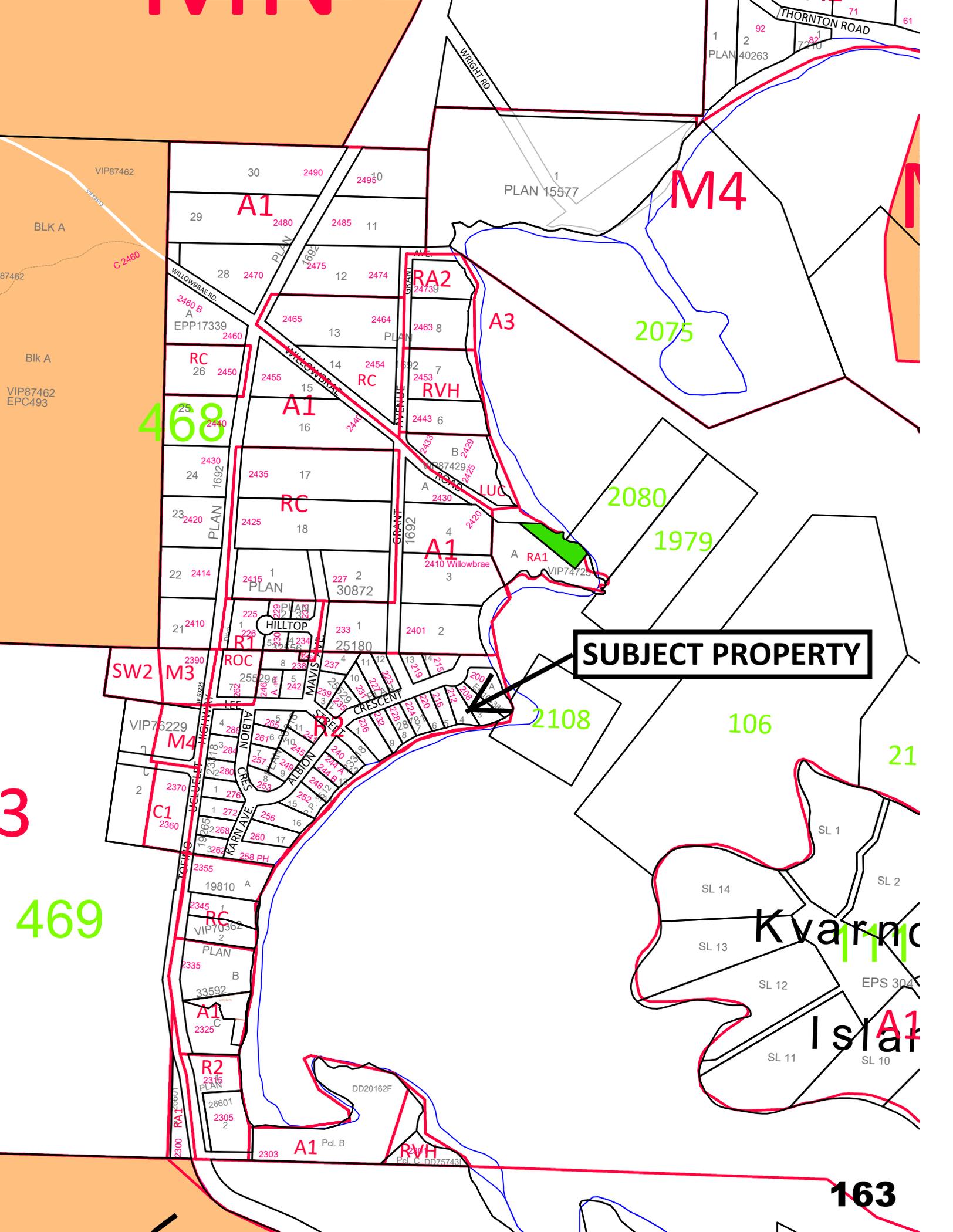
Bedroom 2.



Bedroom 3.



Bathroom.



M4

468

2075

2080

1979

SUBJECT PROPERTY

2108

106

21

3

469

Kvarnøya

Island

163

A1

RA2

A3

RC

RVH

A1

RC

A1

RA1

SW2

M3

M4

C1

ROC

R1

R2

RC

A1

R2

A1

RVH

SL 14

SL 2

SL 13

SL 12

EPS 304

SL 11

SL 10

PLAN 15577

PLAN 40263

EPP17339

PLAN 1692

PLAN 2420

PLAN 2410

PLAN 30872

PLAN 25180

VIP76229

VIP7360

VIP70362

VIP70362

VIP70362

VIP70362

VIP70362

VIP70362

VIP70362

VIP70362

VIP70362

DD20162F

DD20162F

DD20162F

VIP87462

BLK A

BLK A

VIP87462
EPC493

3

469

163



ALBERNI-CLAYOQUOT REGIONAL DISTRICT

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

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

REQUEST FOR DECISION

TO: ACRD Board of Directors

FROM: Amy Anaka, MCIP, RPP, Planner

MEETING DATE: November 25, 2020

RE: Amend UBCM Housing Needs Report Application for Toquaht Nation

Recommendation:

That the ACRD Board of Directors direct staff to apply to the UBCM Housing Needs Report program to change the approved Alberni-Clayoquot Regional District Housing Needs Report project scope of work and budget to include Toquaht Nation.

Summary:

Following the November 12, 2020 ACRD Board meeting, Toquaht Nation indicated they would like to work together to be part of the ACRD's regional Housing Needs Report (HNR) project. At the meeting, the Board approved the request by three of the four ACRD member Treaty First Nations (Uchucklesaht Tribe Government, Huu-ay-aht First Nations, and Yuułu?iŋ?ath First Nation) for the ACRD to apply to UBCM to amend the approved HNR project application. This will include increasing the project scope of work and budget, to add ACRD member Treaty First Nations.

The ACRD has the ability to apply to add Toquaht Nation into the amendment application with the other three ACRD member Treaty First Nations, which requires Regional Board and Treaty First Nation Council approval. Toquaht Nation is eligible to apply for \$15,000 in funding, which the ACRD will include in the amendment application.

Reports will be completed for three separate geographic areas: Bamfield Electoral Area (EA), the Alberni Valley (Beaufort, Sproat Lake, Beaver Creek, and Cherry Creek EAs), and the West Coast (Long Beach EA). Planning staff will work with all four ACRD member Treaty First Nations to develop a scope of work and budget to incorporate them into the respective overall area HNRs, while having a dedicated Treaty First Nation specific chapter. Specific to the West Coast, this will include working collaboratively with Toquaht Nation and Yuułu?iŋ?ath First Nations, and where possible, staff will also work with the Districts of Tofino and Ucluelet to develop a regional West Coast HNR.

Prepared by: _____

Amy Anaka, MURP, MCIP, RPP, Planner



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



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



Alberni-Clayoquot Regional District

Board of Directors Meeting Schedule DECEMBER 2020

| DATE | MEETING | TIME & LOCATION | ATTENDEES |
|--|--|---|--|
| Wednesday, December 2 nd | AVRA Advisory Committee Meeting | 1:30 pm – Via Zoom | Committee, Staff |
| Wednesday, December 9 th | Board of Directors Meeting Regional Hospital District Meeting | 1:30 pm – Via Zoom Immediately Following Board of Directors Meeting – Via Zoom | Directors, Staff Directors, Staff |

November 25, 2020

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

| BUILDING TYPE | BAMFIELD | | BEAUFORT | | LONG BEACH | | SPROAT LAKE | | BEAVER CREEK | | CHERRY CREEK | | TOTALS | |
|---------------|----------|----------|----------|---------------|------------|--------------|-------------|----------------|--------------|----------------|--------------|----------|----------|------------------|
| | # | VALUE | # | VALUE | # | VALUE | # | VALUE | # | VALUE | # | VALUE | # | VALUE |
| Single Family | | | | | | | 1 | 410,747 | 2 | 578,556 | | | 3 | 989,303 |
| Mobile Homes | | | | | | | | | | | | | 0 | 0 |
| Multi-Family | | | | | | | | | | | | | 0 | 0 |
| Adds&Rens | | | | | | | 2 | 144,040 | | | | | 2 | 144,040 |
| Commercial | | | | | | | | | | | | | 0 | 0 |
| Institutional | | | | | | | | | | | | | 0 | 0 |
| Industrial | | | | | | | | | | | | | 0 | 0 |
| Miscellenaous | | | 1 | 57,916 | 1 | 4,200 | | | 1 | 29,399 | | | 3 | 91,515 |
| Totals | 0 | 0 | 1 | 57,916 | 1 | 4,200 | 3 | 554,787 | 3 | 607,955 | 0 | 0 | 8 | 1,224,858 |

**REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT BUILDING INSPECTOR'S REPORT
OCTOBER, 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 | 2 | 224,261 | 6 | 2,038,234 | 9 | 2,497,319 | 2 | 769,377 | 19 | 5,529,191 |
| Mobile Homes | 0 | 0 | 1 | 6,363 | 0 | 0 | 1 | 12,833 | 1 | 54,000 | 1 | 25,000 | 4 | 98,196 |
| Multi-Family | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Adds&Rens | 0 | 0 | 3 | 228,955 | 1 | 45,000 | 6 | 498,350 | 6 | 372,183 | 0 | 0 | 16 | 1,144,488 |
| Commercial | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Institutional | 0 | 0 | 0 | 0 | 1 | 50,594 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 50,594 |
| Industrial | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 1,724,066 | 0 | 0 | 0 | 0 | 3 | 1,724,066 |
| Miscellenaous | 1 | 25,000 | 2 | 149,491 | 5 | 239,200 | 7 | 224,302 | 14 | 412,019 | 6 | 283,532 | 35 | 1,333,544 |
| Totals | 1 | 25,000 | 6 | 384,809 | 9 | 559,055 | 23 | 4,497,786 | 30 | 3,335,521 | 9 | 1,077,909 | 78 | 9,880,079 |

| | BAMFIELD | BEAUFORT/ BEAVER CREEK | LONG BEACH | SPROAT LAKE | CHERRY CREEK | TOTAL | YTD TOTAL |
|----------------------------------|----------|---------------------------|------------|-------------|--------------|----------|-----------|
| WOODSTOVE INSPECTIONS | | 1 | | | | 1 | 10 |

| | YEAR TO DATE | | TOTAL YEAR | | | YEAR TO DATE | | TOTAL YEAR | |
|------|--------------|------------|------------|------------|------|--------------|-----------|------------|------------|
| 2019 | 89 | 13,242,015 | 109 | 14,925,682 | | | | | |
| 2018 | 95 | 10,796,653 | 104 | 12,305,797 | | | | | |
| 2017 | 95 | 12,285,134 | 103 | 12,826,449 | | | | | |
| 2016 | 72 | 10,035,462 | 82 | 10,545,063 | | | | | |
| 2015 | 76 | 6,368,780 | 89 | 8,577,170 | | | | | |
| 2014 | 65 | 6,085,200 | 73 | 7,121,200 | | | | | |
| 2013 | 71 | 7,476,551 | 81 | 8,208,948 | | | | | |
| 2012 | 81 | 7,852,682 | 92 | 9,011,700 | | | | | |
| 2011 | 111 | 8,678,998 | 120 | 9,221,498 | | | | | |
| 2010 | 137 | 20,809,024 | 149 | 21,524,170 | | | | | |
| 2009 | 63 | 6,581,912 | 123 | 11,302,380 | 1999 | 37 | 1,805,788 | 80 | 3,348,092 |
| 2008 | 73 | 9,556,826 | 147 | 22,682,130 | 1998 | 41 | 1,650,426 | 75 | 3,320,890 |
| 2007 | 73 | 7,016,424 | 163 | 15,007,877 | 1997 | 48 | 2,779,466 | 104 | 10,025,166 |
| 2006 | 84 | 7,663,595 | 161 | 15,909,705 | 1996 | 69 | 5,542,700 | 128 | 9,050,554 |
| 2005 | 74 | 8,278,645 | 138 | 12,962,379 | 1995 | 61 | 5,910,000 | 116 | 9,641,300 |
| 2004 | 77 | 6,842,554 | 133 | 11,036,854 | 1994 | 92 | 6,327,000 | 151 | 7,915,500 |
| 2003 | 37 | 3,671,688 | 97 | 6,925,356 | 1993 | 82 | 5,774,000 | 167 | 10,864,000 |
| 2002 | 42 | 1,754,970 | 76 | 2,986,134 | 1992 | 87 | 5,660,000 | 173 | 11,192,500 |
| 2001 | 40 | 3,734,396 | 89 | 5,790,126 | 1991 | 57 | 3,115,520 | 126 | 7,155,120 |
| 2000 | 43 | 2,009,157 | 88 | 4,095,339 | 1990 | 53 | 5,240,500 | 118 | 6,323,900 |