



Alberni-Clayoquot Regional District

**WEST COAST COMMITTEE MEETING
WEDNESDAY, MARCH 3, 2021, 10:00 AM**

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/3-3-2021/>

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

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 2/3 majority vote)</i> | |
| 3. <u>MINUTES</u> | |
| a. West Coast Committee Meeting – January 20, 2021 | 5-8 |
| <i>THAT the minutes of the West Coast Committee meeting held on January 20, 2021 be received.</i> | |
| 4. <u>PETITIONS, DELEGATIONS & PRESENTATIONS (10-minute maximum)</u> | |
| a. James Rodgers, Cofounder and Executive Director – CARE Network regarding an update on operations and services in the region and seeking support to amend the lease at the Long Beach Airport. | |
| b. Chloé Dubois, President - Ocean Legacy Foundation & Alys Hoyland, Youth Coordinator and Beach Clean Lead - Surfrider Pacific Rim regarding an update on the Ocean Legacy – Ocean Plastic Depot at the West Coast landfill. | |

5. REQUEST FOR DECISIONS & BYLAWS

**a. REQUEST FOR DECISION
Long Beach Airport – Lease Rates and Airport Maintenance Charge 9-11**

THAT the West Coast Committee recommend that the Alberni-Clayoquot Regional District Board of Directors approve the updating of Bylaw R1016-4, Tofino-Ucluelet Airport Fees to include Airport Maintenance Charges of \$0.25/m² with a minimum rate of \$300 and flat rate of \$300 for registered non-profits, water landing strip operators, silviculture and agriculture activities, effective June 1st, 2021.

**b. REQUEST FOR DECISION
LBA – 2021 Lease Renewals 12-31**

THAT the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board of Directors approve the following lease renewals at the Long Beach Airport for 2021:

1. *Tofino Air – Lease lot 6 at a rate of \$6,708.37 per year plus GST and yearly BC CPI increases for a (3) three- year term from April 1st, 2021 to March 31st, 2024.*

2. *Tofino Air – Water Strip at a rate of \$3,641.04 per year plus GST and yearly BC CPI increases for a (3) three-year term from November 1st, 2021 to October 31st, 2024.*

3. *Atleo Air – Lease Lot 1 at a rate of \$5,331.25 per year plus GST and yearly BC CPI increases for a (3) three-year term from August 1st, 2021 to July 31st, 2024.*

4. *Devon Transport (aka Budget Car Rental) – Kiosk 1 at a rate of \$6,490.20 per year plus GST and yearly BC CPI increases for a (3) three-year term from October 1st, 2021 to September 30th, 2024.*

5. *Terrance Salman – Lease Lot 2 at a rate of \$7,371.04 per year plus GST and yearly BC CPI increases for a (3) three-year term from August 1st, 2021 to July 31st, 2024.*

6. *Long Beach Enterprises – (Fuel Supplier) Lease lot 11 at a rate of \$2,605.04 per year plus GST and yearly BC CPI increases for a (3) three-year term from August 1st, 2021 to July 31st, 2024.*

7. *Ocean Networks – Lease Lots 12 & 13 at a rate of \$7,117.82 per year plus GST and yearly BC CPI increase for a (3) three-year term from July 31st, 2021 to June 30th, 2024.*

8. *Pacific Coastal Airlines – Kiosk 8 at a rate of \$7,117.82 per year plus GST and yearly BC CPI increases for a (3) year-term from April 1st, 2021 to March 31st, 2024.*

- c. REQUEST FOR DECISION**
Long Beach Airport Short Term Lease – The Coastal Hive **32-33**

THAT the West Coast Committee recommend to the Alberni-Clayoquot Regional District approve entering into a (3) three-year term lease agreement effective April 1, 2021 until March 31, 2024 with The Coastal Hive at the Long-Beach Airport at a rate of \$1,398/per year plus GST and annual BC CPI increases.

- d. REQUEST FOR DECISION**
Cascadia Air – Scheduled Flights at the Long Beach Airport **34-36**

THAT the West Coast Committee recommend that the Alberni-Clayoquot Board of Directors issue a letter authorizing Cascadia Air to operate scheduled service at the Long Beach Airport.

- e. REQUEST FOR DECISION**
Bylaw R1033-2 Tipping fee for Rope & Netting at the West Coast Landfill **37-40**

THAT the West Coast Committee recommend that the Alberni-Clayoquot Regional District Board of Directors approve the amended Bylaw R1033-2, West Coast Landfill Tipping Fee and Regulation Amendment, 2021.

- f. REQUEST FOR DECISION**
Fire Protection for the Port Albion Area **41-43**

THAT the West Coast Committee recommend to the ACRD Board of Directors that ACRD staff be directed to engage the District of Ucluelet, the Ucluelet Volunteer Fire Brigade and the Yuułuᑭiᑭᑭᑭ First Nation in discussions to explore the feasibility of providing fire protection for the Port Albion area.

6. REPORTS

- a. West Coast Compost Pilot 2020 Report **44-52**
b. West Coast Transit Update **53-54**
c. West Coast Transit Service – Portions of Area “C” Withdraw Options **55-64**

THAT the West Coast Committee receive reports a-c for information.

7. LATE BUSINESS

8. 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.

9. IN CAMERA

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

- i. 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.*

10. REPORT OUT - RECOMMENDATIONS FROM IN-CAMERA

11. ADJOURN



Alberni-Clayoquot Regional District

MINUTES OF THE WEST COAST COMMITTEE MEETING

HELD ON WEDNESDAY, JANUARY 20, 2021, 10:00 AM

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

- MEMBERS PRESENT:** Kel Roberts, Chair, Director, Electoral Area "C" (Long Beach)
Tom Stere, Councillor, District of Tofino, Vice-Chair
Rachelle Cole, Councillor, District of Ucluelet
Kirsten Johnsen, Member of Council, Toquaht Nation
Dave Tovell, Pacific Rim National Park
- REGRETS:** Alan McCarthy, Member of Legislature, Yuułu?iŋ?atŋ Government
Rob Bullock, Ahousaht First Nation
Eli Enns, Tla-o-qui-aht First Nation
Norma Bird, Hesquiaht First Nation
- STAFF PRESENT:** Douglas Holmes, Chief Administrative Officer
Teri Fong, Chief Financial Officer
Jenny Brunn, GM or Community Services
Tricia Bryant, Asset Management Coordinator
Janice Hill, Executive Assistant

The meeting can be viewed on the Alberni-Clayoquot Regional District website at:
<https://www.acrd.bc.ca/events/20-1-2021/>

1. CALL TO ORDER

The Chief Administrative Officer called the meeting to order at 10:02 am.

The Chief Administrative Officer recognized the meeting this morning is being held throughout the Nuu-chah-nulth territories.

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

2. ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON FOR 2021

a. ELECTION OF CHAIRPERSON FOR 2021

The Chief Administrative Officer conducted the election for Chairperson on the West Coast Committee for 2021.

The Chief Administrative Officer requested nominations three times. Director Cole nominated Director Roberts. Director Roberts accepted the nomination.

There being no further nominations, the Chief Administrative Officer declared Director Roberts, Chairperson of the West Coast Committee for 2021.

b. **ELECTION OF VICE-CHAIRPERSON 2021**

The Chief Administrative Officer conducted the election for Vice-Chairperson of the West Coast Committee for 2021.

The Chief Administrative Officer requested nominations three times. Director Cole nominated Director Stere. Director Stere accepted the nomination. There being no further nominations the Chief Administrative Officer declared Director Stere, Vice-Chairperson of the West Coast Committee for 2021.

The Chairperson assumed the Chair.

3. APPROVAL OF AGENDA

MOVED: Director Cole
SECONDED: Director Stere

THAT the agenda be approved as circulated.

CARRIED

4. MINUTES

a. **West Coast Committee Meeting Minutes – October 7, 2020**

MOVED: Director Cole
SECONDED: Director Stere

THAT the minutes of the West Coast Committee meeting held on October 7, 2020 be received.

CARRIED

5. PETITIONS, DELEGATIONS & PRESENTATIONS

a. **Richard Giele, Visitor Experience Product Development Officer, Pacific Rim National Park Reserve, regarding Canso Bomber Trail Feasibility Study.**

Mr. Giele and Mr. Tovell provided an overview and update on the Canso Bomber Trail project and provided the opportunity for the committee to identify any concerns or issues with the project in its early conceptual stage.

- b. **Dave Tovell, Acting Park Superintendent, Pacific Rim National Park Reserve, update on the Pacific Rim National Park Reserve.**
Mr. Tovell provided an update on the Pacific Rim National Park Reserve including the construction of the ʔapsčiiik ʔašii (ups-cheek ta-shee) pathway. The pathway is 95% completed. At this time, the pathway is 100% closed as it is still a construction site. However, it does appear that people have been using the site and he would like any messaging to state that the site is currently closed. They have also started resumption planning for COVID-19 to discuss what 2021 could look like for the Parks.

6. **REQUESTS FOR DECISIONS**

- a. **Information Report regarding the Alberni-Clayoquot Regional District Draft Strategic Plan.**

MOVED: Director Cole
SECONDED: Director Johnsen

THAT the West Coast Committee receive the report for information.

CARRIED

- b. **Request for Decision regarding review – West Coast Committee Terms of Reference for 2021.**

MOVED: Director Roberts
SECONDED: Director Stere

THAT the West Coast Committee recommend that the Alberni-Clayoquot Regional District Board of Directors adopt the revised Terms of Reference for the West Coast Committee for 2021.

CARRIED

- c. **Request for Decision regarding West Coast Waste Management Asset Management Plan Version 1 – Presentation – (T. Bryant)**

MOVED: Director Stere
SECONDED: Director Johnsen

THAT the West Coast Committee recommend the Alberni-Clayoquot Regional District Board of Directors adopt the West Coast Waste Management Asset Management Plan Version 1.

CARRIED

7. REPORTS

- a. **West Coast Transit Service – J. Brunn, GM of Community Services (Verbal)**
- b. **Leachate Improvements at the West Coast Landfill – J. Brunn, GM of Community Services (Verbal)**
- c. **Unauthorized Camping – D. Holmes, CAO (Verbal)**

MOVED: Director Cole
SECONDED: Director Johnsen

THAT verbal reports a-c be received.

CARRIED

8. QUESTION PERIOD

Questions/Comments from the public attending the meeting via Zoom webinar. The Executive Assistant advised there were no questions from the public.

In order to provide the public with an opportunity to ask questions or provide input to the Committee respecting a topic on the agenda, the Regional District set up an email address responses@acrd.bc.ca. The Executive Assistant reported there were no questions or comments received from the public with respect to the meeting today.

9. ADJOURN

MOVED: Director Stere
SECONDED: Director Cole

THAT this meeting be adjourned 11:30 am.

CARRIED

Certified Correct:



Kel Roberts,
Chairperson



Wendy Thomson,
General Manager of Administrative Services



REQUEST FOR DECISION

To: West Coast Committee

From: Mark Fortune, Airport Manager
Jenny Brunn, General Manager of Community Services

Meeting Date: March 3, 2021

Subject: Long Beach Airport – Lease Rates and Airport Maintenance Charge

Recommendation:

THAT the West Coast Committee recommend that the Alberni-Clayoquot Regional District Board of Directors approve the updating of Bylaw R1016-4, Tofino-Ucluelet Airport Fees to include Airport Maintenance Charges of \$0.25/m² with a minimum rate of \$300 and flat rate of \$300 for registered non-profits, water landing strip operators, silviculture and agriculture activities, effective June 1st, 2021.

Desired Outcome:

To establish a funding mechanism to support upcoming infrastructure improvement projects at the Long Beach Airport.

Summary:

The recent staff review of neighbouring airport lease rates and fees has highlighted an opportunity to establish an Airport Maintenance Charge (AMC) at the Long Beach Airport to help close the funding gap for infrastructure renewal and replacement projects. Staff are recommending that the airport fee bylaw be updated to include a charge of \$0.25/m² with minimum charge of \$300 and a flat rate of \$300 for certain lease-holders. This will result in additional revenues of approximately \$9,000 per year to be allocated to the capital reserve.

Background:

As detailed in the 2020 Long Beach Airport (LBA) Asset Management Plan, there are over \$47.9 million dollars' worth of infrastructure at the LBA including runways, taxiways, aprons, water, sewer, buildings and road infrastructure that requires upgrading or eventual replacement. Current revenues and tax requisition are falling far short of the ability to fund renewal of this infrastructure. To-date staff have been very successful in receiving grant funding for a number of infrastructure projects. However, this grant funding usually requires some matching funds from the ACRD.

The recent review and development of the 5-year financial plan highlighted the need to find additional sources of revenue to support the capital projects required over the next 5 to 10 years. There are several capital projects that have been deferred and will continue to be delayed due to lack of funding. In order to meet infrastructure and asset management requirements, a significant increase in tax requisition for the service would be required. Prior to proposing major increases to tax requisitions, staff will be undertaking various investigations of alternative revenue streams through the 2021 year starting with this informal review of lease rates.

The LBA had a market assessment completed in 2016 which established lease rates based on the comparative pricing for similar available land on the West Coast. The rates have been increased by the BC CPI (British Columbia Consumer Price Index) each year since this time to try to maintain competitive rates. Unfortunately, the BC CPI may not be representative of relative increases in West Coast real estate market pricing. However, the cost estimate to complete a new market assessment is \$7,500. The values would have to be more than 7% below market value in order to make this

undertaking cost-effective. Another consideration is that due to the unusual circumstances that the pandemic has created, a market assessment done at this time may not hold its accuracy for very long.

Staff recently completed an informal review of neighbouring airport property fees including lease rates, airport improvement fees and utility rates to determine if the LBA is competitive in the airport market, if not it's local real estate market. The research has found that the LBA lease rates seem to be on the high end of lease rates in comparison to other airports, except Victoria Airport which is significantly higher (between \$7 - \$9/m²). LBA rates have been individually set for each lot, with an average rate of \$5.54 for airside serviced lots in 2021. The average rate for the other similar airports investigated was \$4.81/m² (2019 rates). LBA is a very unique airport and it is difficult to compare lease rates to airports such as Campbell River and Nanaimo that have an abundance of available industrial lands surrounding the airport and community which reduce the value of that land for leasing.

The research also highlighted a relatively common fee utilized in many other airport fee bylaws, called an Airport Maintenance Charge (AMC) or sometimes referred to as an Airport Improvement Fee (AIF). These charges are intended to help fund the renewal of the infrastructure that services these properties, including water, sewer, roads, terminal and airside infrastructure. The AMC rate at the Nanaimo Airport is \$0.25/m² and at the Penticton airport is a flat rate of \$300.

An analysis of the current leases at the LBA showed that a \$0.25/m² rate would produce an annual charge close to \$300 for the majority of lease-holders. The impact for lessees if such a rate was established would be an average additional fee to the ACRD above lease rates of approximately 5.5%, except in the case of subsidized lease rates seen at the Long Beach Golf Course, Tofino Flying Club, and Tofino Air Water Landing Strip, which have significantly lower lease fees per square meter. For these reasons, it is recommended that a flat rate be established for registered non-profits and water landing strip operators of \$300 per annum in AMCs. This should be extended to include potential future land uses such as agriculture and silviculture that would be large lots with low servicing requirements and revenue generation potential. To ensure that the fees are relatively fairly applied, a minimum fee of \$300 is recommended so that small footprint leases are also paying fair amounts.

It is also recommended that this fee become effective on June 1st, 2021. This will result in only a half year charge being applied in 2021 and the full rate being applied in 2022. This will provide a gradual introduction of the fee to the lease holders.

Time Requirements – Staff & Elected Officials:

There will be staff time required to update the airport fee bylaw, communicate to the tenants about the upcoming new charge and rationale for the fee, as well as time to update the billing procedures.

Financial:

The majority of tenants will see an increase of \$300/year (\$25/month) on top of annual lease fees that generally range from \$2,500 to \$7,000. This is expected to result in additional revenues at the LBA of approximately \$9,000 per year. This revenue will go directly into the LBA capital reserve fund. The benefit to tenants at the airport is continued investment in the infrastructure and improvements that service their leased land.

Strategic Plan Implications:

This financing mechanism supports the strategy for establishing Appropriate Capital Reserves (3.1).

Policy or Legislation:

Section 194(1)(a) of the Community Charter allows local governments to impose by bylaw a fee payable in respect of all or part of a service.

Options Considered:

The Committee could consider deferring the effective date for this fee to January 1, 2022.

The committee could consider a minimum rate of \$200 which would result in total annual revenues of approximately \$7,750 per year.

Submitted by: 

Mark Fortune, Airport Manager

Submitted by: 

Jenny Brunn, GM Community Services

Approved by: 

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



REQUEST FOR DECISION

To: West Coast Committee
From: Brenda Sauve, Environmental Services Coordinator
Meeting Date: March 3, 2021
Subject: LBA – 2021 Lease Renewals

Recommendation:

That the West Coast Committee recommends that the Alberni-Clayoquot Regional District Board of Directors approve the following lease renewals at the Long Beach Airport for 2021:

1. Tofino Air – Lease lot 6 at a rate of \$6,708.37 per year plus GST and yearly BC CPI increases for a (3) three-year term from April 1st, 2021 to March 31st, 2024.
2. Tofino Air – Water Strip at a rate of \$3,641.04 per year plus GST and yearly BC CPI increases for a (3) three-year term from November 1st, 2021 to October 31st, 2024.
3. Atleo Air – Lease Lot 1 at a rate of \$5,331.25 per year plus GST and yearly BC CPI increases for a (3) three-year term from August 1st, 2021 to July 31st, 2024.
4. Devon Transport (aka Budget Car Rental) – Kiosk 1 at a rate of \$6,490.20 per year plus GST and yearly BC CPI increases for a (3) three-year term from October 1st, 2021 to September 30th, 2024.
5. Terrance Salman – Lease Lot 2 at a rate of \$7,371.04 per year plus GST and yearly BC CPI increases for a (3) three-year term from August 1st, 2021 to July 31st, 2024.
6. Long Beach Enterprises – (Fuel Supplier) Lease lot 11 at a rate of \$2,605.04 per year plus GST and yearly BC CPI increases for a (3) three-year term from August 1st, 2021 to July 31st, 2024.
7. Ocean Networks – Lease Lots 12 & 13 at a rate of \$7,117.82 per year plus GST and yearly BC CPI increase for a (3) three-year term from July 31st, 2021 to June 30th, 2024.
8. Pacific Coastal Airlines – Kiosk 8 at a rate of \$7,117.82 per year plus GST and yearly BC CPI increases for a (3) year-term from April 1st, 2021 to March 31st, 2024.

Desired Outcome:

That the 2021 lease renewals as stated above will all be approved for the Long Beach Airport (LBA), eliminating 8 individual reports having to be brought to the Board for approval throughout the year.

Summary:

All of the lease holders as listed above have been established for many years at the LBA and they are all in good standing. Therefore, there is no concern related to any of these renewals. Staff decided it would be more efficient to get approval for all 2021 renewals in one report. The renewal process with the individual tenants will remain the same.

All leases will be renewed using the attached lease template which has recently been reviewed and updated by our legal advisors. There were no major changes with most edits being improved and consistent language. There are a few additional standard clauses that have been added with the only notable one being the requirement to remit all Airport Improvement Fees (AIF) that are collected to the ACRD. Devon Transport has been found to be currently collecting 13.9% in AIFs on it's car rental fees that the ACRD has not been receiving any revenues for.

Time Requirements – Staff & Elected Officials:

A significant amount of staff time will be required to fully execute all of these leases.

Financial:

The following lease rates will be paid in 2021 to the ACRD and be increased by the BC CPI annually:

Tofino Air - Hangar and Land	\$6,708.37 + GST
Tofino Air - Water Strip	\$3,641.04 + GST
Atleo Air	\$5,331.25 + GST
Devon Transport	\$6,490.20 + GST
Salman, Terrence	\$7,391.04 + GST
Long Beach Enterprises - Fuel	\$2,605.04 + GST
Ocean Networks	\$2,556.23 + GST
Pacific Coastal Airlines Ltd. #8	\$7,117.82 + GST

Strategic Plan Implications:

n/a

Policy or Legislation:

As per the ACRD Officers Delegation Bylaw and the Local Government Act. A public Notice of Disposition will be placed for all lease renewals prior to the renewal date.

Submitted by: 
Brenda Sauve, Environmental Services Coordinator

Reviewed by: 
Mark Fortune, Airport Manager

Reviewed by: 
Jenny Brunn, GM Community Services

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

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:

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS:

- A. The Regional District of Alberni-Clayoquot is the owner of the lands and premises in Regional District of Alberni-Clayoquot legally described as shown on the sketch attached as Schedule "A" (the "**Airport**")
- B. The Lessee has requested and the District has agreed to grant a Lease of a portion of the Airport on the terms and conditions 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

- 1.1 The District leases to the Lessee those lands shown outlined in hatching on the sketch map attached to this Agreement as Schedule "A" (the "**Premises**"), which has a municipal address of _____ and is legally described as:

2. TERM

The term of this Lease shall be the period commencing on the _____ of _____ and ending on the _____ day of _____, (the "**Term**").

3. USE

The Lessee shall use the Premises for the purpose of _____

_____ 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 \$ _____ plus GST per year prior to _____ of each year ("**Rent**").
- 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.
- e. In this Lease, "**Additional Rent**" means all sums of money to be paid by the Lessee under this Lease, whether to the Regional District or otherwise, except Rent. The Lessee shall pay any amounts owed for Additional Rent as instructed by the Regional District and in any event, no later than the succeeding rental payment date.

- f. As Additional Rent, if the Lessee collects from its customers a fee or surcharge in the nature of an "airport improvement fee" or other premium for being located at an airport (a "**Fee**"), the Lessee will remit ninety percent (90%) of the Fee so collected to the Regional District.

THE LESSEE COVENANTS AND AGREES AS FOLLOWS:

5. RENT

- 5.1 to pay Rent;
- 5.2 to pay Additional Rent

6.0 TAXES

- 6.1. 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, airport maintenance charges 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 necessary for the use of the Premises as 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; for clarity, the front of the Premises is the lot line closest to and parallel to the taxi-way, 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 ensure the property is clear and safe of debris and hazards that pose a threat to public safety or infrastructure;
- 9.4. 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;
- 9.5. that it will keep and leave whole and in good repair all water & wastewater infrastructure, gas, and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus, in, on, or attached to the Premises;
- 9.6. 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 AND INSPECTION**

- 10.1. that the District may during normal business hours, subject to the requirements of section 10.2, 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 the repair, plus an additional amount for administration and overhead, forthwith upon receipt by the Lessee of invoices thereof;
- 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.
- 10.3. that the District will be entitled to request financial information from the Lessee for the purpose of verifying the collection of the Fee described in section 4(f) and to identify the amount of the Fee to be remitted to the Regional District as Additional Rent;

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, license, sub-license, 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 12.1;

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 the hazards or risks associated with 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 14.1;
- (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 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 and hold harmless 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, paid on a solicitor and his own 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 16.1 "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 20:

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

19.2. The Lessee covenants and agrees:

- a) 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;
- b) 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;
- c) 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;
- d) 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;
- e) 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;
- f) 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;
- g) 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

- h) 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 20 by the Lessee; or
 - B. any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Lessee or any person for whom it is in law responsible;
- i) that the obligations of the Lessee under section 20 will survive the expiry or earlier termination of this Lease.

THE DISTRICT COVENANTS AND AGREES AS FOLLOWS:

20. QUIET ENJOYMENT

- 20.1.** Upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, and subject to the other provisions of this Lease, the District shall without hindrance or interruption, give the Lessee the quiet enjoyment and use of the Premises for the Term.

IT IS HEREBY MUTUALLY AGREED THAT:

21. CONDITIONS PRECEDENT

- 21.1.** 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 the District's 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. 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.** A Mortgagee under any Mortgage referred to in section 11.1 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.** 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.** 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.** 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.** 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.** If this Lease becomes subject to termination or forfeiture pursuant to section 30.0 by reason of the bankruptcy or insolvency of the Lessee and the Mortgagee has filed with the 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.** 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.** 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.** 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.** Every Mortgage will be made expressly subject to the rights of the District under this Lease;

24. TERMINATION AND RE-ENTRY

- 24.1.** 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.** 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.** 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 equipment, 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.** 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 23.4;

26. EFFECT OF WAIVER

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

33. TIME

33.1. Time is of the essence in this Lease

34. NOTICES

34.1. 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. 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. 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. When the singular or neuter are used 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. 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. 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; and

38.4. 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. ENTIRE AGREEMENT

39.1. This Lease 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.

40. BINDING EFFECT

40.1. This Lease shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

41. APPLICABLE LAW

41.1. This Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

42. AMENDMENT

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

43. REGISTRATION

43.1. 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:)

5.



REQUEST FOR DECISION

To: West Coast Committee
From: Jenny Brunn, GM of Community Services
Meeting Date: March 3, 2021
Subject: Long Beach Airport Short Term Lease – The Coastal Hive

Recommendation:

THAT the West Coast Committee recommend to the Alberni-Clayoquot Regional District approve entering into a (3) three-year term lease agreement effective April 1, 2021 until March 31, 2024 with The Coastal Hive at the Long-Beach Airport at a rate of \$1,398/per year plus GST and annual BC CPI increases.

Desired Outcome:

To increase revenues and support airport related land-use at the Long Beach Airport through the development of long-term leases and to support local agricultural development.

Background:

In June 2020, a report was brought to the West Coast Committee (WCC) and the Board of Directors in regards to a proposal from Louise Rodgers and Dion Olin to lease a portion of Long Beach Airport (LBA) land to produce vegetable crops via greenhouses called "The Coastal Hive." The proposal included both short and long-term production goals through the expansion of additional greenhouses. Other infrastructure to be installed included a wash station, walk-in cooler, and tool shed. The plan also included the installation of a caretaker trailer, portable toilet and an electric fence surrounding the site. The operation was projected to initially create a half-time employment position. Upon review, the WCC and ACRD Board of Directors made a motion to add the proposal to the staff 2020 ACRD Work Plan for further review and consideration. Staff have been working with this group to assist in the establishment and servicing needs for this project.

The Coastal Hive has recently submitted an updated proposal (attached) which has been modified to reduce the costs for servicing and up-front investment requirements. This is a scaled back version of their original proposal in order to make it more feasible for immediate start-up with a (3) three-year lease. The new proposal includes 2 off-grid 16x50 caterpillar tunnels which are temporary structures. The greenhouses will be serviced with rainwater collected and stored onsite. The entire operation will be encircled with electric fencing for wildlife management. They are planning to expand in 3 years to 6 caterpillar tunnels and in 10 years to have upwards of 40 greenhouses producing fresh produce for 2,000 people.

Time Requirements – Staff & Elected Officials:

Several hours of staff time will be required to work with the proponent to support various aspects of the proposal and execute a lease agreement.

Financial:

The proposal requested a lease rate of \$1 per year. As this enterprise is not a registered not-for-profit, the ACRD cannot provide this lease fee relief as it would be providing an advantage to business. As this is a new lot and does not have an assessed market value, staff have reviewed the current lease rates at the LBA and will use the Department of National Defence (DND) lot lease rate as a comparable rate resulting in an annual lease rate of \$1,398/year. This is less than half the competitive market value of the majority of lots at the airport. However, this new lot is currently unserviced and

undeveloped. Staff have presented this rate to the proponents and they are still interested in proceeding with the lease at this rate.

Strategic Plan Implications:

Supporting this project is in line with strategy 1.4 to Enhance Agricultural Development.

Policy or Legislation:

As per the ACRD Officers Delegation Bylaw and the Local Government Act. A public Notice of Disposition will be placed for all lease renewals prior to the renewal date.

Submitted by: 

Jenny Brunn, General Manager of Community Services

Approved by: 

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



REQUEST FOR DECISION

To: West Coast Committee
From: Mark Fortune, Airport Manager
Meeting Date: March 3, 2021
Subject: Cascadia Air – Scheduled Flights at the Long Beach Airport

Recommendation:

THAT the West Coast Committee recommend that the Alberni-Clayoquot Board of Directors issue a letter authorizing Cascadia Air to operate scheduled service at the Long Beach Airport.

Desired Outcome:

To support increased revenues and air related activity at the Long Beach Airport.

Summary:

In Spring of 2020, ACRD staff recommended supporting a proposal from Cascadia Air to bring scheduled air service to the Long Beach Airport (LBA) and Alberni Valley Regional Airport (AVRA); subject to Transport Canada authorization and execution of a formal agreement with the ACRD. The requirement for an agreement was included because of the significant long-term cost implications for improvements at AVRA that would be required to establish scheduled service.

Cascadia Air has recently contacted the ACRD to follow-up in establishing this service at both airports. Due to the significantly different implications for scheduled flight service at each airport, staff are separating this into two separate requests. Establishing scheduled service at the Long Beach Airport can be achieved with the provision of a letter of Authorization. Cascadia would then set-up flight schedules and pay the applicable landing and passenger fees for the use of the facilities. In the short-term they would manage passengers and baggage directly from the tarmac as per current charter aircraft operations. Once demand has been established staff will work with them to set-up a lease for the available kiosk at the terminal building to support their scheduled flight service.

A report related to the establishment of scheduled service at AVRA will go separated to an AVRA Advisory Committee meeting for consideration.

Time Requirements – Staff & Elected Officials:

There will be staff time required to execute a letter of authorization and support Cascadia in their establishment of service.

Financial:

Applicable fees for landing and passengers would be payable as detailed in the Tofino-Ucluelet Airport Fee Bylaw R1016-4. The revenue generated from this service would be dependent on frequency and number of passengers.

Strategic Plan Implications:

n/a

Policy or Legislation:

As per Bylaw R1016-4 Fees for the Tofino-Ucluelet Airport.

Submitted by: 

Mark Fortune, Airport Manager

Reviewed by: 

Jenny Brunn, GM Community Services

Approved by: 

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

Monday February 8th, 2021

Good afternoon,

It has been about a year since we first contacted your group and received letters of support for providing commercial air services into both the Port Alberni and Tofino airports. I realize COVID 19 has had a huge impact on all of us and the businesses of which we operate.

Cascadia Northern Air Inc (Cascadia Air) launched commercial air services in November 2020 despite the enormous risk in the aviation sector and have maintained scheduled services between Campbell River and Pitt Meadows Airport. Cascadia Air has now added the Abbotsford International Airport to our scheduled route and is currently the only airline supporting travel to and from the island direct from/into Abbotsford and Pitt Meadows.

Cascadia Air is optimistic this spring/summer will see an increase in travel and we are strategically planning our roll out schedules. It is our intention to begin flying into/from the Victoria International Airport via both Vancouver and Abbotsford International Airports early April 2021. We will be able to offer services that will connect to all three international airports as well as other smaller airports.

We would like to propose starting limited scheduled flights into both Port Alberni and Tofino Airports Starting in Q2 2021. We already have the Transport Canada Authorizations in place and are ready to enter into a formal agreement with the ACRD.

During this volatile time, Cascadia Air is not currently looking for lease commitments and would like to offer this service on a trial basis for a six month period. We are proposing to pay a landing fee or passenger fees for the use of your facilities. Once demand has been established, we would like to discuss long term commitments.

Our list of airports is growing and we would appreciate the support of the ACRD to join our expansion through these difficult times. Please don't hesitate to get back to me at your earliest convenience.

Regards,

Jeremy Barrett
Chief Pilot & Operations Officer
Cascadia Air



REQUEST FOR DECISION

To: West Coast Committee
From: Brenda Sauve, Environmental Services Coordinator
Meeting Date: March 3, 2021
Subject: Bylaw R1033-2 Tipping fee for Rope & Netting at the West Coast Landfill

Recommendation:

THAT the West Coast Committee recommend that the Alberni-Clayoquot Regional District Board of Directors approve the amended Bylaw R1033-2, West Coast Landfill Tipping Fee and Regulation Amendment, 2021.

Desired Outcome:

To increase the Rope & Netting fee from \$120/tonne with a \$12 minimum fee to \$150/tonne with a \$15 minimum fee at the West Coast Landfill.

Summary:

In 2019, the Alberni-Clayoquot Regional District (ACRD) began partnering with Ocean Legacy on a project to divert and recycle fish netting and rope received at the West Coast Landfill. This project was building on the successful partnership previously established with Pacific Rim Surfrider to recycle ocean plastics that were collected during beach clean-up events.

On November 1st, 2019 the West Coast Landfill (WCLF) set a rate of \$120/tonne with a \$12/minimum for Fish Nets & Rope. From this time until January 31st, 2021 there has been 157.61 tonnes of Fish Nets & Rope that have been collected and sent to Ocean Legacy's facility in Abbotsford to get recycled. The ACRD entered into an agreement in September 2020 with Ocean Legacy to have an Ocean Plastic Depot built at the WCLF to be able to collect, sort and ship out for recycling and to divert these materials from there as a pilot project for a 5 year term. This project is intended to establish an effective diversion system for these materials that can be used as a template for other landfills in BC.

In the past few months of operating the depot and recycling these materials, Ocean Legacy has found their costs to be approximately \$190/tonne. This is a new program and the organization is optimistic that they will find lower cost transport options and efficiencies to bring costs down. However, the current rate of \$120/tonne is not adequate to cover the cost to divert this material and staff are recommending that the fees be increased to \$150/tonne at this time. The costs and tipping rate for these materials will be revisited in 6-9 months after the diversion and processing program has been running for at least a year.

In order to promote diversion and provide time for this new diversion program to mature it wouldn't be prudent to raise the fees more than this at this time. There is a large amount of illegal dumping around the West Coast and we would like to promote the responsible disposal of Rope & Netting. The cost overage will come out of the West Coast Landfill revenues. In the meantime, Ocean Legacy has grant funding from the Department of Oceans and Fisheries under the Sustainable Fisheries Solution & Retrieval Support Contribution Program (SFSRSCP)/Ghost Gear Fund which will help with some of the cost recovery for 2021.

Time Requirements – Staff & Elected Officials:

The proposed changes to West Coast Landfill Tipping Fee and Regulation Bylaw No. R1033-2 have been prepared as an amendment(attached). There will be some staff time involved in communicating these changes to the public including advertisement and promotion if these changes are adopted.

Financial:

These materials will be collected at a rate of \$150/tonne with a \$15 minimum charge.

Strategic Plan Implications:

This initiative supports the Solid Waste Management Plan Implementation Strategy (3.2) which has an objective to improve recycling and diversion programs throughout the region.

Policy or Legislation:

As per our Solid Waste Management Plan and Bylaw No. R1033-2 the Regulation of Recycling, Solid Waste Disposal and Tipping Fees at the West Coast Landfill.

Submitted by: 
Brenda Sauve, Environmental Services Coordinator

Submitted by: 
Jenny Brunn, General Manager of Community Services

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

**Schedule A
Charges**

Solid Waste	Tipping Fee	Other Charges
Loads of 83 kg or greater	\$130.00 per tonne	\$12.00 minimum
Loads under 83 kg (each garbage bag or can)	\$3.00 each	\$6.00 minimum \$12.00 maximum
Recreational Vehicle	\$240.00 per tonne	\$300.00 minimum
Surcharge for loads containing Recyclable Materials or Controlled Waste	Double the standard tipping fee	
Surcharge for Unsecured loads	\$240.00 per tonne	
Weighing service		\$10.00 each occurrence

Recyclable Materials	Tipping Fee	Other Charges
Corrugated Cardboard	\$200.00 per tonne	\$15.00 minimum
Metal, including appliances	No Charge	
Clean wood waste	\$120.00 per tonne	\$10.00 minimum
Car batteries	No Charge	
Tires	\$170 per tonne	\$2.00 each tire minimum
Residential Yard and Garden Waste	No charge	
Fish Nets and Rope	\$150.00 per tonne	\$15.00 minimum
Mattress or Box Spring	\$20.00 each	

Controlled Waste	Tipping Fee	Other Charges
Construction/Demolition Waste	\$160.00 per tonne	\$15.00 minimum
Land clearing debris	\$240.00 per tonne	\$15.00 minimum
Pumpings from domestic septic tanks	\$160.00 per tonne	
Catch basin and manhole material	\$160.00 per tonne	\$150.00 minimum
Fish, shrimp shells, and animal carcasses	\$200.00 per tonne	\$100.00 minimum
Medical Facility Waste	\$132.00 per tonne	
Loads containing fish feed totes	\$400.00 per tonne	\$160.00 minimum
Contaminated Soils:		
Provided that the Ministry of Environment has approved of disposal of the contaminated soil, without treatment, at the Alberni Landfill	\$50.00 per tonne	
Provided that the Ministry of Environment has approved of the treatment and disposal of the contaminated soil at the Alberni Landfill	\$100.00 per tonne	Plus estimated out-of-pocket treatment costs



REQUEST FOR DECISION

To: West Coast Committee
From: Charlie Starratt, Regional Fire Services Manager
Meeting Date: March 3, 2021
Subject: Fire Protection for the Port Albion Area

Recommendation:

That the West Coast Committee recommend to the ACRD Board of Directors that ACRD staff be directed to engage the District of Ucluelet, the Ucluelet Volunteer Fire Brigade and the Yuułuʔiłʔatḥ First Nation in discussions to explore the feasibility of providing fire protection for the Port Albion area.

Desired Outcome:

To determine the feasibility of providing fire protection for the Port Albion area and outline the required steps to create a fire protection service for this area.

Summary:

At the March 3, 2020 Electoral Area Directors Committee meeting, staff was asked to look at the feasibility of installing a fire hydrant in Port Albion to allow the Ucluelet Volunteer Fire Brigade (UVFB) provide fire protection service for the approximately 30 properties in the Sutton Road area of Port Albion. Currently there is no fire protection for this area.

Currently the UVFB provides fire protection services to the Millstream area through the South Long Beach Specified Area Fire Protection Agreement. UVFB also supply a contract fire service to Hitacu (Ucluelet East) and drive past Port Albion to reach Hitacu. Based on initial discussions, the UVFB is willing to discuss an additional fire protection service to the Port Albion area.

Fire protection services for Port Albion would require the adoption of a service area establishment bylaw by the ACRD Board of Directors. This is the legal mechanism that is required to collect the money to pay the costs of the service. An establishing bylaw must include the following:

- Define the boundaries of the service area;
- Identify the participants of the service area;
- Indicate the method of cost recover for the service
- Specify the maximum annual amount that may be requisitioned for the service
- Indicate the cost recovery method for the service

Prior to adopting the service area establishing bylaw, consent of the electorate within the service area is required. The following are options to gain consent:

Petition

Property owners in an electoral area can petition the Regional District for a service. The proposed service area may either be the whole electoral area or only a portion of it. A Regional District is not required to proceed with a service even if it receives a valid petition, however, in many cases petitions lead to the establishment of a service.

For a petition to be valid, it must be signed by owners of at least 50 percent of the parcels that would be liable to pay for the proposed service that represent at least 50 percent of the assessed value of land and improvements that would be in the proposed service area. The petition must also:

- Describe the proposed service in general terms
- Define the boundaries of the proposed service area
- Indicate the proposed methods of cost recovery for the service
- Contain other information that the regional district board may require

Assent Voting (Referendum)

Assent voting (referendum) allows electors to vote on whether a proposal should move forward or not. Assent of the electors is obtained if a majority of the votes counted are in favour of the bylaw or question. Assent voting is conducted under the rules that generally apply to local elections.

Alternate Approval Process (AAP)

The alternative approval process allows electors to indicate whether they are against a local government proposal moving forward. If 10 percent or more of the eligible electors in the area to which the process relates submit elector response forms, the local government may not proceed with the action or proposal unless it obtains assent of the electors.

Background:

While providing a fire protection service for this area appears to be feasible there are some caveats in doing so. Most property owners have two distinct expectations of their fire protection service:

- The first, providing life safety/property conservation, may be accomplished via a fire department response with limited resources and having an extended response time due to longer travel distance. An allowable fire loss, while preventing/limiting the spread of fire beyond the originating property, would be expected. The fire will be extinguished but there may be limited or no insurance savings for property owners.
- The second, improved property insurance rates, may be achieved, at a much higher cost, by meeting the Fire Underwriters Survey's (FUS) minimum requirements for a fire department (15 firefighters), response distance (8 km max.), apparatus (a single triple combination pumper), and adequate water supply (fire hydrants or water tender trucks). An improved FUS rating may provide for insurance savings for property owners; however, these rates are determined by the property owner and their insurance company. Rates are set by the insurance industry and generally reflect FUS ratings.

UVFB currently has no water tendering capability, meaning that water must be supplied by fire hydrants. As per FUS standards, several hydrants would need to be installed and distributed in locations convenient for fire department use. Additionally, providing water to these hydrants would require an agreement with the Yuułu?ii?ath First Nation (YFN), who receive water from the District of Ucluelet.

Time Requirements – Staff & Elected Officials:

Substantial Protective Services and Administrative Services staff time will be required to establish the fire service area and to enter into the required agreements.

Financial:

An engineering study confirming the suitability of connecting to existing water supply infrastructure may be required to determine the feasibility of this service. The estimated cost of hydrant installation is \$15,000 per fire hydrant and \$50,000 per 100 metres of 150mm waterline, based on similar installations in other ACRD communities. An annual fee of \$2500-\$5000, paid to the UVFB, for the service provided is expected, based on similar ACRD fire service agreements.

Strategic Plan Implications:

This proposal supports the ACRD Board of Directors Strategic Plan, Emergency Management Focus Area by supporting improved coordination between ACRD and other municipalities. This proposal supports the Partnerships and Alignment Focus Area by engaging with community partners, identifying opportunities for alignment and cooperation.

Policy or Legislation:

The *Local Government Act* allows Regional Districts to enter into agreements to provide services within and outside their boundaries.



Submitted by: _____

Charlie Starratt, Regional Fire Services Manager



Reviewed by: _____

Heather Zenner, MA, RPF, Protective Services Manager



Approved by: _____

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



REQUEST FOR INFORMATION

To: West Coast Committee
From: Jodie Frank, Organics Diversion Coordinator
Meeting Date: March 3rd, 2021
Subject: West Coast Compost Pilot 2020 Report

Report:

The purpose of this report is to provide the West Coast Committee (WCC) with the results from the West Coast compost pilot project operated by Tofino Urban Farms at the West Coast Landfill.

Summary of Report:

On July 17, 2019, the WCC approved the recommendation to move forward with a compost pilot program on the West Coast. Following approval, ACRD staff issued a Request for Proposals (RFP) to operate a six (6)-nine (9) month pilot project. Tofino Urban Farms was awarded the contract effective October 1, 2019 to September 30, 2020 including options to extend the term in three-month intervals if required.

A five-bay temporary facility was built at the West Coast Landfill and processing began February 18, 2020. The compost pilot trialed two ways of aeration, timed blowers (forced air through perforated pipes under the piles) and physically turning piles with a skid steer and bucket attachment. The timed blower system was the optimal method as it provided a faster composting turnaround time.

Organic waste was collected from various Tofino restaurants, shops, cafes and residents.

Participants included; Shed, Shelter, Long Beach Lodge, Gaia Groceries, Rhino Coffee, Whalers on the Point Hostel, Crab Apple Floral, Epic Pharmasave, District of Tofino offices, Tofino Distillery and 28 households.

A cube van with power tailgate was used to facilitate compost pickups. Commercial customers were collected twice/week and weekly for residential.

Over the course of the pilot approximately 47 tonnes were diverted from the landfill. Due to COVID-19, the pilot indicated a dip in volume starting in April as volumes from restaurants were significantly reduced compared to regular volumes.

Finished compost will be available to residents of the community in spring 2021, after it has undergone quality testing. The main challenges and lessons learnt were the following:

- Collection methodology – 120L carts when full with manual collection posed weight and lifting challenges
- Contamination – common items included
 - Gloves, masks, plastic bags, cutlery, produce stickers

These concerns will be included and addressed in the education material once the organics diversion program is implemented for the West Coast Communities.

Submitted by: 
Jodie Frank, Organics Diversion Coordinator

Reviewed by: 
Jenny Brunn, General Manager of Community Services

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

WC Organics Composting Pilot Project 2020

FEBRUARY 17, 2021

Tofino Urban Farm Co

Authored by: Louise Rodgers and Georgina Valk

WC Organics Composting Pilot Project

In 2019, the Alberni Clayoquot Regional District (ACRD) received funding for building a compost facility at the West Coast landfill.

Tofino Urban Farm Co signed a contract with the ACRD October 1st, 2019 to run a composting pilot project. We were tasked with collecting data on the best way to go about implementing a compost facility.

The term of the agreement was effective October 1, 2019 to September 30th, 2020, with the ability to extend in (3) three month intervals with the approval of the ACRD.

The pilot program is ongoing until the compost facility is built (spring 2022). A five bay facility was built at the West Coast landfill for the pilot project. Organic waste processing began February 18, 2020.



Results from comparing different static aerated systems and the effectiveness of each process

Aeration of compost piles is necessary in order to fuel oxygen to the bacteria necessary for the desired breakdown of the organic material.

We tested two ways in which to aerate the piles. The piles were either aerated via timed blowers (that forces air through perforated pipes under the piles) or by a skid steer with bucket attachment that physically turned the pile.

The blower system was the optimal method as it provides a faster composting turnaround time. At 6 weeks the pile was able to be removed from the bay for curing. The skid steer with a bucket attachment took a minimum of 8 weeks. The blower system not only frees up a bay sooner, but also results in less greenhouse gases being released when avoiding the use of heavy machinery for aeration.



Volumes of compost

Organic waste is collected from various Tofino restaurants, shops, cafes and residents. Participants include: Shed, Shelter, Long Beach Lodge, Gaia Groceries, Rhino Coffee, Whalers on the Point Hostel, Crab Apple Floral, Epic Pharmasave, District of Tofino offices, Tofino Distillery and 28 households.

A cube van with power tailgate is used for compost pickups. We provide twice weekly pickups for commercial businesses and weekly for residential.

Kilograms diverted for 2020 per month are as follows:

Month	KG
Feb	1280
March	1120
April	900
May	1190
June	4420
July	9040
August	6640
Sept	6880
Oct	6840
Nov	4640
Dec	4050
Total:	47000

This equates to 47 tons diverted in 2020 which is the equivalent to almost 400 baby elephants!

The dip in volume starting in April was due to closures from pandemic restrictions. Since then, volumes for restaurants on average are running at 2/3 of their usual volume. Some, such as Long Beach Lodge, are only at 1/3 of regular volume.

In April, we pivoted our focus to provide weekly residential compost pickup services to 28 households which was received enthusiastically by the participants.

Finished community compost will be available to residents this spring. Prior to this, samples will be sent out to MB Laboratories in Sydney for testing to ensure a good quality product.

Challenges and Solutions

We were tasked with reporting any challenges faced from collection, processing, and compliance of users/generators as well as any solutions or recommendations.

Challenges and solutions in commercial collection:

We discovered that the 120L carts provided to the restaurants were too heavy when full. Our solution was clear communication about weight restrictions and educating restaurant staff to fill them up to the “max fill” line that we provided on the cart which was approx $\frac{3}{4}$ the total volume. We recommend that maximum 80L sized carts be used for commercial businesses.

Challenges and solutions in processing:

The piles are covered by tarps and they tend to blow off in windy conditions. We recommend the new compost processing be in a covered building.

Carts are manually tipped into a pile and this can be physically strenuous. We recommend an automatic cart tipper to alleviate this situation.

Carts are rinsed onsite next to the bays on gravel using pond water with a gas powered pump and hose. We recommend a proper rinsing station on concrete to maintain cleanliness and rainwater collection tanks with solar powered pumps for rinsing the carts.

Piles frequently need to be wetted down for proper moisture control. Rainwater collection tanks could be used for this as well.

Challenges and solutions with compliance of users/generators:

Contamination is an on-going issue. Frequent contaminants are gloves, plastic bags, cutlery, metal ramekins, masks, and cloths/scrubbies found in our commercial carts. On average, we will find 3 of these items per cart.

Household contamination can include “compostable” plastic bags and fruit stickers. Contamination is much less of an issue.

We recommend education of restaurant staff using picture diagrams and if contamination is found, stickers can be left on carts informing staff of contamination to be disposed of properly.



INFORMATION REPORT

To: West Coast Committee
From: Jenny Brunn, GM of Community Services
Meeting Date: March 3, 2021
Subject: West Coast Transit Update

Background:

BC Transit staff presented the Service Plan for the West Coast Transit Service at the June 1st, 2020 West Coast Committee meeting following a collective effort by staff from BC Transit, the ACRD, District of Ucluelet, District of Tofino, Parks Canada, and the Toquaht First Nation to confirm transit routing and proposed bus stops. The Plan was supported by the Committee and approved by the ACRD Board of Directors at their regular June 10th, 2020 meeting.

ACRD staff provided an updated report on the west coast transit initiative at the July 22nd, 2020 ACRD Board meeting. The update outlined that a key next step with the initiative was to confirm a viable service delivery operator and accompanying maintenance facility. It was noted that BC Transit had completed a cursory review of possible existing vehicle maintenance facilities on the west coast to determine viability of a third-party maintenance arrangement with an operating company to maintain the medium-duty buses proposed for the service. Both public and private operations were reviewed with no clear viable maintenance option identified. The next step was for BC Transit to proceed with an expression of interest for possible operating companies interested in a contract to deliver the transit service and maintain the buses. The intent is to engage existing and potential transportation providers in the area to come forward with creative options to meet BC Transit service operational requirements on the west coast. It was also noted at this meeting that the targeted implementation date would be pushed to Spring of 2022 based on current information from BC Transit due to service expansion delays associated with COVID-19.

Updated Implementation Timeline

BC Transit has been working with representatives of the ACRD, District of Tofino and District of Ucluelet on next steps with this initiative including refining implementation timelines with current information; as well as reviewing the draft request for expression of interest for potential operating companies that is scheduled to be advertised in the coming weeks. The updated West Coast Transit Service Implementation Schedule is now:

Date	Deliverable/Key Step	Lead
March 2021	Request for Expression of Interest Issued to service operators	BC Transit
Spring 2021	-Information from REOI brought to West Coast Committee -Final Route timing	BC Transit
Fall 2021	-Fare Strategy Approved -Request for Proposal – Service Operator	ACRD WCC/Board BC Transit
Winter 2022	-Funding indicated -MOU to ACRD for review and approval	BC Transit ACRD
Spring 2022	- Schedule Development - Marketing and Communications Plan	BC Transit, ACRD, Operator BC Transit, ACRD, Operator

	- Service inception meeting - Detailed service specifications confirmed	BC Transit, ACRD, Operator BC Transit, ACRD, Operator
Summer 2022	- Riders Guide finalized - Bus stops installation -Marketing Campaign begins	BC Transit, ACRD, Operator ACRD, Ucluelet, Tofino, Parks BC Transit
Fall 2022	- Service Commencement - Monitor and adjust service as required	BC Transit, ACRD, Operator BC Transit, ACRD, Operator

Note, the updated implementation date is now September 2022 in order to allow time to confirm provincial funding (anticipated in Feb 2022) and complete each of the implementation plan components, including securing buses. There is current consideration of starting the service with light-duty buses to help with the operational challenge of a lack of medium-duty maintenance facilities and transitioning to medium-duty vehicles once a viable maintenance solution is confirmed. The expression of interest with operating companies will help determine this direction. The estimated cost remains unchanged from previous communications. The estimated annual ACRD share of costs with BC Transit for the west coast transit service is \$458,576. This does not include bus stop infrastructure or internal ACRD general government allocation costs associated with the administration of this service. These costs will be confirmed closer to implementation.

Submitted by: 

 Jenny Brunn, GM of Community Services

Approved by: 

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



INFORMATION REPORT

To: West Coast Committee

From: Wendy Thomson, General Manager of Administrative Services
Teri Fong, CPA, CGA, Chief Financial Officer

Meeting Date: March 3, 2021

Subject: West Coast Transit Service – Portions of Area “C” Withdraw Options

Summary:

At the February 17, 2021 Committee of the Whole Meeting, Regional District staff were instructed to bring back information to the West Coast Committee on options for portions of area “C” (Long Beach) to withdraw from the West Coast Transit Service. This report outlines the steps involved in amending the service area. Attached to this report is the West Coast Transit section of the Draft 2021-2025 Financial Plan for information.

Background:

Bylaw E1062, West Coast Transit Service Area Establishment was adopted by the ACRD Board of Directors in December 2019 following a successful alternative approval process held in October 2019 (bylaw attached).

The participants of the West Coast Transit Service Area are:

- Electoral Area “C” (Long Beach)
- District of Tofino
- District of Ucluelet
- Toquaht Nation
- Yuułuʔiłʔatḥ Tribe Government

Maximum Requisition & Apportionment Method

The maximum amount that may be requisitioned annually for the cost of the service is \$550,000 or \$0.294 per \$1,000 of taxable value of land and improvements, whichever is greater. The net annual costs of providing the service are apportioned among the participants as follows:

- 50% on the basis of population as determined by Statistics Canada’s most recent census data;
- 50% on the basis of converted land and improvements.

Required Steps to Amend the Boundaries of the Service Area

Amendments to the boundaries of service area establishment bylaws are governed by the *Local Government Act Section 349 and 350*.

The following are the required steps:

- At the direction of the ACRD Board of Directors, Regional District staff would draft an amendment to Bylaw E1062, amending Section 3 of the Bylaw – **Boundaries** to reduce the boundaries of the service area to remove sections of area “C” from the service area;
- The ACRD Board of Directors can consider 3 readings to the amending bylaw at a regular board of directors meeting
- Prior to adoption of the amending bylaw by the ACRD Board of Directors, the following is required:
 - Written consent of at least 2/3’s of the participants of the service area
 - approval by the Inspector of Municipalities

Implications to the Service Area from the Boundary Reduction

Reducing the service area size will increase the tax rate and cost for the remaining service area participants each year. The apportionment method of this service includes an allocation based on population. Staff do not believe that this type of statistical breakdown of information exists for only part of an electoral area which will make this portion of the allocation challenging. If directed to proceed with this review, staff will inquire with Statistics Canada as to whether more detailed statistical information within an electoral area is available.

Time Requirements – Staff & Elected Officials:

Significant staff time would be required to undertake this amendment including:

- working with the mapping technician to determine the proposed revision to the service area boundaries
- drafting of the bylaw amendment
- Gaining written consent from the Electoral Area Directors, Municipal and First Nation Council’s
- if approved, staff will then need to request that BC Assessment create the new service area code for the defined area in Long Beach

Due to the fact that this amendment would require the creation of a new service area code for BC Assessment it is not possible to complete the steps in time for the 2021-2025 Financial Plan.

Financial:

Staff are unable to determine the financial impact to the other areas until we can clearly define the portion of the service area that is requesting removal. It is important to note that the Ministry has advised that the maximum tax rate per \$1,000 would need to be reduced to maintain equivalence based on the revised service area. Depending on the portion of the service area that is requested to be removed, this may make operating the service within the requisition limits challenging. Until the proposed service area is defined staff cannot comment on the whether the limit will be sufficient to support the service.

Strategic Plan Implications:

Not applicable.

Options Considered:

If the Directors would like to proceed with this project in 2021 then the following motion would be suggested:

That the West Coast Committee recommend to the ACRD Board of Directors that staff investigate the financial impacts of removing a portion of Electoral Area 'C' Long Beach from the West Coast Transit Service based on the areas to be removed being provided by Director Roberts.



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



Submitted by: _____
Teri Fong, CPA, CGA, Chief Financial Officer



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



ALBERNI-CLAYOQUOT REGIONAL DISTRICT

BYLAW NO. E1062

A bylaw to establish and operate a service for public transportation on the West Coast

WHEREAS under the *Local Government Act* a regional district may, by bylaw, establish and operate any service the Board considers necessary or desirable for all or part of the regional district;

AND WHEREAS the Alberni-Clayoquot Regional District Board of Directors wishes to establish and operate a public transportation service within the District of Ucluelet, District of Tofino, Toquaht Nation, Yuułuʔiłʔatḥ Tribe Government and Long Beach Electoral Area.

AND WHEREAS the approval of the electors in the participating areas has been obtained by an alternative approval process in accordance with the *Local Government Act*;

AND WHEREAS the approval of the Inspector of Municipalities has been obtained in accordance with the *Local Government Act*.

NOW THEREFORE the Board of Directors of the Alberni-Clayoquot Regional District in open meeting assembled, enact as follows:

1. Citation

This Bylaw may be cited as “Bylaw No. E1062, *West Coast Transit Service Area Establishment, 2019.*”

2. Service

The service established by this Bylaw is for the purpose of establishing and operating a public transportation system on the west coast.

3. Boundaries

The boundaries of the service area are as shown on Schedule “A” attached to and forming part of this bylaw.

4. Participating Areas

The participants of the service established under this bylaw are:
Electoral Area “C” (Long Beach)
District of Tofino
District of Ucluelet

Toquaht Nation
Yuułuʔiłʔatḥ Tribe Government

5. Cost Recovery

In accordance with section 378 of the *Local Government Act*, the annual cost of providing the service may be recovered by one or more of the following:

- a. Property values taxes imposed in accordance with Division 3 of Part 11 of the *Local Government Act*;
- b. Parcel taxes imposed in accordance with Division 3 of Part 11 of the *Local Government Act*;
- c. Fees and charges imposed under section 397 of the *Local Government Act*;
- d. Revenues raised by other means authorized under the *Local Government Act* or another act;
- e. Revenues received by way of agreement, enterprises, gift, grant or otherwise.

6. Maximum Requisition

In accordance with the *Local Government Act*, the maximum amount that may be requisitioned annually for the cost of the service is \$550,000.00 or \$0.294 per \$1,000 of taxable value of land and improvements, whichever is greater.

7. Apportionment

The net annual costs of providing the service shall be apportioned among the participants in the following manner:

- a. 50% on the basis of population as determined by Statistics Canada’s most recent census data;
- b. 50% on the basis of converted land and improvements.

Read a first time this 11th day of September , 2019.

Read a second time this 11th day of September , 2019.

Read a third time this 11th day of September , 2019.

I hereby certify this document to be
a true copy of Bylaw E1062, *West Coast
Transit Service Area Establishment, 2019*
as read a third time on September 11, 2019.

Dated this 11th day of September, 2019.



Wendy Thomson,
Manager of Administrative Services

Approved by the Inspector of Municipalities this 3rd day of October , 2019.

Assented to by the Electors this 3rd day of December , 2019.

Adopted this 11th day of December , 2019.

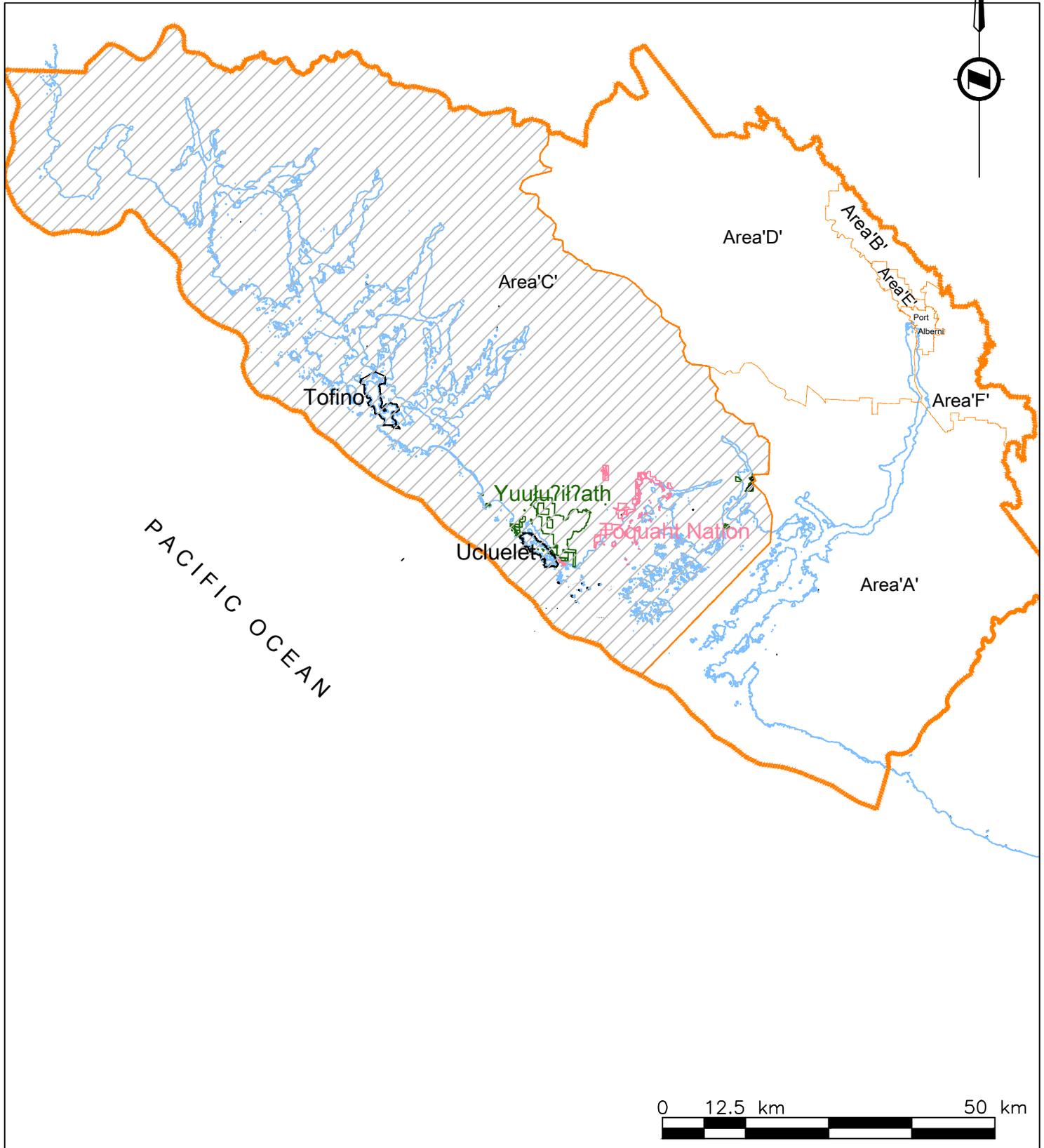


John Jack,
Chairperson



Wendy Thomson,
General Manager of Administrative Services

Bylaw E1062 Schedule 'A'



West Coast Public Transportation Service Area - Electoral Area 'C', District of Tofino, District of Ucluelet, Toquaht Nation and Yuułu?i?ath Tribe Government.



ALBERNI-CLAYOQUOT
REGIONAL DISTRICT



West Coast Transit

Budget Highlights

This new transit service on the West Coast was planned to be implemented in 2021 and has been delayed to an estimated start of late spring or summer 2022. Key steps will be completed in 2021 to determine the size of buses to be used in the service, establishment of a local operator for the service, routes and schedules as well as develop the infrastructure plan including bus stops, benches and/or shelters. There was a significant surplus in this service in 2020, as a result of the pandemic, nevertheless staff recommend the development of a 'Rate Stabilization' or 'Operating' reserve instead of reducing the requisition in 2021 that would be followed by a sharp tax increase in 2022.

Financial Summary

2020 Requisition	2021 Requisition	Change \$	Change %
\$111,000	\$111,000	\$0	0.00%

The requisition limit for this service is \$0.294 per \$1,000 of assessed value. The estimated requisition maximum for 2021 is \$621,297.

Overview

This is a newly established fixed route transit service that will serve communities between Ucluelet and Tofino, including the community of Hitacu. The service is scheduled to start operation in 2021/22.

Legislation

This service was established with Bylaw No. E1062 on December 11, 2019.

Participants

District of Tofino, District of Ucluelet, Yuułuʔiłʔatḥ, Toquaht, and Electoral Area C



Service	Account Type	GLCategory	2020 Actual	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Budget
136 - West Coast Transit	Revenues	103 - Conditional Grant	\$2,211			\$267,000	\$457,000	\$461,570	\$466,186
		124 - Fees & Charges				\$93,000	\$161,000	\$162,610	\$164,236
		126 - Surplus (Deficit) from Prior Years			\$106,461				
		127 - Tax Requisition	\$110,772	\$111,000	\$111,000	\$319,039	\$499,416	\$504,724	\$510,092
		130 - Unconditional Grant	\$354						
		135 - Transfer from Stabilization Reserve				\$84,761			
		Total	\$113,337	\$111,000	\$217,461	\$763,800	\$1,117,416	\$1,128,904	\$1,140,514
	Expenses	247 - Labour & Benefits	\$6,000	\$6,000	\$28,300	\$30,800	\$31,416	\$32,044	\$32,685
		257 - Operating Costs	\$876	\$5,000	\$5,000	\$633,000	\$1,086,000	\$1,096,860	\$1,107,829
		269 - Operational Planning		\$100,000	\$100,000	\$100,000			
		290 - Contribution to Stabilization Reserve			\$84,161				
		Total	\$6,876	\$111,000	\$217,461	\$763,800	\$1,117,416	\$1,128,904	\$1,140,514



WEST COAST TRANSIT	2020 Actual	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Budget
STABILIZATION RESERVE							
Balance, beginning of year	\$ -	\$ -	\$ -	\$ 84,461	\$ -	\$ -	\$ -
Contribution from operating budget	-	-	84,161	-	-	-	-
Interest earnings	-	-	300	300	-	-	-
Transfer to operating budget	-	-	-	84,761	-	-	-
BALANCE, END OF YEAR	\$ -	\$ -	\$ 84,461	\$ -	\$ -	\$ -	\$ -