AGENDA

1. CALL MEETING TO ORDER
   1.1 Acknowledgement that the District of Tofino operates within the territory of the Tla-o-qui-aht First Nation.
   1.2 Notice to attendees that the meeting is being video recorded and will be published on the District of Tofino's YouTube channel.

2. ADOPTION OF AGENDA

3. ADOPTION OF MINUTES

4. PUBLIC COMMENT ON AGENDA ITEMS

5. MAYOR'S REPORT

6. DELEGATIONS

7. CORRESPONDENCE
   7.1 Correspondence from Hon. Selina Robinson, Minister of Municipal Affairs and Housing regarding 2019 UBCM Follow Up
       2019-12-11 MAH Minister re. UBCM Convention Follow Up
   15 - 16
   7.2 Correspondence from BC Achievement Community Award regarding Call for Nominations - Deadline January 31, 2020
       2019-12-11 BC Achievement Awards - Call for Nominations
   17 - 21
   7.3 Correspondence from Ucluelet Secondary School Students regarding Requests to Mayor and Council
       2019-12-12 USS Letters
   22
   7.4 2020 Federation of Canadian Municipalities Annual Conference and Trade Show - Toronto, ON, June 4–7, 2020
       FCM - 2020 Annual Conference and Trade Show
   23 - 40
   7.5 Correspondence from Clayoquot Biosphere Trust regarding "Higher Learning Initiative" Funding
       2019-12-19 CBT Report on DoT 2017 Funding
   41 - 44
   7.6 Correspondence from Surfrider Pacific Rim regarding "Cut the Cutlery & Forget the Foam" Campaign
       2020-01-06 Surfrider re. Cut the Cutlery & Forget the Foam Campaign
8. PRESENTATIONS AND REPORTS

8.1 2020-2024 Financial Plan Public Consultation (Report from Financial Services)

**Recommendation:** THAT the staff report titled “2020-2024 Financial Plan Public Consultation,” dated January 14, 2020, be received for information.

2020-01-14 RTC 2020-2024 Financial Plan Public Consultation

2020-01-14 RTC 2020-2024 Financial Plan Public Consultation- Appendix 1

8.2 Housing Agreement Bylaw - Meares Vista Inn - 760 Campbell Street (Report from Community Sustainability)

**Recommendation:** THAT “District of Tofino Housing Agreement Bylaw No. 1276, 2020” be introduced and read a first, second, and third time.

2020-01-14 RTC-HA-Meares Vista 760 Campbell Street 1,2,3

2020-01-14 RTC-HA-Meares Vista 760 Campbell Street 1,2,3 - Appendix 1

2020-01-14 RTC-HA-Meares Vista 760 Campbell Street 1,2,3 - Appendix 2

8.3 Municipal Alcohol Policy Development (Report from Corporate Services)

**Recommendation:** THAT the report titled “Municipal Alcohol Policy Development” dated January 14, 2020, be received for information.

2020-01-14 RTC - MAP Development

9. BYLAWS

9.1 District of Tofino Housing Agreement Bylaw No. 1275, 2019 for Adoption (Tofino Housing Corporation - 700 Sharp Road)

**Recommendation:** THAT "District of Tofino Housing Agreement Bylaw No. 1275, 2019" be adopted.

District of Tofino Housing Agreement Bylaw No. 1275, 2019 (THC)

10. BUSINESS INITIATED BY COUNCIL MEMBERS

10.1 Committee and External Appointment Verbal Reports from Council Members

10.2 Notice of Motion from Councillor Chalmers and Mayor Osborne regarding Council Grants and Neighbourhood Emergency Preparedness Planning

**Recommendation:** THAT the 2020 Tofino Council Grants be capped at $20,000 and limited to one application of up to $2,000 per eligible organization, and that $5,000 be reserved for a new Neighbourhood Emergency Preparedness Grant program.

**Recommendation:** THAT staff be directed to prepare a policy for Council’s consideration for Neighbourhood Emergency Preparedness Grants, the first of which is to be disbursed by Fall 2020.

2020-01-14 NoM - Council Grants-Emergency Preparedness (Osborne and Chalmers)
10.3 Notice of Motion from Mayor Osborne regarding Child Care Space Creation

**Recommendation:** THAT Tofino Council write the Minister of Children and Families and the Minister of State for Childcare to provide a brief summary of findings for the West Coast from the ACRD’s 2019 Child Care Needs Assessment and to request that the provincial government expedite the implementation of universal child care.

**Recommendation:** THAT staff be directed to initiate dialogue with School District 70 staff regarding opportunities for childcare space creation on school district lands, and report back to Council.

**Recommendation:** THAT staff be directed to bring forward amendments to “District of Tofino Zoning Bylaw No. 770, 1997” to update definitions of licenced childcare uses that are permitted to be operated in personal residences to achieve consistency with the Community Care and Assisted Living Act and Child Care Licensing Regulation.

**Recommendation:** THAT staff be directed to report back to Council on options to amend “District of Tofino Zoning Bylaw No. 770, 1997” to add commercial child care as a permitted use in certain zones, such as some P-Zones and C-Zones.

**Recommendation:** THAT Tofino Council request that the Alberni-Clayoquot Regional District lead the development of a regional or sub-regional committee or task force, through an existing committee such as the Alberni-Clayoquot Health Network if necessary, to explore the recommendations in the ACRD’s 2019 Child Care Needs Assessment and report back to the region’s local governments and First Nations as appropriate.

2020-01-14 NoM - Childcare Space Creation (Mayor Osborne)

11. UNFINISHED BUSINESS

12. QUESTION PERIOD

13. CLOSED SESSION

13.1 **Recommendation:** THAT the meeting be closed to the public pursuant to sections 90(1)(a)(c) of the Community Charter to discuss matters relating to:

- personal information about an individual who holds or is being considered for a position as an officer, employee or agent
- employee relations

14. RECONVENE FROM CLOSED SESSION

15. ADJOURNMENT
REGULAR MEETING
DISTRICT OF TOFINO COUNCIL

December 10, 2019 at 10:00 AM
Council Chamber

MINUTES

PRESENT:  Mayor J. Osborne
          Councillors Anderson, Chalmers, Law, McQuade, McMaster, Stere
          Robert MacPherson, Chief Administrative Officer
          Nyla Attiana, Director of Financial Services
          Elyse Goatcher-Bergmann, Manager of Corporate Services
          Aaron Rodgers, Manager of Community Sustainability
          April Froment, Manager of Public Spaces, Cultural and Visitor Initiatives
          Peter Thicke, Planner
          Jaime Larsen, Confidential Secretary
          Press, Public

ABSENT COUNCILLOR:  None

1. CALL MEETING TO ORDER

   Mayor Osborne called the meeting to order at 10:00 a.m. and recognized that Council's
   business was being conducted on the territory of the Tla-o-qui-aht First Nation.

2. ADOPTION OF AGENDA

   Resolution No. 470/19
   THAT the December 10, 2019 regular Council meeting agenda be adopted.
   CARRIED UNANIMOUSLY

3. ADOPTION OF MINUTES

   Councillor McQuade joined the meeting at 10:01 a.m.

   3.1 Minutes of the Regular Council Meeting held November 26, 2019

   Resolution No. 471/19
   THAT the minutes of the regular Council meeting held November 26, 2019 be adopted.
   CARRIED UNANIMOUSLY

4. PUBLIC COMMENT ON AGENDA ITEMS

   None.
5. MAYOR’S REPORT

Mayor Osborne congratulated Duane Bell on being awarded the Tofino Volunteer Fire Department’s ‘2019 Fire Fighter of the Year Award,’ and spoke to Mr. Bell’s spirit of camaraderie and dedication to the Department. The Mayor extended a thank you to all the Tofino Volunteer Fire Department firefighters for their contribution and commitment to the community.

On behalf of Council, the Mayor also thanked District of Tofino staff for their service and hard work throughout the year.

6. DELEGATIONS

6.1 Delegation from Chris Lowther and Dr. Helen Mavoa, Tofino Poet Laureate Working Group, regarding Celebrating Tofino’s Inaugural Poet Laureate and Planning for the Future

Dr. Helen Mavoa delivered a presentation on behalf of the Tofino Poet Laureate working group regarding the inaugural Tofino Poet Laureate term. The presentation included:

- highlights of Poet Laureate events
- program alignment with Tofino Arts, Culture and Heritage Action Plan
- funding structure and long term fundraising plan
- request for further funding and administrative support from District of Tofino

Resolution No. 472/19
THAT the request from the Tofino Poet Laureate Working Group for further funding and administrative support be referred to the budget process, and that the request come back to Council for early consideration.

CARRIED UNANIMOUSLY

The delegation from Bob Hansen, WildSafeBC Pacific Rim Coordinator, was received by Council following item 8.1 [Development Variance Permit Application for 1237 Howard Drive].

6.2 Delegation from Bob Hansen, WildSafeBC Pacific Rim Coordinator, regarding Overview of 2019 WildSafeBC Program and Wildlife Activity

Bob Hansen, WildSafeBC Pacific Rim Coordinator, delivered a presentation regarding the 2019 Pacific Rim WildSafeBC Program. The presentation included:

- background
- community collaborations
- overview of 2019 wildlife activity
- regional education and outreach initiatives

Resolution No. 473/19
THAT the maximum presentation time for the “Delegation from Bob Hansen, WildSafeBC Pacific Rim Coordinator, regarding Overview of 2019 WildSafeBC Program and Wildlife Activity” be extended beyond 10 minutes.

CARRIED UNANIMOUSLY

7. CORRESPONDENCE

7.1 Correspondence from S. Malcolmson, MLA, Nanaimo, Parliamentary Secretary for Environment regarding Marine Special Advisor Fall 2019 Progress Report
7.2 Correspondence from J. Rice, MLA, North Coast, Parliamentary Secretary for Emergency Preparedness regarding Provincial Tsunami Smart Program

Resolution No. 474/19
THAT staff be directed to write a letter of response to the Parliamentary Secretary for Emergency Preparedness, Jennifer Rice, reiterating the District of Tofino's recommendations regarding emergency preparedness and the Provincial Tsunami Smart Program.

CARRIED UNANIMOUSLY

8. PRESENTATIONS AND REPORTS

Councillor McMaster declared a conflict of interest due to the proximity of his personal property to the subject property and to a personal relationship with the applicant, and left the meeting at 10:25 a.m.

8.1 Development Variance Permit - Purdy - 1237 Howard Drive (Report from Community Sustainability)

Peter Thicke, Planner, delivered a presentation regarding a Development Variance Permit application for the property at 1237 Howard Drive. The presentation included:
- overview of proposal
- location and site details
- OCP and V2A Policy criteria considerations
- summary of public comment received

Resolution No. 475/19
THAT the application for Development Variance Permit No. 13-19 be denied.

CARRIED UNANIMOUSLY

Councillor McMaster returned to the meeting at 10:37 a.m.

By unanimous consent, Council returned to item 6.2 and received the delegation from Bob Hansen, WildSafeBC Pacific Rim Coordinator.

8.2 Zoning Amendment Application - MacKenzie Beach Resort Ltd. - 1101 Pacific Rim Hwy (Report from Community Sustainability)

Peter Thicke, Planner, delivered a presentation regarding a zoning amendment application for the property at 1101 Pacific Rim Highway. The presentation included:
- background
- location, site, and zoning details
- summary of proposed amendment
- V2A, OCP, and land use considerations
- next steps

Resolution No. 476/19
THAT “District of Tofino Zoning Amendment Bylaw No. 1273, 2019” be introduced and read a first time.

CARRIED UNANIMOUSLY

By unanimous consent, Council recessed from 11:44 a.m. to 11:48 a.m.
8.3 Zoning Amendment Application - Tofino Brewing Company - 691 Industrial Way (Report from Community Sustainability)

Peter Thicke, Planner, delivered a presentation regarding a zoning amendment application for the property at 691 Industrial Way. The presentation included:
- background
- location and site details
- summary of proposed amendment
- V2A, OCP, and Industrial Way Review considerations
- next steps

Resolution No. 477/19
THAT "District of Tofino Zoning Amendment Bylaw No. 1274, 2019" be introduced and read a first time.

CARRIED UNANIMOUSLY

8.4 Housing Agreement Bylaw - Tofino Housing Corporation - 700 Sharp Road (Report from Community Sustainability)

Peter Thicke, Planner, delivered a presentation regarding a proposed Housing Agreement Bylaw that would allow the District of Tofino to enter into a Housing Agreement related to the affordable housing development at 700 Sharp Road. Thicke highlighted information requested by Council regarding tenancy screening procedures and Qualified Tenant qualifications. The presentation included:
- background
- Affordable Housing Needs Assessment considerations
- highlights of Housing Agreement terms and conditions
- next steps

Resolution No. 478/19
THAT "District of Tofino Housing Agreement Bylaw No. 1275, 2019" be read a first, second, and third time.

CARRIED UNANIMOUSLY

8.5 Maquinna Hotel (Hooks) - 120 First Street - DP 04-19 Amendment (Report from Community Sustainability)

Peter Thicke, Planner, delivered a presentation regarding a proposed amendment to Development Permit 04-19 for the property at 120 First Street. The presentation included:
- background
- summary of proposed amendment
- site and location details

Resolution No. 479/19
THAT staff be directed to issue amended Development Permit 04-19.

CARRIED UNANIMOUSLY

8.6 2020 Council Member Appointments (Report from Corporate Services)
Resolution No. 480/19
THAT Councillor Law be appointed as an alternate to the Community Economic Development Advisory Committee for a term ending the earliest of:
1) Council appoints another Council member;
2) The Council member ceases to hold office;
3) The date of the inaugural meeting in the year of a general local election.
CARRIED UNANIMOUSLY

Resolution No. 481/19
THAT Councillor Law be appointed as an alternate to the Design Review Panel for a term ending the earliest of:
1) Council appoints another Council member;
2) The Council member ceases to hold office;
3) The date of the inaugural meeting in the year of a general local election.
CARRIED UNANIMOUSLY

Resolution No. 482/19
THAT the Council member appointment to the Tourism Tofino Board of Directors be postponed to a future meeting in 2020.
CARRIED UNANIMOUSLY

Resolution No. 483/19
THAT Councillor McMaster be appointed as trustee and Councillor McQuade be appointed as alternate to the Vancouver Island Regional Library Board of Trustees beginning January 1, 2020, for a term ending earliest of:
1) Council appoints another Council member;
2) The Council member ceases to hold office;
3) The Council member is removed for cause as provided under the Library Act;
CARRIED UNANIMOUSLY

Resolution No. 484/19
THAT staff be directed to consult with members and conduct a review of the Community Economic Development Advisory Committee and the Tofino Recreation Commission to determine alignment with District goals as expressed in corporate planning documents including Council’s Strategic Plan.
CARRIED UNANIMOUSLY

Resolution No. 485/19
THAT Councillor Chalmers be appointed to the Emergency Program Executive Committee for a term ending the earliest of:
1) Council appoints another Council member;
2) The Council member ceases to hold office;
3) The date of the inaugural meeting in the year of a general local election.
CARRIED UNANIMOUSLY

8.7 Committee of the Whole
Resolution No. 486/19  
THAT the minutes of the Committee of the Whole meeting held December 2, 2019 be received.  
CARRIED UNANIMOUSLY

Resolution No. 487/19  
THAT staff be authorized to continue to pursue Value Engineering items identified in the report titled “Wastewater Treatment and Conveyance Project – Update” dated November 26, 2019.  
CARRIED UNANIMOUSLY

Resolution No. 488/19  
THAT staff be authorized to undertake a prequalification and tender process as soon as practicable for the construction of the Wastewater Treatment Plant and Conveyance System upgrades.  
CARRIED UNANIMOUSLY

Resolution No. 489/19  
THAT staff be directed to focus a Municipal Alcohol Policy on public health and safety considerations for events on municipal property.  
CARRIED UNANIMOUSLY

8.8 Design Review Panel

Resolution No. 490/19  
THAT the minutes of the Design Review Panel meeting held November 19, 2019 be received.  
CARRIED UNANIMOUSLY

8.9 Emergency Program Executive Committee

Resolution No. 491/19  
THAT the minutes of the Emergency Program Executive Committee meeting held November 25, 2019 be received.  
CARRIED UNANIMOUSLY

Resolution No. 492/19  
THAT the minutes of the Emergency Program Executive Committee meeting held November 29, 2019 be received.  
CARRIED UNANIMOUSLY

8.10 Volunteer Recognition Committee

Resolution No. 493/19  
THAT the minutes of the Volunteer Recognition Committee meeting held November 22, 2019 be received.  
CARRIED UNANIMOUSLY

9. BYLAWS

9.1 District of Tofino Building Bylaw Amendment No. 1256.01, 2019 for Adoption

Resolution No. 494/19  
THAT “District of Tofino Building Bylaw Amendment No. 1256.01, 2019” be adopted.
10. BUSINESS INITIATED BY COUNCIL MEMBERS

10.1 Council Town Hall held December 3, 2019 - Verbal Reports from All Councillors

All Council members provided a summary of highlights from the Town Hall held December 3, 2019, including a reflection on the roundtable format and an overview of public feedback received.

Councillor Law left the meeting at 12:54 p.m. and returned at 12:56 p.m.

10.2 Coastal Agriculture Roundtable Update - Verbal Report from Councillors Anderson and McQuade

Councillor McQuade delivered a verbal update on the Coastal Agriculture Roundtable held November 13, 2019, which included highlights from the event, project deliverables, and the potential role of the municipality in facilitating future projects.

10.3 Vancouver Island Regional Library Update - Verbal Report from Councillor McMaster

Councillor McMaster delivered a verbal update on activities of the Vancouver Island Regional Library (VIRL) Board, including challenges with access to digital content, proposed improvements to the VIRL Scorecard, and preliminary plans to develop a new library facility in Tofino.

10.4 Alberni-Clayoquot Regional District Update - Verbal Report from Mayor Osborne

Mayor Osborne delivered a verbal update on regional programs and services being conducted by the Alberni-Clayoquot Regional District (ACRD), and highlights from the November, 2019 ACRD Board meetings.

The Mayor expressed interest in providing a regularly scheduled monthly update on activities of the ACRD.

11. UNFINISHED BUSINESS

11.1 Correspondence from Association of Vancouver Island and Coastal Communities regarding Call for Nominations for Executive Committee and Resolutions Process for 2020 AGM and Convention (Postponed from the Council meeting held November 26, 2019)

Mayor Osborne provided verbal notice of her intention to bring forward resolutions regarding municipal revenue sources to submit to the Association of Vancouver Island and Coastal Communities.

12. QUESTION PERIOD

12.1 Andrew Bailey, Westerly News, asked questions regarding plans for the ACRD to record future board meetings, and spoke to challenges for West Coast communities in accessing regional district information.

13. CLOSED SESSION
Resolution No. 495/19
THAT the meeting be closed to the public pursuant to sections 90(1)(a)(b)(c) and (n) of the Community Charter to discuss matters relating to:
- personal information about an individual who holds or is being considered for a position as an officer, employee or agent
- personal information about an identifiable individual who is being considered for a municipal award;
- employee relations; and
- consideration of whether a item should be closed to the public under a provision of the Act.

CARRIED UNANIMOUSLY

14. RECONVENE FROM CLOSED SESSION

Resolution No. 506/19
THAT Council rise from the closed session with report on items 3.2, 3.3, 3.4, 3.5 and 3.7 and return to the open meeting.

Item 3.2 - Resolution No. IC-499/19
THAT the Mayor's appointment of John Forde to the Volunteer Recognition Committee for the term ending December 31, 2021, be received.

Item 3.3 - Resolution No. IC-500/19
THAT appointments to the Community Economic Development Advisory Committee be deferred until after a review of the Committee's terms of reference.

Item 3.4 - Resolution No. IC-501/19
THAT C. Dennis, E. Ventura, A. Grieg, and D. Phillips be appointed to the Tofino Recreation Commission for terms ending December 31, 2021.

Item 3.5 - Resolution No. IC-502/19, IC-503/19, and IC-504/19

No. IC-502/19 - THAT Delores Baswick be appointed as an Artist Representative to the Public Art Advisory Committee for a term ending December 31, 2020.

No. IC-503/19 - THAT Claire Watson be appointed as an Artist Representative to the Public Art Advisory Committee for a term ending December 31, 2021.

No. IC-504/19 - THAT Dario Phillips be appointed as a Community Representative to the Public Art Advisory Committee for a term ending December 31, 2021.

Item 3.7 - Resolution No. IC-505/19
THAT closed meeting resolution IC-31/19 be released in an open meeting.

No. IC-31/19 - THAT the 2019 Financial Disclosures from the Corporate Officer/CAO, Chief Financial Officer, and Deputy Corporate Officer be received.

CARRIED UNANIMOUSLY

15. ADJOURNMENT

Resolution No. 507/19
THAT the December 10, 2019 regular Council meeting be adjourned at 1:49 p.m.
CARRIED UNANIMOUSLY

CERTIFIED CORRECT:

Josie Osborne, Mayor

Robert MacPherson, Corporate Officer
DEC 1 1 2019

Ref: 249671

Her Worship Mayor Josie Osborne
and Members of Council
District of Tofino
Box 9
Tofino BC V0R 2Z0

Dear Mayor Osborne and Councillors:

Thank you for your delegation for meeting with me at the 2019 Union of British Columbia Municipalities (UBCM) Annual Convention. I am always pleased to have the chance to meet directly with elected representatives from communities throughout the province.

Our government is committed to partnering with local governments to serve the people of B.C. and build vibrant and healthy communities that are socially, economically and environmentally resilient.

I appreciated our discussion and hearing more about your community. Once again, I want to congratulate Tofino on the successful application for funding from the Investing in Canada Infrastructure Program (ICIP) towards the Secondary Wastewater Treatment and Systems Upgrade Project.

As I announced at Convention, the Province of British Columbia is partnering with the federal government on ICIP and opened a second application intake for the Green Infrastructure – Environmental Quality Program on October 30, 2019. For more details please see the program website: www.gov.bc.ca/Investing-in-Canada-Infrastructure-Program. Ministry staff are pleased to provide advice on what is looked for in a successful application. Please contact Brian Bedford, Director, Infrastructure and Engineering, Local Government Division, by telephone at: 778 698-3232, or by email at: Brian.Bedford@gov.bc.ca.

At our meeting, we also talked about opportunities for alternate forms of municipal revenue and the potential for municipalities to collect taxes from online hotel booking platforms. We discussed the split classification of short-term rentals to address the tax fairness issue in your community. I understand that some other jurisdictions (American cities) are taxing some short-term rentals at a commercial rate. As you are aware, the Province is partnering with UBCM on the establishment of an advisory committee to examine the issue of short-term rentals more closely. This work is beginning now and if you would like further information on the process, please contact either UBCM staff or Gord Enemark, Acting Executive Director, Housing Policy Branch, Office of Housing and Construction Standards, by telephone at: 250 217-6130, or by email at: Gord.Enemark@gov.bc.ca.

.../2
Her Worship Mayor Josie Osborne
and Members of Council
Page 2

Thank you, again, to your delegation for taking the time to meet.

Sincerely,

Selina Robinson
Minister

Enclosure

pc:  Gord Enemark, Acting Executive Director, Housing Policy Branch
     Brian Bedford, Director, Infrastructure and Engineering
Deadline for nominations: January 31, 2020

Do you know an outstanding British Columbian?

Celebrating the spirit, imagination, dedication, and outstanding contributions of British Columbians to their communities.

Nominate a deserving individual who raises the quality and character of your community for the 17th annual BC Achievement Community Award. Nomination forms are online at bcachievement.com

Elevate excellence, share success and inspire change.
Cultural hero, spirited,
undaunted, fearless, bold
Raising our awareness to
a higher understanding
- Robert Davidson
Hello Josie,

Thank-you so much for your and Andrea’s visit. What an awesome opportunity to learn! Here are our formal e-mails from the Tofino students for you to review in council:

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Dear Josie Osborne,

Thank you so much for coming all the way up to Ucluelet to talk to our class about what you do and what some future plans are for the community. The whole class and I really appreciated it. After the discussion I had some time to think about what I would like to see in my community moving forward. Something that I would love to see be built in Tofino is an indoor Basketball Court. I don’t know if this is possible but it would be awesome if it could happen. Thanks for your time, hope you have a great rest of your day.

Sincerely, Tylan Ryan

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Dear Ms. Osborne, Ms. McQuade,

I would first like to thank you two for coming to my socials 8 class to talk to us. I have been thinking, and I have some ideas and suggestions for Tofino, Ty-Histanis, and Esowista.

Tofino
• A public pool
• Transportation between Tofino and Ucluelet
• Wider, safer sidewalks/bike paths
• Indoor recreation for teens
• A vet

Ty-Histanis and Esowista
• A baseball diamond
• Solar powered street lights
• Indoor recreation for teens
• A skate park or a better basketball court

Thank you so much for taking time to listen to the ideas my class shared. If I think of anything else, I will send you another email.

Kindest regards, Paige Mallette
Dear Ms. Osborne & Ms. McQuade,

I thought I would like to suggest some improvements to put around Tofino, Ty-Histanis and Esowista, but I would also like to thank you both for taking time out of your day to come and meet with us. Here are some thoughts for around Tofino and Ty-Histanis:

Ty-Histanis/Esowista:
• Better street lights, maybe solar powered lights
• Baseball field
• Better basketball court
• Skatepark
• Water fountain at the basketball court

Tofino:
• Street lights at Gibson heights
• Street lights at the skatepark.
• Indoor pool
• Transportation system

I still really appreciate the time and energy you both put into our town to make Tofino a great place for locals and tourists.

Sincerely, Georgia Atleo

Hello Ms. Osborne and Ms. McQuade,

Thank you for taking time out of your day to read this email. One of my ideas to change or put in Tofino is a Tim Hortons. I know its a branch and popular company, but that is one of the reasons why we should have one. Another reason is it would make so many people happy in the morning like teens, parents and seniors.

Thank you for reading this email about my two reasons why we should have a Tim Hortons.

Sincerely, Andreas Hughes

Dear Mayor Osborne and Ms. McQuade,

Thank you for coming to the school and talking to us. We would like to contribute to the community by sharing an idea that we think would improve Tofino. We would like to have the bike path less bumpy because a lot of us have fallen while going over the roots and cracks on the path.

Thank you for your time,
Ella
Dear Ms. Osborne and Ms. McQuade,

Thank-you for sharing your precious time out of your day with our class to teach us about the importance of government. We appreciated it very much.

As a class we came up with a few ideas to help contribute to our amazing community to make it a better place, so we thought we would share them for you. In Tofino we need bigger, smoother side walks and bike paths.
Me and my friends use the bike paths all the time and most of them are cracked, to small or have huge roots sticking out of them, making it hard to bike or walk. I do know this project might take a little while but in the end it will improve Tofino a lot!

Please take my ideas into consideration and thank you for your time.

Sincerely,
Ruby Forde

Dear Josie and council members,

Thank you very much for your time and consideration of our school’s ideas and suggestions. I hope that some of my ideas will help our community in many different ways. My first suggestion would be to put solar paneled lights on the bike paths. These lights could be on top of a block of wood just under a meter tall, making sure that bikers will be able to see the path in front of them as well as a little behind, so that bikers aren’t blinded by the lights. To prevent light pollution and further damages to our environment, these lights could be motion trigger, as in when you come out of your driveway, the first light will activate the next lights with a thirty second time period in-between. We need these lights for our safety, considering the chances or times people have gone off the path and into the wet, rocky ditches or bushes. My second suggestion is more focused on what my peers and I think we should try and keep the same in our speedily growing town. We all agree that we need as many trees as possible in our small town and we should fight any big developments. These trees not only provide us with oxygen and protection from unforgiving storms, they attract the tourists looking to escape the city and come to our small town.

Thank you for everything,

Kayla Blake
Dear Josie and other councilor members,

Thank you so much for coming all the way to our school to listen to our ideas and proposals to help our town evolve. I have many suggestions to help make our community a better place, but first of all I love the natural environment that you foster. It would be spectacular if you could take out the many roots that continue to grow up from under the cement of the M.U.P. My reasoning is that when people are biking and not paying close attention and hit a bump, they will go flying. Its even more likely if its dark and the people can't see. I know first hand that our bike path is unsafe, because me, my friends, and my family, have by far taken our beatings, most of them regarding those nasty bumps. I believe that even though they are a small problem, they make a big impact for our town, citizens, and tourists. I understand the possible harm to the trees, but if you do it carefully, I'm sure the trees, and our town will be even happier than before.

Thank you so much for your time,

Chloe Platenius

Dear Mayor Osborne and Ms. Mc Quade,

Thank you for taking the time out of your day to teach us the importance of government. I learn a lot and I enjoyed the interactive aspect.

I love seeing our town moving forwards for the greater good. I would like to contribute to our town by sharing some ideas. One of my suggestions is to put transit between Tofino and Ucluelet. I feel this will be a good investment for practical reasons and it will help bring the communities together. Another idea would be to provide a safe indoor space for teenagers. During the winter it gets cold and wet and people need something to do. It will benefit teenagers. It allows them to bond and socialize with other youth.

I am grateful for your time and consideration.

With thanks,
Sophia Rodgers
Dear Ms. Osborne and Ms. McQuade

Thank you for visiting our grade 8 class room and teaching us about municipal government. I learned a lot and I have a few ideas for the bike path going from in town to the Tofino info centre.

My first suggestion is there should be lights on the bike path so people who live farther from town feel safer biking in the dark. The lights should run on green energy by being solar powered or set up on a motion sensor to prevent energy waste. My second suggestion is to repave the bike path to cover up tree roots that are making bumps in the path that can be dangerous.

Thank you for listening and it was a privilege to write to you.

Sincerely,

Matylda Rodgers
Annual Conference and Trade Show

- Program
- Trade show
- Registration
- Plan your trip
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December 19, 2019

121 Third Street
PO Box 9
Tofino, BC
V0R 2Z0

Re: Support for Higher Learning Initiative

Dear Mayor and Council,

I am writing to report on the $10,000 contribution provided by the District of Tofino to support the Outdoor Education Program development component of the Clayoquot Biosphere Trust “Higher Learning Initiative” (Resolution # 51/17 passed by council February 7, 2017). The development of an Outdoor Education Semester for Ucluelet Secondary School students will provide opportunity for youth of the Clayoquot Biosphere Region to develop leadership skills and obtain the training and certifications needed to gain local employment in adventure tourism, and therefore removing the barrier to local youth entering this local labour market as identified by a CBT Youth Career Survey in 2015.

With the support provided from the District of Tofino, and facilitated by our West Coast NEST program, we were able to conduct a program feasibility assessment, conduct a local Adventure Tourism Employer Survey Report, and provide support to the development of the Outdoor Education Semester. The reports are attached for your reference.

Thank you for your continued support for our initiatives and the development of regional education programs. We are excited to see the pilot program launch in the new year and to continue the work of the Higher Learning Initiative, which has evolved to be known as the West Coast N.E.S.T. (westcoastnest.org).

Sincerely,

Rebecca Hurwitz
Executive Director
Following is a brief summary of outreach and research completed:

- **Research relevant high school outdoor education program delivery models that are financially self-supporting including SD 69 ROAMS program**
  - I have found 10 outdoor education semester and/or year-long programs in public school districts across BC. Please see the included spreadsheet for a brief summary of and website link to each program.

- **Raise awareness of project via attendance at PAC meetings and Westerly News article**
  - I have written an article for the Westerly News and an expanded version of that article for Tofino Time. I attended the first USS PAC meeting of the year, which brought a very positive response.

- **Meet with key community contacts i.e. FN education coordinators in communities to collect input on community linkages, funding potential, transportation partnerships**
  - **FN Coordinators:** I met with Suzanne Williams at UFN and Iris Frank at TFN who are both very excited about the prospect. They both see many synergies with the two nations and are excited to work together on a feasibility study. Iris attended an outdoor education high school program in Port Alberni (which is no longer offered) and she attributed this program to much of her personal growth and development.
  - **Community Linkages:** Many discussed, needs to be formalized in a feasibility study.
  - **Funding Potential / Transportation Partnerships:** I haven’t formally explored funding potential or transportation partnerships. There has been some talk between SD70 and Carol Sedgwick of using international students as a means to fund the program. I’m skeptical of this model because it could complicate an already complicated program, however it may be a viable option. My relatively uneducated thought is that the program would be best served to be self-sufficient on SD70 funding based on FTE credit courses. I believe this would be possible; more research needs to be done to support my belief.

- **Meet with Carol Sedgewick to determine the scope, sequence, parameters and possible components of the program for USS**
  - I met with Carole and have had follow-up conversations and emails with her. She is very supportive of this concept. One intriguing thought she has is to run the program every other year – more research into other programs and the number of likely program applicants at USS will help determine if this is appropriate.

- **Meet with SD 70 superintendent to determine components of the business case and critical path for approval by SD 70**
  - Greg Smyth (SD 70 superintendent) did not return my call or emails after an initial email exchange while he was on holiday in the summer. I spoke with Gurmail Aujla (west coast SD 70 trustee) who said that the proper channel for communication with Greg is through the USS principal. I spoke with Carol about this and she feels as though Greg is well informed and supportive of the program. Carol will continue to keep Greg informed about the prospect and development of the program.

- **Meet with local businesses to determine employment needs and education linkages**
  - I had informal conversations with a number of business owners who are most excited about the possibility of hiring students and graduating students who have First Aid and other certifications. Attainable housing is the number one employment problem for business owners and they anticipate that local students and graduates would have less of a problem finding housing.
Adventure Tourism Employer Survey Report

Prepared to provide input for the development of an Outdoor Education Semester for Ucluelet Secondary School students

Nicole Gerbrandt

April 5, 2019
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**Project Summary**

The development of an Outdoor Education Semester for Ucluelet Secondary School students will provide opportunity for youth of the Clayoquot Biosphere Region to develop leadership skills and obtain the training and certifications needed to gain local employment in adventure tourism. This report summarizes recommended program content by local outdoor adventure tourism operators.

Local youth responding to a career survey in 2015 identified a strong interest in working for local tourism businesses, but also identified a lack of qualifications as a barrier to entering this local labour market (CBT 2015 Youth Career Survey). Filling seasonal tourism jobs with qualified local youth benefits employers and communities as a whole. Local employees are knowledgeable about our region’s cultures, history, geography, and ecology, are able to better answer questions about the region and local issues, have secure housing, and as community members, they are more likely to stay at a job throughout the season and return in future seasons. Additionally, hiring local youth reduces community stressors such as the influx of seasonal staff looking for housing, increased traffic, and use of other community services such as our health care system.

**Methodology and Analysis**

In order to seek input regarding the certifications, skills training and experiences to include in an Outdoor Education semester for students of Ucluelet Secondary School, an online survey was distributed to organizations and businesses offering marine and land-based adventure tours and lessons based out of Ucluelet and Tofino. Thirty-five surveys were submitted between February 22 – March 6, 2019. Surveys without a substantial number of completed responses and those completed by businesses which did not fit the description of services outlined above were excluded from analysis. One organization had two individuals complete the survey. In this case responses from only one of the surveys were included in the analysis, and responses from both surveys were included for free-form comment questions. The remaining 19 surveys are included in this summary, with one additional employer answering only the certificate section. Survey questions are in Appendix 1.

**Results**

*Business Profiles*

Asked to select all of the activities carried out by their business, the majority of respondents selected boat-operated wildlife viewing/destination tours or surfing rentals and lessons, followed by kayak tours, interpretive programs, then hiking/guided walks. Just over half of the respondents selected more than one activity. The number of businesses offering each activity is detailed in Figure 1.
Figure 1. Activities offered by the businesses which participated in the survey. The other activities offered by three businesses are zipline, culture, and eco-tours, hotel and restaurant, and accommodations.

The businesses surveyed hire a wide range in number of employees each season, from as few as one to as many as 50, with the median being seven people. The number of people hired each season by adventure businesses is summarized in Table 1. Figure 2 shows the number of people hired for each job activity.

Table 1. The number of people hired by local outdoor adventure businesses each season.

<table>
<thead>
<tr>
<th>Number of People Hired Each Season</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>7</td>
</tr>
<tr>
<td>6-10</td>
<td>7</td>
</tr>
<tr>
<td>11-15</td>
<td>4</td>
</tr>
<tr>
<td>16-20</td>
<td>1</td>
</tr>
<tr>
<td>Over 20</td>
<td>1</td>
</tr>
</tbody>
</table>
Figure 2. The number of people hired each season to work in positions leading a variety of outdoor adventure activities.

Certifications

Businesses were asked about whether a variety of certifications are required, preferred, or not needed by employees working in outdoor adventure positions. Over half of the businesses require their employees to have a First Aid certification, with 75% requiring or preferring a First Aid certificate (Figure 3.) The type of First Aid certification required is described in Table 2. Of the six businesses that selected ‘other’ First Aid certification, two listed certifications that are not First Aid (but are identified later in the survey), two expressed that they accepted a variety of First Aid certificates, and two required First Aid courses with different hours of training required for different jobs.
Figure 3. Businesses were asked if First Aid certification is required, preferred, or has no impact on the hiring of an employee to work in a position leading outdoor adventure activities. Some businesses specified that they require First Aid for people seeking positions such as marine guides, surf and SUP instructors.

Table 2. Number of employers that require or preferred each First Aid certificate.

<table>
<thead>
<tr>
<th>First Aid Course</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPR-C</td>
<td>5</td>
</tr>
<tr>
<td>Marine Basic First Aid</td>
<td>5</td>
</tr>
<tr>
<td>Occupational First Aid Level 1</td>
<td>2</td>
</tr>
<tr>
<td>Occupational First Aid Level 3</td>
<td>1</td>
</tr>
<tr>
<td>Wilderness First Aid</td>
<td>5</td>
</tr>
<tr>
<td>Other</td>
<td>6</td>
</tr>
</tbody>
</table>

Next, employers were asked to rank the relevance of a range of certifications as being required and/or preferred for all or some positions, or as having no impact on being hired. The results from 20 employers are summarized in Table 3.
Table 3. The relevance of a variety of certifications in being hired for local outdoor adventure tourism positions. Notes a – h are included below the Table.

<table>
<thead>
<tr>
<th>Certificate</th>
<th>Required for all staff</th>
<th>Preferred for all staff, not required</th>
<th>Not required, doesn’t impact hire</th>
<th>Don’t know</th>
<th>Required for certain positions</th>
<th>No answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pleasure Craft Operator Certificate (PCOC)</td>
<td>0</td>
<td>1</td>
<td>16</td>
<td>1</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Small Vessel Operator Proficiency (SVOP)</td>
<td>0</td>
<td>0</td>
<td>13</td>
<td>1</td>
<td>6a</td>
<td>0</td>
</tr>
<tr>
<td>Marine Emergency Duties A3 (MED A3)</td>
<td>1</td>
<td>0</td>
<td>13</td>
<td>1</td>
<td>5b</td>
<td>0</td>
</tr>
<tr>
<td>Restricted Operator Certificate Marine Radio Licence (ROCM)</td>
<td>3</td>
<td>4</td>
<td>7</td>
<td>1</td>
<td>5c</td>
<td>0</td>
</tr>
<tr>
<td>Level 1 Kayak Guide</td>
<td>2</td>
<td>1</td>
<td>12</td>
<td>1</td>
<td>3d</td>
<td>1</td>
</tr>
<tr>
<td>Beyond Level 1 Kayak Guide</td>
<td>0</td>
<td>0</td>
<td>15</td>
<td>1</td>
<td>3e</td>
<td>1</td>
</tr>
<tr>
<td>Stand-up Paddle Instructor</td>
<td>1</td>
<td>1</td>
<td>15</td>
<td>0</td>
<td>2f</td>
<td>1</td>
</tr>
<tr>
<td>Bronze Cross (Lifesaving)</td>
<td>4</td>
<td>0</td>
<td>10</td>
<td>1</td>
<td>4g</td>
<td>1</td>
</tr>
<tr>
<td>National Lifeguard Service (NLS)</td>
<td>0</td>
<td>5</td>
<td>13</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>WorldHost Customer Service Training</td>
<td>0</td>
<td>5</td>
<td>13</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Foodsafe</td>
<td>1</td>
<td>2</td>
<td>14</td>
<td>1</td>
<td>1h</td>
<td>1</td>
</tr>
<tr>
<td>WHMIS (workplace hazardous materials information system)</td>
<td>3</td>
<td>1</td>
<td>12</td>
<td>3</td>
<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>

a Six employers responded that SVOP is required for those seeking positions as skippers/marine guides.

b Five employers responded that Med A3 is required for those seeking positions as skippers/marine guides. Additionally, one employer included that all of their marine crew require Med A1/A2.

c Four employers responded that ROCM is required for those seeking positions as skippers/marine guides and one employer prefers all front end staff to have ROCM in addition to those seeking positions as skippers/marine guides.

d Three employers responded this is the training required to be a kayak guide, one of these employers highlighted that this is for day guide only.

e Three employers noted that Level 1 Kayak guide is for an entry position. One employer noted that AOG is required for their guides to exit the harbour, whereas Level 1 only is required for in the harbour.

f Two employers responded that it is required for those that will be SUP instructors. One required the minimum of an Advanced Flatwater Instructor certificate.

g Three employers responded that it is required by surf instructors, SUP instructors, guides, and one employer prefers that their kayak guides have Bronze Cross.

h One employer requires staff who work at the coffee bar to have Foodsafe.
Employers listed a variety of other certifications they require or prefer employees have, and certifications that they recommend including in an Outdoor Education semester. These are (in no particular order): a chainsaw course, Class 4 unrestricted driver’s licence (our future guides need to be able to drive the people they intend to take out to the location), rock climbing, knots, flora + fauna knowledge, working at heights, 60 GT Limited Masters Cert, Marine Emergencies Duties A2 (Med A2), ecology, natural and cultural history interpretation, sales training, barista training, Tofino Ambassador Program, Serving-it-Right, ISA surfing instruction certificates, customer service training, local knowledge of beaches, ocean swells, winds, forecasting, commercial bear viewing certification, and ACMG hiking certification.

**Soft Skills / Experiences**

Respondents were asked how important they think it is to include a variety of soft skills training opportunities and outdoor experiences as a part of the Outdoor Education Semester. The proportion of respondents ranking the importance of each opportunity is shown in Figure 4.

![Figure 4. Proportion of respondents ranking how important it is to include each of the following in the outdoor education semester.](chart)
Employers provided recommendations for other soft skills training opportunities and outdoor experiences to potentially include in the Outdoor Education semester including:

- Customer service skills, dealing with complaints and proactive customer service training, overall workplace etiquette;
- Engagement skills, how to connect with others, how to be helpful to others;
- Work ethics, discipline, self motivation, communication development;
- Kayak and boat handling;
- Knowledge of common local wildlife, training on how to work with international visitors;
- Leadership training, public speaking;
- Local wildlife (land and sea) - whales, bears, otters, seals, sea lions, birds;
- To help in all aspects of life (from home to work to management) a communications course would be great (conflict resolution, group management, etc). I feel the rock climbing, snow and mountain biking would be great ad-ons but not as pertinent to the west coast at the moment; and
- Sustainability issues, how to be a better beach-goer, trail user, carbon neutral citizen, ocean plastics issue, species at risk, how to model good behavior to visitors, respect for traditional knowledge and the ability to share this wisdom.

All respondents answered yes or maybe they would preferentially hire an employee that has completed a local high school Outdoor Education Semester (Figure 5).

Figure 5. Proportion of adventure tourism operators that would preferentially hire an employee who has completed a local high school outdoor education semester.
Employers offered additional comments about the development of an Outdoor Education Semester for Ucluelet Secondary School students:

- A fantastic idea and opportunity to develop skills for kids to be better prepared for life and job opportunities;
- Depending on the students we would be happy to offer short "Internships" where students could come, have a mentor, watch, and learn;
- I think it would be fantastic. I did BC Quest in grade 10 and it changed my life and lead to a career in the outdoors;
- I think this is a fantastic idea and would love to be involved in some way - whether through mentorship or training experiences. Please contact us at info@longbeachnaturetours.com;
- I understand that high school students cannot be exposed to professional class driving training. I feel it is a major skill/certification that will make a difference in employability for your students in their future. Maybe a goal for many as they get the experience driving;
- It's a great idea. The more we are able to instill a passion for the outdoors, the more likely we are to move towards a sustainable future;
- Overall, we do think this is a super important thing for the local high school students to have access to. Having a foundation around the environment they live in as well as the type of economy they live in offers high value;
- Personally, both of our children attended this class and it gave them years of employment opportunities and a sense of leadership/responsibility that has persisted for many years;
- The Wild Pacific Trail is looking at ways to engage local students in our outdoor programming and possibly having them involved in researching and presenting interpretive programming; and
- We would love to have students being back up surf instructors if they're keen! Sounds like a great idea.

Thirteen employers expressed interest in being available for future input and/or involvement in a local Outdoor Education semester. Their names and business contact information is available in Appendix 1.
## Appendix 1 – Businesses Contact Information – for future involvement in an Outdoor Education Semester

<table>
<thead>
<tr>
<th>Firstname</th>
<th>Lastname</th>
<th>Business</th>
<th>Email</th>
<th>Phone</th>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Natasha</td>
<td>Baert</td>
<td>Tofino Sea Kayaking Co.</td>
<td><a href="mailto:natasha@tofinoseakayaking.com">natasha@tofinoseakayaking.com</a></td>
<td>250-218-2992</td>
<td>PO Box 620</td>
<td>Tofino</td>
</tr>
<tr>
<td>Kelly</td>
<td>Bedford</td>
<td>West Coast Wild Adventures</td>
<td><a href="mailto:kelly-westcoastwild@outlook.com">kelly-westcoastwild@outlook.com</a></td>
<td>250-218-8836</td>
<td>944 Peninsula Road</td>
<td>Ucluelet</td>
</tr>
<tr>
<td>Kevin</td>
<td>Bradshaw</td>
<td>Hello Nature Adventure Tours Ltd.</td>
<td><a href="mailto:adventures@hellonature.ca">adventures@hellonature.ca</a></td>
<td>250-726-2035</td>
<td>Peninsula Road</td>
<td>Ucluelet</td>
</tr>
<tr>
<td>Catherine</td>
<td>Bruhwiler</td>
<td>Tofino Paddle Surf</td>
<td><a href="mailto:cath@tofinopaddlesurf.com">cath@tofinopaddlesurf.com</a></td>
<td>250-266-1997</td>
<td>PO Box 482 1119 Pacific Rim Hwy</td>
<td>Tofino</td>
</tr>
<tr>
<td>Kaleigh</td>
<td>Day</td>
<td>Surf Junction Campground</td>
<td><a href="mailto:surfjunctioncampground@gmail.com">surfjunctioncampground@gmail.com</a></td>
<td>250-266-0403</td>
<td>2650 Tofino-Ucluelet Hwy</td>
<td>Ucluelet</td>
</tr>
<tr>
<td>Theresia</td>
<td>Lee</td>
<td>West Coast Aquatic Safaris</td>
<td><a href="mailto:llee@whalesafaris.com">llee@whalesafaris.com</a></td>
<td>250-725-9227</td>
<td>PO Box 967, 101 Fourth Street</td>
<td>Tofino</td>
</tr>
<tr>
<td>Laura</td>
<td>MacPherson</td>
<td>Beachcomber Ocean Tours &amp; Wild Edge Lodge</td>
<td><a href="mailto:contact@wilededgewhales.com">contact@wilededgewhales.com</a></td>
<td>250-726-3444</td>
<td>200 Hemlock Street, Small Craft Harbour</td>
<td>Ucluelet</td>
</tr>
<tr>
<td>Laura</td>
<td>Morehouse</td>
<td>Long Beach Nature Tours</td>
<td><a href="mailto:info@longbeachnaturetours.com">info@longbeachnaturetours.com</a></td>
<td>250-725-3320</td>
<td>PO Box 1132</td>
<td>Tofino</td>
</tr>
<tr>
<td>Ryan</td>
<td>Rogers</td>
<td>Paddle West Kayaking Ltd.</td>
<td><a href="mailto:ryan@paddlewestkayaking.com">ryan@paddlewestkayaking.com</a></td>
<td>250-726-5084</td>
<td>606 Campbell Street</td>
<td>Tofino</td>
</tr>
<tr>
<td>Barbara</td>
<td>Schramm</td>
<td>Wild Pacific Trail Society</td>
<td><a href="mailto:barbara@schrammdesign.com">barbara@schrammdesign.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ocean</td>
<td>Shine</td>
<td>Ocean Outfitters</td>
<td><a href="mailto:ocean@oceanoutfitters.bc.ca">ocean@oceanoutfitters.bc.ca</a></td>
<td>250-725-2866</td>
<td>PO Box 919</td>
<td>Tofino</td>
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<tr>
<td>Shannon</td>
<td>Szymczakowski</td>
<td>Wild Pacific Trail Society</td>
<td><a href="mailto:info@wildpacifictrail.com">info@wildpacifictrail.com</a></td>
<td></td>
<td></td>
<td>Ucluelet</td>
</tr>
<tr>
<td>Don</td>
<td>Travers</td>
<td>Remote Passages Marine Excursions</td>
<td><a href="mailto:tofino@remotepassages.com">tofino@remotepassages.com</a></td>
<td>250-725-3330</td>
<td>PO Box 624 51 Wharf Street</td>
<td>Tofino</td>
</tr>
</tbody>
</table>
Appendix 2 - Outdoor Adventure Tourism Survey Questions

1. Please select the activities your business carries out:
   a. Kayak tours
   b. Boat operated wildlife viewing / destination tours
   c. Hiking / guided walks
   d. Fishing trips
   e. Interpretive programs
   f. Surfing rentals and lessons
   g. Stand-up paddle board tours
   h. Other (please specify)

2. On average, how many people do you hire each season?

CERTIFICATIONS

There is opportunity to include a variety of training and certifications in the semester. Please let us know which certifications are preferred or required to work for your organization.

We are considering which certifications and training opportunities to include in the program. Please let us know about your needs:

3. Do you require employees to have First Aid?
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire
   d. I don’t know

   It is required for these positions only:

4. If you require or preferred employees to have First Aid, please select all that apply:
   • CPR-C
   • Occupational First Aid Level I
   • Occupational First Aid Level III
   • Marine Basic First Aid
   • Wilderness First Aid
   • Other – please specify
5. Do you require employees to have Pleasure Craft Operator Certificate (PCOC)?
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire
   d. I don’t know
   e. It is required for some positions. (please list)

6. Do you require employees to have Small Vessel Operator Proficiency (SVOP)?
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire (11)
   d. I don’t know
   e. It is required for some positions (please list)

7. Do you require employees to have Marine Emergency Duties A3 (MED A3)?
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire
   d. I don’t know
   e. It is required for some positions. (please list)

8. Do you require employees to have Restricted Operator Certificate Marine Radio Licence (ROCM)?
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire
   d. I don’t know
   e. It is required for some positions. (please list)

9. Do you require employees to have Level 1 Kayak Guide training?
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire
   d. I don’t know
   e. It is required for some positions. (please list)

10. Do you require employees to have additional kayak guide training beyond Level 1?
    a. Yes, it is required for all staff
    b. It is preferred for all staff, but not required
    c. It is not required and has no impact on hire - 12
    d. I don’t know
    e. It is required for some positions. (please list the level and the positions.)
11. Do you require employees to have Stand Up Paddle Instructor (SUP)?
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire
   d. I don’t know
   e. It is required for some positions. (please list)

12. Do you require employees to have Bronze Cross (Lifesaving)?
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire
   d. I don’t know
   e. It is required for some positions. (please list)

13. Do you require employees to have National Lifeguard Service (NLS)?:
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire
   d. I don’t know
   e. It is required for some positions. (please list)

14. Do you require employees to have WorldHost Customer Service Training?
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire
   d. I don’t know
   e. It is required for some positions. (please list)

15. Do you require employees to have Foodsafe?
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire
   d. I don’t know
   e. It is required for some positions. (please list)

16. Do you require employees to have WHMIS (Workplace Hazardous Materials
      Information System)?
   a. Yes, it is required for all staff
   b. It is preferred for all staff, but not required
   c. It is not required and has no impact on hire
   d. I don’t know
   e. It is required for some positions. (please list)
17. Please list any other certifications that are required to become an employee at your business/organization, that you prefer your employees have, or that you recommend be a part of a High School Outdoor Education semester.

Soft Skills / Experiences
The outdoor education semester will also include many soft skills training opportunities and outdoor experiences.

18. In your opinion, how important is it to include each of the following in the outdoor education semester.

<table>
<thead>
<tr>
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<th>Not at all important</th>
<th>Somewhat important</th>
<th>Very important</th>
<th>I don't know</th>
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<tr>
<td>Local culture</td>
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<td>Local history</td>
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<td>Local flora and fauna</td>
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<td>Oceanography</td>
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<td>Interpretation of current coastal issues (for example – ocean acidification, microplastics, invasive species, whales, off-shore fishing closures, forestry)</td>
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<td>Wilderness Survival (for example Adventure Smart)</td>
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<td>Coast smart – local ocean awareness program</td>
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<td>Ground Search and Rescue skills</td>
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<td>Kayaking</td>
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<tr>
<td>Surfing</td>
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</table>
19. Please list any other soft skills training opportunities and outdoor experiences you recommend to be included in the outdoor education semester.

Summary

20. I would preferentially hire an employee that has completed a local high school Outdoor Education Semester. (Yes/No/Maybe)

21. Please include any other comments you have regarding the design of an Outdoor Education Semester for Ucluelet Secondary School students.

22. Thank you kindly for your feedback! If you have any questions about this survey and/or the development of an Outdoor Education Semester, or would like to discuss the program, please contact me at nicole@westcoastnest.org or 250-726-6508. If you would like to be available for future input, please provide your contact information here.
January 4th, 2019

District of Tofino
121 Third Street
PO Box 9
Tofino BC V0R 2Z0

To the District of Tofino’s Mayor and Council,

I’m writing to you on behalf of Surfrider Pacific Rim, a nonprofit organization dedicated to the protection and enjoyment of the ocean, beaches and waves. As you know, we operate on the Pacific Rim, and have dedicated our efforts to ending plastic pollution on the west coast. The reason we’re focused on this is because plastic pollution has become one of the world’s most severe environmental issues, contributing to the sixth mass species extinction, threatening food security and public health, exacerbating climate change and destroying the ecological integrity of coastlines and aquatic ecosystems.

Thanks to your leadership and the support of our progressive community, in June 2019, you implemented the Single-Use Plastics Regulation, a bylaw banning plastic straws and plastic bags in Tofino, which Surfrider Pacific Rim assisted with. Following our Straws Suck and Ban the Bag victories, our organization is scaling our efforts to create an Ocean Friendly Corridor between Tofino and Ucluelet, with the longer term goal of eliminating all single-use plastic takeaway packaging by the end of 2022. The next milestone for reaching this goal is eliminating all polystyrene takeaway containers and plastic/bioplastic cutlery by World Water Day, March 22nd, 2020.

Plastic cutlery cannot be recycled in our jurisdiction, and thus it ends up in landfills, in public spaces, on beaches, and in the ocean. According to Environment and Climate Change Canada, Canada’s plastics recycling rate is a mere 9%, so this country landfills, incinerates, and loses 91% or 2.93 million tonnes of its plastic waste generated each year while discharging 29,000 metric tonnes to the environment. Additionally, according to our single-use plastic master chart, plastic and bioplastic cutlery are now one of the most common plastic takeaway items used by local businesses.

Now, why are we eliminating polystyrene? Only a few businesses have polystyrene containers in Tofino, however, this plastic resin is the most destructive. Polystyrene never breaks down, and leaches toxic chemicals like benzene and styrene into the heated food people eat and into the ecosystems communities rely on. This is an archaic material to be utilising for food packaging, and this is clear looking at the proliferation of bans on this material all over the world. Our larger strategy with eliminating polystyrene takeaway containers is to bring awareness to mass polystyrene pollution in the media and use this as leverage to target other polystyrene products that are used by businesses as well as industries that operate on the ocean.

Once we support businesses to voluntarily comply with this campaign by World Water Day, March 22nd, we will be asking both the District of Tofino and District of Ucluelet to add polystyrene containers and plastic/bioplastic cutlery to the Single-Use Plastics Regulation. Just as we did with plastic bags and straws, we will support the amendment to the regulation, support businesses through our consultation services, as well as aid in the communication of this change to businesses, the public and the media. The

Surfrider Foundation, Pacific Rim Chapter | Mailing Address: Box 964 | Tofino, British Columbia | Canada, V0R 2Z0
Physical Address: The Ecolodge at the Tofino Botanical Gardens, 1084 Pacific Rim Highway | Tofino, British Columbia | Canada, V0R 2Z0
Website: pacificrim.surfrider.org
towns have displayed an incredible readiness for this change, and once again, we are prepared to do all of the groundwork.

The Federal government is continuing on Phase 1 of its Canada-wide Strategy on Zero Plastic Waste, and Vancouver has also stepped up to create stricter plastic regulations, including bans on foam containers and cutlery. Alongside and beyond these actions, it’s our vision to make Tofino and Ucluelet a leader in the effort to address plastic pollution in Canada, lighting the way for other locales to look to and follow. It is our dream to contribute to the iconic environmental history that defines our region, and we are going to achieve this through our incredible partnership. We look forward to hearing your feedback and presenting on our campaign results in February.

Kindest Regards,

Lilly Woodbury
Chapter Manager
Surfrider Pacific Rim
Cutlery and Foam Campaign Strategy

Goal:
1) Polystyrene containers: support businesses with takeaway polystyrene containers to switch to reusable or locally compostable containers (sugarcane, pure paper). We will advocate for businesses to charge for these containers to create a disincentive.
2) Cutlery: support businesses with plastic and bioplastic cutlery to switch to reusable and/or bamboo/wooden.

Upon successfully working with all businesses to eliminate these items, we will approach Councils in both the DoT and DoU to add polystyrene containers and plastic cutlery to the Single-Use Plastics Regulation (unless the province steps in and bans these items, which is the ideal scenario..)

Timeline:
November 2019 - March 22nd, world water day

Cutlery
We are asking all businesses to:
(MANDATORY)
  a) Voluntarily eliminate plastic cutlery
  b) Supply reusable cutlery for in-house use
  c) Offer takeaway cutlery on request only
(OPTIONAL FOR BUSINESS TO CHOOSE)
  d) Offer bamboo or wooden compostable cutlery for a fee (0.25?). This can be modeled similar to businesses who charge for bags or coffee cups, which will disincentivize the consumer and help businesses recoup the cost of the takeaway packaging
  e) Sell reusable cutlery for a fee (1.00?)
As all of the provisions of Tofino and Ucluelet’s bylaws will come into force in January 2020 (i.e. businesses could be fined for non-compliance after Jan. 1), it may be good timing to present to both Tofino and Ucluelet Councils as a delegation or to write a letter with information about your request to amend the Single Use Item Regulation Bylaws.

Helpful information in your presentation/letter would include:

- What policy are you advocating for: i.e. Vancouver’s bylaw requires that cutlery may only be given on request. Is Surfrider advocating for a full ban on cutlery?
- Why are you advocating for these changes?
- Have you done any outreach to businesses yet, what have been the reactions and what issues (if any) were raised?
- Are you willing to provide any support to this initiative (i.e. design, communications, or outreach support)?

The Councils of Tofino and Ucluelet will be meeting in late January to discuss shared priorities,
Dear Tofino Mayor and Councillors,

December 17, 2019

On behalf of the Sea View Seniors Housing Society board of directors, I am writing to you today to share some exciting news. After 10 years of successful operation of the independent living facility known as Forest Glen, we have embarked on the path of exploring the possibilities of expanding the facility to accommodate an additional 10-12 affordable housing units for our regional seniors. The current units are all self contained and provide all the amenities that make a home a home. If you have never visited Forest Glen, we would be happy to have you come and explore this amazing facility.

Currently, Forest Glen houses 10 independent seniors, and provides a healthy dinner to our residents. More recently, with the help of a Federal Grant, SVSHS started a monthly luncheon that is open to all seniors within our catchment area of Tofino, Ucluelet, Area C, and all neighbouring First Nations communities. The monthly luncheons are very well attended, and we welcome all seniors to attend.

Our board has formed a sub-committee known as the Forest Glen Phase II expansion committee, and the committee has begun to put together a financial feasibility study. We are at the very early stages of planning and are now reaching out to all our stakeholders within the region requesting a Letter-Of-Support to include in our submission. We hope you can accommodate us with such a letter ideally, by January 31, 2020.

Finally, we will continue to keep you and your staff up to date on our progress. If you require information at any stage, I am available to meet and answer any additional questions, in person or by phone.

Thank you,

Randy Oliwa
Sea View Seniors Housing Society
Board Member
Forest Glen Phase II Expansion Committee
MEETING DATE  14/01/2020

TO  Mayor & Council   File No: C&C - 02
FROM  Financial Services

TITLE  2020-2024 Financial Plan Public Consultation

RECOMMENDATION

THAT the staff report titled “2020-2024 Financial Plan Public Consultation,” dated January 14, 2020, be received for information.

CAO’S COMMENTS

I concur with the recommendation of the Director of Financial Services.

PURPOSE

The purpose of this report is to submit to Council the feedback received from the December 3, 2019 Financial Plan Open House.

2019-2022 STRATEGIC PLAN

Strategic Plan Goal:
Not applicable.

Strategic Priority:
Not applicable.

FINANCIAL IMPACTS

Public consultation on the proposed 5 year financial plan is required as per the Community Charter. The recommendation in this report does not have a financial impact, however the adoption of the 5 year financial plan will result in a plan for revenue and expenditures over the next five years.
BACKGROUND

On December 3, 2020 the District hosted a Town Hall to discuss information regarding the 2020-2024 Financial Plan and Council’s current Strategic Plan. This report summarizes the feedback received from the financial plan content provided at the Town Hall.

DISCUSSION

The first special budget meeting for the draft 2020-2024 Financial Plan was held on October 31, 2019. The presentation focused on the proposed capital and operating projects over the next 5 years. Staff considered Council’s Strategic Plan and current and ongoing projects when preparing the draft project schedule for years 2020-2024.

The District offered a few ways for the community to provide feedback on the information presented at the October 31st budget meeting. The feedback methods were as follows:

1. Website: The District posted budget information prior to the October 31st meeting on the website where an online form was available to submit comments.
2. Email: A designated email address was set up so community members could submit comments regarding budget information.
3. In person: A Town Hall was held where staff and Council were available to discuss the proposed projects. Forms were available to fill out at the Town Hall and were also available on the District’s website. Feedback was accepted up to January 2, 2020.

There were specific questions asked under several categories and service areas at the Town Hall. The questions related to the following topics:

1. Budget Communications
2. Elections Expenditures
3. Council Expenditures
4. District Website
5. Bylaw Enforcement
6. Indoor Recreation Facility
7. Seasonal Shuttle Service
8. Multi-Use Path Improvements

Appendix 1 attached to this report, summarizes the information collected under each category above and provides additional information where questions were asked by community members. Feedback was requested on what topics should be discussed at future town hall meetings. This information is also included in Appendix 1.

COMMUNICATION

Staff continue to implement the budget communications plan prepared and presented to Council at the October 31, 2019 special budget meeting.
Staff are preparing materials for the January 31st budget meeting and these materials will be publicly available on the District’s website prior to the meeting. The community will be notified by social media and email when the information is available.

CONCLUSION

The next special budget meeting will be held on January 31st where a comprehensive detailed financial plan will be presented to Council, including preliminary property assessment information and draft tax rates. The next public consultation session for the 2020-2024 Financial Plan will be held on February 18, 2020 at the Community Hall from 4:30 PM to 6:30 PM.

Respectfully submitted,

_____________________________
Nyla Attiana, Director of Financial Services

Appendices:
1. Presentation – Summary of 2020-2024 Financial Plan Feedback
Budget Consultation Feedback

Regular Council Meeting, January 14, 2020
Budget Consultation Feedback

• Budget Open House - held December 3, 2019
• First Special Budget Meeting – held October 31, 2019
• Feedback requested:
  – Website: online form
  – In person: open house
  – Email: budget@tofino.ca

* Next Budget Consultation is scheduled for Tuesday, February 18, 2020 from 4:30 PM to 6:30 PM at the Community Hall
Budget Communications

• How did you hear about today’s open house?
  – Social Media/Online
  – Email notice
  – Friend/word of mouth
  – Ratepayers Association
Budget Communications

• How can we communicate better?
  – Continue online communication
  – More frequent open houses/roundtables
  – Notification of open houses should be mailed
  – Listen to the concerns of residents and act on their suggestions
  – Send regular emails
  – Get Instagram
  – Use the radio to announce meetings & events
  – Continuation of newsletters with utility bills
  – Create summaries and concise information
  – Westerly News
Elections

• How can we make voting easier and more accessible?

*Extra Voting Day ($2,000) and Mail Ballot ($500)

– Do not need more voting opportunities; use the funds elsewhere
– Advance voting is great – more voting opportunities are better
– Mail-in ballots would be advantageous to non-resident voters
– Provide transportation
– More directional signs for polling stations
– Online voting is a good idea
– Improve communications
Council Budget

• Expensive service area: 2020 Budget $285,106
  – Funded by Taxation; $50,000 is for Council & Arts and Culture Grants
  – In 2019, 9% of general taxation collected was allocated to the Council budget
  – In 2019, 45% of general taxation collected was allocated to Public Works and Administration; comparatively the Council budget is not an expensive service area

• What is included in this service area?
  – Arts and Culture/Council grants; Council expenses (insurance, laptops, strategic planning, legal advice, etc.); Council indemnities for meetings and benefits; Volunteer appreciation expenses

• Several comments regarding elimination of Council grants
Website Refresh

What do you want to see in a new website? ($30,000)

• User Challenges:
  - More user friendly; make contacts easier to find; mobile friendly
  - Reduce use of acronyms

• Suggestions:
  - Current website is adequate as is
  - Expensive; invest money elsewhere
  - Rarely use the site
  - Important Notices/Updates/Meetings on the front page
  - Make a local “webmaster” rather than contracting out
Bylaw Enforcement

• What are your bylaw enforcement priorities?
  – Illegal Vacation Rentals
  – Parking along highway/Lynn Road
  – Faster response time for complaints
  – Enforcing off-leash dog bylaws
  – Complaint driven method does not work/refocus efforts
  – Beach fires
  – Garbage on beaches
  – Overnight camping/not using washroom facilities
  – Increase bylaw enforcement to year-round/extended night time hours in the summer
Bylaw Enforcement

• General Comments/Suggestions:
  – We need an off-leash area
  – Over capacity at venues
  – Address noise after 10 PM
  – Bylaws to protect trees
  – Car idling bylaw
  – Repeal un-enforceable bylaws
Indoor Recreation Facility

• This is a grant dependent project. The borrowing for this project will require voter approval. If the grant is denied what do you think the next steps should be?
  – Do not proceed
  – Prefer a pool
  – This is an essential service for the health & wellness of the community
  – Re-enter into negotiations with SD70
Indoor Recreation Facility

• Try for a less expensive facility
• Seniors need a place indoors
• Table the plan for 5+ years
• It is not the responsibility of SD70 to provide recreation facilities for Tofino
• What will the community hall be used for after the recreation facility is built?
• How will this facility be used differently than our current community hall?
Seasonal Shuttle

• What did you like about the service?
  – Very convenient/frequency
  – Reduced parking frustrations
  – Do not like; waste of money

• How could the service be improved?
  – Charge users; use small electric buses
  – Year-round for residents/extend beyond summer months
  – Extend to Ty-Histanis & Esowista
  – Service unreliable for locals to meet work hours
  – Run service later
  – Maintenance of vehicle and reduced idling time at stops
Multi-Use Path Improvements

• What do you think about the proposed plan for the MUP improvements over the next 5 years?
  – Great plan
  – Prioritize straight stretch by Tree Frog Lane – Alder roots are dangerous
  – Widen – to accommodate more bicycle traffic
Infrastructure and Public Works

• Road Paving Priorities:
  – Do not pave West Gibson – it can wait
  – Mackenzie Beach road – high priority
  – Mackenzie Beach Rd paving and opening Gibson Street are “wants” not “needs”
Infrastructure and Public Works

• Water Capital Improvements:
  – Address drainage issues on Fourth Street in heavy rains

• Sewer Capital Improvements:
  – Several comments about the operating costs of the plant; this information will be provided at the next consultation session
  – Can some funding for WWTP come from hotels to help offset high costs?
    • The hotels will be contributing by paying property taxes
  – Request for breakdown of local resident usage vs. visitor usage
Additional Online Feedback

- Prioritize projects to reduce tax burden
- Affordable housing is not being addressed
- Would love to see, somewhere, projects focused on street, gutter, and ditch cleaning
- Most projects are “wants” not “needs”
- I would like the District to consider the environmental impact of projects
- Council should keep to one of their priorities listed on the website “reduce taxes as much as possible”
- Replace portable toilets by the school field
- Nothing for Culture – there should be!
- Rising levels of taxation, locally, provincially and federally, are untenable
Additional Online Feedback

• Value Added Tax for tourists – residents should not have to suffer an increase
• Donation boxes for trail maintenance at Tonquin Trail
• Requests for a municipal hiring freeze
• Appreciation of format; opportunity for conversation
• Others did not like the format and felt put on the spot
• More open houses; leave boards posted so they can be viewed for extended period of time
• More explanation on how the strategic plan was developed
• Request for presentations then an opportunity to discuss
Proposed Future Town Hall Topics

• Community focus and ideas to minimize the proposed tax increases
• Controlling/reducing expenditures and alternative sources of revenue
• Street maintenance and bylaw enforcement
• Climate and environment
• Cost of management and consultancy fees
• Emergency planning, transportation and long term goals
Thank you to everyone who provided their comments, took the time to read more about the proposed budget, or asked questions.

The next Budget Consultation Open House is scheduled for Tuesday, February 18, 2020 from 4:30 PM to 6:30 PM at the Community Hall.
The Corporation of the District of Tofino

REPORT TO COUNCIL

MEETING DATE  January 14, 2020
TO  Mayor & Council  File #:  LAN-01 – 99.008
FROM  Community Sustainability
SUBJECT  Housing Agreement Bylaw – Meares Vista Inn – 760 Campbell Street

RECOMMENDATION

THAT “District of Tofino Housing Agreement Bylaw No. 1276, 2020” be introduced and read a first, second, and third time.

CAO’S COMMENTS

I concur with the recommendations of the Manager of Community Sustainability.

PURPOSE

This report recommends first, second and third reading of “District of Tofino Housing Agreement Bylaw No. 1276, 2020”. The subject of the housing agreement is a long-term staff accommodation campground use at the Meares Vista Inn, 760 Campbell Street, which intends to operate under a Temporary Use Permit approved by Council on May 14th, 2019.

TOP 6 COUNCIL GOALS

Top 6 - #1 Homes and Neighborhoods

FINANCIAL IMPACTS

None anticipated.

BACKGROUND

The application for a Temporary Use Permit was received on September 12th, 2017 and Council authorized the Temporary Use Permit at the May 14th, 2019 regular Council Meeting.

A Housing Agreement is required prior to issuance of the Temporary Use Permit. The proposed bylaw will allow the District to enter into this Housing Agreement with the goal of establishing both criteria for renters and maximum monthly rental fees.

DISCUSSION

Housing Bylaw and Covenant

Housing Bylaw 1276, 2020, attached as Appendix 1 to this report, was developed through consultation
with the applicant and District solicitors. The agreement covers all of the rental spaces associated with the relevant Temporary Use Permit for the subject property.

The following conditions highlight the terms of the Housing Agreement.

- Defining a “Qualified Tenant” — or someone eligible to rent one of the spaces permitted under the TUP — as “an individual who can demonstrate to the satisfaction of the District that they have secured and maintain part-time or full-time permanent employment for three (3) or more consecutive months with a business that holds a valid business license within the District of Tofino”.
- Defining the “Original Rent” — the maximum rent that can be charged per month for one of the spaces permitted under the TUP — as $600.
- Limiting the use of the rental sites to at least one Qualified Tenant and any other Permitted Occupants who are named in the Tenancy Agreement, to a maximum of two people. Each site may be occupied by a maximum of two people, both over the age of 19 years old.
- Ensuring that the spaces cannot be used for tourism accommodation.
- Ensuring adequate life safety measures (smoke alarms, carbon monoxide alarms, fire extinguishers, etc.) are provided.
- No nuisance shall be made that disturbs neighbouring properties, and noise shall be kept to a minimum between the hours of 10pm – 7am.

This Housing Agreement is designed to work in concert with the associated Temporary Use Permit, attached as Appendix 2, in order to ensure that the long-term camping sites are maintained for the exclusive use of those living and employed within the District of Tofino. As the housing being provided is permitted under a Temporary Use Permit and is not designed as a long-term housing solution, the Housing Agreement is not as robust as those associated with zoning amendments for affordable housing (i.e. Tofino Housing Corporation development at 700 Sharp Road). However, it is still drafted to achieve the overall goals of limiting rental use to qualified tenants and maintaining a maximum rent threshold to ensure the affordable nature of the accommodation.

**CONCLUSION**

This report presents a recommendation for first, second, and third reading of “District of Tofino Housing Agreement Bylaw No. 1276, 2020”.

Respectfully submitted,

__________________________

Peter Thicke

For Aaron Rodgers, Manager of Community Sustainability

Appendices:
1. Bylaw 1276, 2020, and Housing Agreement
2. Temporary Use Permit for 760 Campbell Street
District of Tofino Housing Agreement
Bylaw No. 1276, 2020

Effective Date – XXXX, 2020
DISTRICT OF TOFINO BYLAW
NO. 1276, 2020

A Bylaw to enter into a Housing Agreement under Section 483 of the Local Government Act

WHEREAS pursuant to Section 483 of the Local Government Act, the District may by bylaw enter into a housing agreement under that section;

AND WHEREAS the District of Tofino wishes to enter into a housing agreement with respect to that land legally described as Parcel Identifiers: 000-145-432 and 004-142-802, LOTS 3 AND 4, DISTRICT LOT 115, CLAYOQUOT DISTRICT, PLAN 15811;

NOW THEREFORE the Council of the District of Tofino, in open meeting assembled, enacts as follows:

1. **Name**

   The name of this Bylaw for citation purposes is “District of Tofino Housing Agreement Bylaw No. 1276, 2020”.

2. **Authorization**

   1. Council hereby authorizes the District of Tofino to enter into a housing agreement under Section 483 of the Local Government Act, with respect to the land legally described as Parcel Identifiers: 000-145-432 and 004-142-802, LOTS 3 AND 4, DISTRICT LOT 115, CLAYOQUOT DISTRICT, PLAN 15811, in substantial conformance to the form attached as Schedule ‘A’ to this bylaw (the “Housing Agreement”).

   2. The Mayor and Corporate Officer are authorized to execute, on behalf of the District of Tofino, the Housing Agreement and all further documents necessary or desirable to give effect to the Housing Agreement and to file in the Land Title Office a notice of the Housing Agreement as required by the section 483(5) of the Local Government Act.

3. **Effective Date**

   READ A FIRST TIME on xxxx, 2020

   READ A SECOND TIME on xxxx, 2020

   READ A THIRD TIME on xxxx, 2020

   ADOPTED on xxxx, 2020

Josie Osborne, Mayor

Robert MacPherson, Corporate Officer

District of Tofino Housing Agreement Bylaw No. 1276, 2020
SCHEDULE ‘A’
BYLAW NO. 1276, 2020

PART 2 – TERMS OF INSTRUMENT

HOUSING AGREEMENT

(Section 483 Local Government Act)

THIS AGREEMENT dated for reference the XX day of XXXX, 2020, is

BETWEEN:

MEARES VISTA INN, 760 Campbell Street, Tofino, British Columbia, V0R 2Z0

(the “Owner” as more fully defined in section 1.1 of this Agreement)

AND:

DISTRICT OF TOFINO, 121 Third Street, PO Box 9, Tofino, B.C. V0R 2Z0

(the “District”)

WHEREAS:

The Owner is the registered owner of the lands and premises located at 760 and 770 Campbell Street, Tofino, British Columbia, including any part into which said lands may be subdivided, and which are legally described as:

Parcel Identifiers: 000-145-432 and 004-142-802
LOT 3, DISTRICT LOT 115, CLAYOQUOT DISTRICT, PLAN 15811 and LOT 4, DISTRICT LOT 115, CLAYOQUOT DISTRICT, PLAN 15811 (the “Lands”);

The Owner has applied to the District for a temporary use permit to allow 8 units of temporary staff accommodation to be developed on the Lands (the “Temporary Use Permit”);

Section 483 of the Local Government Act permits the District to enter into and note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent that may be charged for housing units;

The Owner and the District wish to enter into this Agreement (as hereinafter defined) to provide affordable rental housing on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the payment of $10.00 by the District to the Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby
acknowledged by the Owner), and in consideration of the promises exchanged below, the Owner and the District covenant and agree pursuant to section 483 of the Local Government Act as follows:

**DEFINITIONS AND INTERPRETATION**

**Definitions** – In this Agreement the following words have the following meanings:

“Agreement” means this agreement together with all Land Title Office forms, schedules, appendices, attachments and priority agreements attached hereto;

“CPI” means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;

“Daily Amount” means $500.00 per day as of January 1, 2018 adjusted annually thereafter by adding thereto an amount calculated by multiplying $500.00 by the percentage change in the CPI since January 1, 2018, to January 1 of the year that a written notice is delivered to the Owner by the District pursuant to section 5.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the District of the Daily Amount in any particular year shall be final and conclusive;

“District” means the District of Tofino;

“Housing Agreement Area” means that portion of the Lands on which the Secured Rental Sites, as will be defined in 1.1(r), will be located and which is indicated on the map hereto attached as Schedule A;

“Interpretation Act” means the Interpretation Act, R.S.B.C. 1996, Chapter 238, including all regulations pursuant to that act, together with all amendments thereto and replacements thereof;

“Land Title Act” means the Land Title Act, R.S.B.C. 1996, Chapter 250, including all regulations pursuant to that act, together with all amendments thereto and replacements thereof;

“Local Government Act” means the Local Government Act, R.S.B.C. 2015, Chapter 1, including all regulations pursuant to that act, together with all amendments thereto and replacements thereof;

“Manufactured Home Park Tenancy Act” means the Manufactured Home Park Tenancy Act, S.B.C. 2002, Chapter 77, including all regulations pursuant to that act, together with all amendments thereto and replacements thereof;

“Motor Vehicle Act” means the Motor Vehicle Act, R.S.B.C. 1996, Chapter 318, together with all amendments thereto and replacements thereof;

District of Tofino Housing Agreement Bylaw No. 1276, 2020
“LTO” means the Victoria Land Title Office or its successor;

“Original Rent” means $600 per month;

“Owner” means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of the Secured Rental Unit from time to time;

“Park Rules” means rules established by the Owner pursuant to the Manufactured Home Park Tenancy Act;

“Permitted Occupant” means an individual who is not a Qualified Tenant but who is included in a Tenancy Agreement either as an additional named tenant or on a Schedule of Parties attached to the Tenancy Agreement;

“Qualified Tenant” means an individual who can demonstrate to the satisfaction of the District that he or she has secured and maintains part-time or full-time permanent employment for three (3) or more consecutive months with a business that holds a valid business license within the District of Tofino;

“Recreational Vehicle” means any camper, travel trailer, fifth wheel or motor home with a maximum width of 2.6 metres (8.53 feet) in transit mode which can be used to provide sleeping accommodations and which is capable of being licensed for highway use pursuant to the Motor Vehicle Act.

“Secured Rental Sites” means the 8 sites which are intended for the occupation of Recreational Vehicles and which are located on the Lands as shown on the site plan attached hereto as Schedule B;

“Strata Property Act” means the Strata Property Act S.B.C. 1998, Chapter 43, including all regulations pursuant to that act, together with all amendments thereto and replacements thereof;

“Subdivide” means to divide, apportion, consolidate or subdivide the Lands or any building on the Lands, or the ownership or right to possession or occupation of the Lands or any building on the Lands, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the Land Title Act, the Strata Property Act, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or a “shared interest in land” as defined in the Real Estate Development Marketing Act, S.B.C. 2004, Chapter 41; and

“Tenancy Agreement” means a tenancy agreement, lease, license or other agreement granting rights to occupy the Secured Rental Unit.

District of Tofino Housing Agreement Bylaw No. 1276, 2020
“Tourist Accommodation” means the commercial provision of temporary overnight accommodation to the travelling public in a campground, guest house, hostel, hotel, lodge, motel, resort condominium or, where permitted by this bylaw, in a dwelling unit as a bed and breakfast or short term rental home occupation, and for this purpose “temporary” means a period of less than one month.

**Interpretation** – In this Agreement:

- reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- time is of the essence;
- all provisions are to be interpreted as always speaking;
- reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes a Qualified Tenant, agent, officer and invitee of the party;
- reference to a “day”, “month”, or “year” is a reference to a calendar day, calendar month, calendar or calendar year, as the case may be, unless otherwise expressly provided; and
- where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

**USE OF LANDS AND SECURED RENTAL SITES**

**Use of Housing Agreement Area** – The Owner covenants and agrees that, notwithstanding that the Owner may be otherwise entitled, the Owner shall not occupy or permit to be
occupied the Housing Agreement Area or any building on the Housing Agreement Area unless the Secured Rental Sites are ready for occupancy in accordance with all applicable laws, regulations, bylaws, as well as the Temporary Use Permit.

**Use of Secured Rental Sites** – The Owner agrees that the Secured Rental Sites may only be occupied as a primary residence by at least one Qualified Tenant and any other Permitted Occupants who are named in the Tenancy Agreement. The Secured Rental Sites must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members are Qualified Tenants under a Tenancy Agreement), or any guest of the Owner. The Secured Rental Sites are not permitted to be used as Tourist Accommodation.

**Existing Vegetation to Remain in Natural State** – The Owner must retain all vegetation on the Housing Agreement Area in its natural condition to the extent it is reasonable to do so, with the exception that existing vegetation may be removed if it is considered dangerous by a registered professional arborist or if removal is required to construct the Secured Rental Sites or any required access roads.

**Common Fire Extinguishers** – The Owner must locate a fire extinguisher, which is accessible and operational, within 70 metres of each Recreational Vehicle.

**Onsite Manager** – The Owner must provide an onsite manager who will live on the Lands and who will be responsible for managing, maintaining and otherwise monitoring the use of the Secured Rental Sites and the Housing Agreement Area.

**Park Rules** – In accordance with the *Manufactured Home Park Tenancy Act*, the Owner must establish Park Rules to apply to all Secured Rental Sites, Qualified Tenants and Permitted Occupants and which will include the following rules:

- no person, including Qualified Tenants, Permitted Occupants or guests of Qualified Tenants or Permitted Occupants, shall make, allow or cause to be made any loud, objectionable, or unnecessary noise anywhere within the Housing Agreement Area, including on any Secured Rental Site, which may disturb the peace, quiet, rest, enjoyment, comfort, and/or convenience of the Housing Agreement Area or the adjoining lands during the overnight hours of 10pm to 7 am;

- no person, including Qualified Tenants, Permitted Occupants or guests of Qualified Tenants or Permitted Occupants, shall do anything which is, or will become, an annoyance or nuisance to users of the Housing Agreement Area or to adjacent lands by reason of unsightliness, the emission of odours, dust, liquid, effluent, fumes, smoke, vibration, noise or glare, nor shall anything be done which creates or causes a health, fire or explosion hazard, electrical interference or undue traffic congestion; and
a Recreational Vehicle located on a Secured Rental Site, whether or not normally occupied by at least one Qualified Tenant, must not be used to provide Tourist Accommodation.

Requirement for Statutory Declaration – Within thirty (30) days after receiving notice from the District, the Owner must, in respect of the Secured Rental Sites, provide to the District a statutory declaration, substantially in the form (with, in the District’s discretion, such further amendments or additions as deemed necessary) attached as Schedule C, sworn by a director or officer of the Owner, containing all of the information required to complete the statutory declaration. The District may request such statutory declaration in respect of the Secured Rental Sites no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the District may request and the Owner shall provide to the District such further statutory declarations as requested by the District in respect to the Secured Rental Sites if, in the District’s absolute determination, the District believes that the Owner is in breach of any of its obligations under this Agreement.

District Authorized to Make Inquiries – The Owner hereby irrevocably authorizes the District to make such inquiries and inspect such documents as it considers necessary in order to confirm that the Owner is complying with this Agreement.

Discharge of Agreement Due to Subdivision – At the request of the Owner and at the Owner’s sole expense, the District will deliver to the Owner discharges of this Agreement in registrable form for any portion of the Lands that:

- is a separate legal parcel; and
- does not contain the Housing Agreement Area, including the Secured Rental Sites,

provided that, where the Lands or any building on the Lands have been subdivided under the Strata Property Act, the District may withhold delivery of any discharges required to be delivered pursuant to this section until after the District has received from the strata corporation its duly authorized agreement that it will not take any action that would result in an inability to rent the Secured Rental Site in accordance with this Agreement or would render such rental a breach of the strata corporation bylaws. The Owner acknowledges and agrees that the Owner shall not apply for a discharge of this Agreement pursuant to this section in respect of any Subdivided portion of the Lands unless the Owner has constructed the Secured Rental Sites in accordance with this Agreement, and the Secured Rental Sites are ready for occupancy in accordance with all applicable laws, regulations and bylaws.

Discharge of Agreement Due to Expiry of Temporary Use Permit – At the request of the Owner and at the Owner’s sole expense, the District will deliver to the Owner discharges of this Agreement in registrable form upon expiry of the Temporary Use Permit authorizing the Secured Rental Sites.
DISPOSITION AND ACQUISITION OF SECURED RENTAL UNITS

Occupancy of Secured Rental Sites – Without limiting any of the provisions in Article 2 above, the Owner must not rent, lease, license or otherwise permit occupancy of the Secured Rental Sites except in accordance with the following additional conditions:

- the Owner will attach to every Tenancy Agreement a copy of this Article 3 in its entirety;
- the Owner will include in every Tenancy Agreement a clause requiring the Qualified Tenant and any Permitted Occupants of a Secured Rental Site to comply with this Agreement;
- a Secured Rental Site will only be used or occupied pursuant to a Tenancy Agreement and only by the Qualified Tenant, and any Permitted Occupants, in the Tenancy Agreement for that Secured Rental Site. Each Secured Rental Site must be used or occupied by at least one Qualified Tenant who is named in the Tenancy Agreement for that Secured Rental Site;
- a Secured Rental Site may be occupied by a maximum of two persons over the age of 19 years old and at least one of whom is a Qualified Tenant;
- only one Recreational Vehicle may be located on each Secured Rental Site;
- every Recreational Vehicle must contain a functioning smoke detector, carbon monoxide (CO) alarm, and a fire extinguisher;
- there must be a minimum of 6 feet of unobstructed space, at all times, on all sides of each Recreational Vehicle to allow fire department access;
- the monthly rent payable by a Qualified Tenant for a Secured Rental Site will not exceed the Original Rent. Notwithstanding the foregoing, subject always to the Manufactured Home Park Tenancy Act, the Owner may increase the rent payable by a Qualified Tenant for a Secured Rental Site annually, beginning with the first anniversary of the day on which the temporary use permit was issued by the District for the Secured Rental Sites, and thereafter on each successive anniversary date, by an amount determined by multiplying the rent payable by the Qualified Tenant for a Secured Rental Unit at the time of the proposed rent increase by the percentage change in the CPI since the last anniversary date;
- the Owner will not require a Qualified Tenant or a Permitted Occupant to pay any extra charges or fees for use of any common property, limited common property, or other common area, or for sanitary sewer, storm sewer, water utilities, or property taxes. For clarity, this section does not apply to cablevision, telephone, or Internet fees or charges;

District of Tofino Housing Agreement Bylaw No. 1276, 2020
the Owner will include in every Tenancy Agreement a clause requiring the Qualified Tenant and each Permitted Occupant of the Secured Rental Site to comply with this Agreement;

subject to the applicable provisions of the *Manufactured Home Park Tenancy Act*, the Owner will include in each Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:

- the Secured Rental Site is occupied by any person or persons other than the Qualified Tenant and any Permitted Occupants;
- the Secured Rental Site, or the Recreational Vehicle located on the Secured Rental Site, remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
- the Qualified Tenant fails to pay rent when due in accordance with the Tenancy Agreement and the *Manufactured Home Park Tenancy Act*; or
- the Owner (as landlord) is entitled, for any reason, to terminate the Tenancy Agreement in accordance with the Tenancy Agreement and the *Manufactured Home Park Tenancy Act*;

in the case of each breach outlined in Article 3.1(k), the Owner hereby agrees with the District to forthwith provide to the Qualified Tenant a notice of termination. The notice of termination shall provide that the termination of the tenancy shall be effective thirty (30) days following the date of the notice of termination or such other time period prescribed by the *Manufactured Home Park Tenancy Act* for such breach;

the Tenancy Agreement will identify all occupants of the Secured Rental Site, being the Qualified Tenant and any Permitted Occupants, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Secured Rental Site for more than thirty (30) consecutive days or more than forty-five (45) days total in any calendar year; and

the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the District upon demand.

**Qualified Tenant to Vacate Rental Unit Upon Termination** – If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Qualified Tenant and all other Permitted Occupants that may be in occupation of the Secured Rental Site to vacate the Secured Rental Site, and to remove the Recreational Vehicle located on the Secured Rental Site, on or before the effective date of termination.
DEFAULT AND REMEDIES

Payment of Daily Amount – The Owner agrees that, in addition to any other remedies available to the District under this Agreement or at law or in equity, if any Secured Rental Site is used or occupied in breach of this Agreement or the Owner is otherwise in breach of any of its obligations under this Agreement, the Owner will pay the Daily Amount to the District for every day that the breach continues after forty-five (45) days’ written notice from the District to the Owner stating the particulars of the breach. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the District for the same.

Rent Charge – The Owner hereby grants to the District a perpetual rent charge against the Lands securing payment by the Owner to the District of any amount payable by the Owner pursuant to section 4.1 of this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District at law or in equity. This rent charge is created both under section 205(2)(b) of the Land Title Act as an integral part of the statutory covenant created by this Agreement and as a fee simple rent charge at common law. Enforcement of this rent charge by the District does not limit, or prevent the District from enforcing, any other remedy or right the District may have against the Owner.

MISCELLANEOUS

Housing Agreement – The Owner acknowledges and agrees that this Agreement includes a housing agreement entered into under section 483 of the Local Government Act, and the District may file notice of this Agreement against title to the Lands in the LTO pursuant to section 483 of the Local Government Act.

Modification – Subject to section 5.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the District and thereafter if it is signed by the District and the Owner.

Management – The Owner covenants and agrees that it will provide efficient management of the Secured Rental Sites and the Owner will permit representatives of the District to inspect the Secured Rental Sites at any reasonable time, subject to the notice provisions in the Manufactured Home Park Tenancy Act. The Owner further covenants and agrees that it will maintain the Secured Rental Sites in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Housing Agreement Area. Notwithstanding the foregoing, the Owner acknowledges and agrees that the District, acting reasonably, may require the Owner, at the Owner’s expense, to hire a person or company with the skill and expertise to manage the Secured Rental Sites.
**Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands, or the Secured Rental Sites or the enforcement of any Tenancy Agreement; or
- without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

**Release** – The Owner hereby releases and forever discharges the District and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- construction, maintenance, repair, ownership, lease, license, operation or management of the Lands, or the Secured Rental Sites under this Agreement; or
- the exercise by the District of any of its rights under this Agreement.

**Survival** – The indemnity and release set out in this Agreement will survive termination or discharge of this Agreement.

**District’s Powers Unaffected** – This Agreement does not:

- affect, fetter or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- impose on the District any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- affect or limit any enactment relating to the use or subdivision of the Lands; or
- relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

**Agreement for Benefit of District Only** – The Owner and the District agree that:

District of Tofino Housing Agreement Bylaw No. 1276, 2020
this Agreement is entered into only for the benefit of the District;

this Agreement is not intended to protect the interests of the Owner, any Qualified Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including the Housing Agreement Area or the Secured Rental Sites; and

the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

No Public Law Duty – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

Notice – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out on title to the Lands in the records at the LTO, and in the case of the District addressed to:

District of Tofino
121 Third Street
PO Box 9
Tofino, B.C. V0R 2Z0

Attention: Manager of Community Sustainability

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

Enuring Effect – This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

Severability – If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

Waiver – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
Entire Agreement – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation of the Secured Rental Sites, and there are no warranties, representations, conditions or collateral agreements made by the District except as set forth in or contemplated by this Agreement.

Further Assurances – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.

Agreement Runs with Lands – This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands.

Equitable Remedies – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

No Joint Venture – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.

Applicable Law – The laws of British Columbia (including, without limitation, the Manufactured Home Park Tenancy Act) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

Deed and Contract – By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

Joint and Several – If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

Limitation on Owner’s Obligations – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

District of Tofino Housing Agreement Bylaw No. 1276, 2020
MEARES VISTA INN by its authorized signatory(ies):

____________________________
Name: _______________________

____________________________
Name: _______________________

Date: _________________________

DISTRICT OF TOFINO by its authorized signatory(ies):

____________________________
Name: _______________________

____________________________
Name: _______________________

Date: _________________________
SCHEDULE C

STATUTORY DECLARATION (OCCUPANCY OF SECURED RENTAL SITE)

IN THE MATTER OF A HOUSING AGREEMENT WITH THE CORPORATION OF THE DISTRICT OF TOFINO ("Housing Agreement")

TO WIT:

I, __________________________ of ______________________, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of 760 and 770 Campbell Street, Tofino, British Columbia (the "Lands"), and make this declaration to the best of my personal knowledge.

2. This declaration is made pursuant to the Housing Agreement in respect of the recreational vehicles sites located on the Lands (the "Secured Rental Sites").

3. For the period from ______________ to ______________ the Secured Rental Sites were occupied only by the tenants whose names and current addresses and whose current addresses appear below:

   [Names, addresses and phone numbers of all permitted tenants by site number with the "Qualified Tenant" for the purposes of the Housing Agreement indicated]

4. I acknowledge and agree to comply with the Owner’s obligations under the Housing Agreement, and other charges in favour of the District noted or registered in the Land Title Office against the land on which the Secured Rental Sites are situated and confirm that the Owner has complied with the Owner’s obligations under the Housing Agreement.

5. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the Canada Evidence Act.

DECLARED BEFORE ME at ______________, in the Province of British Columbia, this ______ day of _____________, 20__.

____________________________________
A Commissioner for Taking Affidavits in the Province of British Columbia

DECLARANT

District of Tofino Housing Agreement Bylaw No. 1276, 2020
DISTRICT OF TOFINO
TEMPORARY USE PERMIT

TO:  Beckingham Properties Incorporated, Inc. No. BC1077383
     5029 Argyle Street, Port Alberni, BC, V9Y 1E6

AND

First Meridian Bancorp Ltd., Inc. No. BC0483995
835 Flamingo Drive, Qualicum Beach, BC, V9K 2B5

1. This TEMPORARY USE PERMIT applies to, and only to, LOTS 3 AND 4, DISTRICT LOT 115,
   CLAYOQUOT DISTRICT, PLAN 15811, and any and all buildings, structures and other
development thereon.

2. This Temporary Use Permit is issued pursuant to section 493 of the Local Government Act.

3. This Temporary Use Permit is issued subject to compliance with all applicable District of Tofino
   Bylaws.

4. This permit does not relieve an owner or occupier from obtaining any other approvals required
   by any other jurisdiction, or from meeting any other applicable regulations.

5. This permit shall expire 1 year from the date this permit is issued.

6. The permit holder, as a condition of issuance of this Permit, agrees to comply with the
   requirements and conditions of Schedules No. 1-4, which are attached hereto and form part of
   this permit.

7. The land described herein shall be developed strictly in accordance with the terms and
   conditions and provisions of this Permit.

8. If the Permit or its successor(s) in title does not substantially commence any construction with
   respect to which this permit was issued within six months after the date it was issued, the
   Permit shall lapse.

9. This Permit prevails over the provisions of the Bylaw in the event of conflict.

10. Notice shall be filed in the Land Title Office under section 503 of the Local Government Act, and
    upon such filing, the terms of this Permit or any amendment hereto shall be binding upon all
    persons who acquire an interest in the land affected by this Permit.

11. This Permit is NOT a Building Permit.

12. This Permit is NOT a Development Permit.
Authorizing resolution passed by Mayor and Council on _____ day of ___, 2019

Issuance Date __________________            Authorizing Signature __________________________
Schedule 1
Required Undertaking

TO THE DISTRICT OF TOFINO:

I, ________________, authorized signatory Beckham Properties Incorporated, Inc. No. BC1077383 and First Meridian Bancorp Ltd., Inc. No. BC0483995, LOTS 3 AND 4, DISTRICT LOT 115, CLAYOQUOT DISTRICT, PLAN 15811 (760 and 770 Campbell Street) hereby undertake as a condition of issuance of our Temporary Use Permit to:

a) Cease use after the termination date set out on the Temporary Use Permit.

b) Abide by all conditions of the Temporary Use Permit.

We understand that should we not fulfill the undertakings described herein, the District of Tofino or its agents may enter upon the land described on the Temporary Use Permit and perform such work as is necessary to eliminate the temporary use and bring the use and occupancy of the land in compliance with the District of Tofino Zoning Bylaw No. 770 (1997), as amended, and that any securities submitted by us to the District pursuant to the Temporary Use Permit shall be forfeited and applied to the cost of restoration of our land as herein set out.

We further understand that in the event of a default of the conditions contained within the Temporary Use Permit by ourselves we shall forfeit any securities submitted by us to the District of Tofino.

This undertaking is attached hereto and forms part of the Temporary Use Permit.

DATE

OWNERS

WITNESS

________________________________________

________________________________________

________________________________________
As a condition of the issuance of this Permit, the District of Tofino is holding a security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Permittee and be paid to the Permittee if the security is returned. The condition of the posting of the security is that should the Permittee fail to carry out the development hereby authorized according to the terms and conditions of the Permit within the time provided, the District of Tofino may use the security to carry out the work by its servants, agents, or contractors, and any surplus shall be paid over to the Permittee; or should the Permittee carry out the development permitted by this Permit within the set time set out above, the security shall be returned to the Permittee. There is filed accordingly:

1. A Letter of Credit or the deposit of securities in a form satisfactory to the local government deposited into a GIC account, to be held for one year in the amount of $5,000.00. The purpose of the security is to cover any associated costs to the District of Tofino with respect to the removal of any temporary structures, and to guarantee the performance of the terms of the Temporary Use Permit.
Schedule 3
Terms of Temporary Use Permit

Conditions

1. The permitted temporary use shall be limited to the following;
   a. Eight (8) staff accommodation trailer or staff accommodation Recreational Vehicle (RV) sites; and,
   b. Twenty (20) occupants.

2. The proposed staff accommodation campground is only to be inhabited by employees working in the District of Tofino. For clarity, this permit does not authorize a commercial campground open to the general travelling public. The minimum length of stay is 30 consecutive days.

3. No other temporary uses other than the above mentioned uses are permitted.

4. All commercial uses shall be required to obtain a District of Tofino Business License.

5. No District of Tofino Business License may be issued with respect to the proposed temporary use of the subject property prior to meeting all of the conditions of this Permit.

6. A Housing Agreement shall be entered into by the owner and the District of Tofino defining a Qualified Tenant and establishing a maximum monthly rent.

7. No person shall make, allow, or cause to be made any loud, objectionable, or unnecessary noise anywhere within the Campground which may disturb the peace, quiet, rest, enjoyment, comfort, and/or convenience of the neighborhood between the hours of 10 pm of one day and 7 am of the next day.

8. Nothing shall be done which is, or will become, an annoyance or nuisance to the surrounding areas by reason of unsightliness, the emission of odours, dust, liquid effluent, fumes, smoke, vibration, noise or glare, nor shall anything be done which creates or causes a health, fire or explosion hazard, electrical interference or undue traffic congestion.

9. A manager or caretaker must reside onsite and their telephone and email contact shall be provided to the District and updated as required.

10. Each RV site shall be serviced with 20-30 amp power and water connections.

11. All RV’s must be self-contained, include a sink, and be connected to water and power.

12. Access must be provided to occupants to the Meares Vista Inn bathroom and shower facilities indicated on the site plan attached as Schedule 4.

13. No additional drainage is to be directed to the Ministry’s Pacific Rim Hwy 4 drainage system.
14. Access is to be provided from the current access point to the Meares Vista Inn. No additional access is permitted from Campbell Street.

15. Access roads must be kept clear so that fire apparatus can access the RV area.

16. Existing vegetation must be retained, and shall be left in its natural state and undisturbed in so far as it reasonably possible to do so except for the removal of any vegetation of a dangerous nature. Vegetation may be cleared for the RV sites and access road.

17. At least one integral battery-operated smoke alarm shall be installed in each Recreation Vehicle. The smoke alarm shall be listed and marked on the device as being suitable for installation in recreational vehicles under the requirements of ANSI/UL 217.

18. All Recreation Vehicles shall be equipped with a CO alarm listed and marked on the device as being suitable for use in recreational vehicles under the requirements of ANSI/UL 2034 or CSA 6.19 and installed according to the terms of its listing.

19. Each Recreation Vehicle shall be equipped with a listed portable fire extinguisher with a minimum rating of 10-B:C. Δ 6.4.1.3. Fire extinguishers shall be located in the recreational vehicle interior within 24 inches of the opening of the primary means of escape.

20. Accessible fire extinguishers must be mounted in a conspicuous area outdoors within 70 metres of travel to any Recreation Vehicle.

21. No campfire pits to be located in the Recreational Vehicle area.

22. Minimum 6 feet of space on all sides of each Recreation Vehicle to allow for fire department access.

23. The fire chief of his/her direct report may inspect the Recreation Vehicle for safety and compliance purposes with 24 hours notice at all times of the year.

24. A site plan with all setbacks, roads, buildings, and sites identified and numbered shall be submitted with a business license application.

25. All Recreational Vehicle sites must be clearly delineated and numbered.

26. At least one animal resistant garbage dumpster and one receptacle for recyclables must be provided on site.

27. All garbage equipment must be kept in a state of good repair and cleanliness.

28. All exterior lighting must conform to the District’s Dark Sky Policy.
Schedule 4
Site Plan
District of Tofino
REPORT TO COUNCIL

MEETING DATE 14/01/2020

TO Mayor & Council  File No: C&C-02 Council
FROM Corporate Services
TITLE Municipal Alcohol Policy Development

RECOMMENDATION

THAT the report titled “Municipal Alcohol Policy Development” dated January 14, 2020, be received for information.

CAO’S COMMENTS

I concur with the recommendation of the Manager of Corporate Services.

PURPOSE

This report presents a budget, timeline and consultation plan intended for the development of a municipal alcohol policy for Council’s consideration.

2019-2022 STRATEGIC PLAN

Strategic Plan Goal:
Community Life.

Strategic Priority:
Support community members to improve their health and wellbeing.

FINANCIAL IMPACTS

Staff anticipate that the consultation and policy development outlined in this report will cost approximately $600.00 to be funded from administrative general expenditure budgets.

Staff time from Corporate Services, Recreation, Bylaw, PSCVI and the Fire Chief will be required throughout the project, and is detailed further in this report.

BACKGROUND

At the November 12, 2019, regular meeting, Council passed the following resolution:

Resolution No. 451/19
THAT staff be directed to bring forward options for a Municipal Alcohol Policy, including a timeline, budget, and consultation plan, for Council’s consideration.
A review of the background and B.C. context of municipal alcohol policies was presented at the December 2, 2019, Committee of the Whole Meeting.

At the December 10, 2019 regular meeting, Council passed the following resolution:

Resolution No. 489/19
THAT staff be directed to focus a Municipal Alcohol Policy on public health and safety considerations for events on municipal property.

DISCUSSION

The following discussion introduces a timeline, consultation plan and budget for the municipal alcohol policy project.

Timeline

Staff is proposing the following 5-6 month series of events for the development of a MAP:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Draft Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roundtable with Public Health / Safety Stakeholders</td>
<td>February, 2020</td>
</tr>
<tr>
<td>Roundtable with Event Producers</td>
<td>February/March, 2020</td>
</tr>
<tr>
<td>Compile “What We Heard” and a draft policy</td>
<td>March, 2020</td>
</tr>
<tr>
<td>Present draft policy at a Committee of the Whole meeting</td>
<td>April, 2020</td>
</tr>
<tr>
<td>• Receive feedback from the Committee</td>
<td></td>
</tr>
<tr>
<td>Finalize policy and implementation plan for adoption:</td>
<td>May-June, 2020</td>
</tr>
<tr>
<td>• Draft consequential amendments to District policies and bylaws (Community Hall Use Policy; Delegation of Authority Bylaw)</td>
<td></td>
</tr>
<tr>
<td>• Create deliverables and supporting materials</td>
<td></td>
</tr>
<tr>
<td>• Advertise to event producers and public</td>
<td></td>
</tr>
<tr>
<td>Review</td>
<td>2021</td>
</tr>
</tbody>
</table>

Consultation

Staff will communicate with and solicit different levels of involvement from the three identified audience groups: stakeholders, the general public, and staff.

Stakeholders: As the focus of the MAP is on health and safety concerns, staff is proposing to facilitate two separate roundtables for stakeholder groups that may be interested in and affected by the policy:

1. Primary stakeholder participation will be drawn from the public health and enforcement sectors (i.e. RCMP, Hospital, Fire, BCAS, Medical Health Officer, etc.). In order to ensure the aspirations, issues and concerns of this group are dealt with throughout the policy’s formation, staff is proposing to directly involve this group in developing policy alternatives for the following:
   a. Management procedures and guidelines for serving alcohol;
   b. Designation of properties or events where alcohol may or may not be served;
   c. Prevention and harm reduction strategies for alcohol related concerns.

2. Secondary stakeholder participation is meant to inform and consult with event producers about the policy alternatives developed with the public health and safety group. Staff will seek feedback from secondary stakeholders such as the Recreation Commission, Clayoquot Sound Community Theatre Society, and the Events, Arts, Culture and Heritage Working Group. This feedback will be
used to understand the impacts of proposed policies on event producers.

Staff will produce a short “What We Heard” document from both groups that will be used to inform policy recommendations to Council.

**Public:** The public will be kept informed of the District’s activities through regular communication channels such as the District email subscription list, social media accounts, and website.

**Staff:** This project will entail staff time from several departments. Work will be coordinated through an inter-departmental working group of District staff who will provide key input in the development of a successful municipal alcohol policy. This working group may be involved in one or both stakeholder engagement sessions, and include representatives from:

- Recreation – as programmers of the Community Hall and liaisons to the Recreation Commission.
- PSCVI – as primary contacts for event producers and delegates authorized to permit recurring events on municipal property.
- Bylaw Enforcement – as enforcement of public property use, parking and noise bylaws.
- Fire Chief – as local assistant to the Fire Commissioner for determining occupancy load and first responder issues.

**Budget**
The budget for this project is approximately $600.00 to cover advertising in print and online, and meeting refreshments for invited stakeholders. This project does not involve significant legal implications and staff has not included a budget for a legal review of policy or consequential bylaw revisions. Staff time will be allocated from the departments indicated in the section above.

**CONCLUSION**

This report presents a proposed timeline, consultation plan and budget for the development of a municipal alcohol policy for Council’s consideration.

**OPTIONS**

1. Receive this report for information. (No resolution is required).
2. Otherwise direct staff to amend one or more aspects of the proposal. (A resolution is required).

Respectfully submitted,

Elyse Goatcher-Bergmann, Manager of Corporate Services
Housing Agreement Bylaw No. 1275, 2019

Effective Date – XXXX, 2019
DISTRICT OF TOFINO

BYLAW NO. 1275, 2019

A Bylaw to enter into a Housing Agreement under Section 483 of the Local Government Act

WHEREAS pursuant to Section 483 of the Local Government Act, the District may by bylaw enter into a housing agreement under that section;

AND WHEREAS the District of Tofino wishes to enter into a housing agreement with respect to that land legally described as Parcel Identifier: 000-251-861, Lot 1, District Lot 132, Clayoquot District, Plan 33516;

NOW THEREFORE the Council of the District of Tofino, in open meeting assembled, enacts as follows:

1. **Name**

   The name of this Bylaw for citation purposes is “District of Tofino Housing Agreement Bylaw No. 1275, 2019.”

2. **Authorization**

   1. Council hereby authorizes the District to enter into a housing agreement under Section 483 of the Local Government Act, with respect to the land legally described as Parcel Identifier: 000-251-861, Lot 1, District Lot 132, Clayoquot District, Plan 33516, in substantial conformance to the form attached as Schedule A to this bylaw (the “Housing Agreement”).

   2. The Mayor and Corporate Officer are authorized to execute, on behalf of the District, the Housing Agreement and all further documents necessary or desirable to give effect to the Housing Agreement and to file in the Land Title Office a notice of the Housing Agreement as required by the section 483(S) of the Local Government Act.

3. **Effective Date**

   This Bylaw shall come into force and effect on xxxx, 2019

   READ A FIRST TIME on December 10th, 2019

   READ A SECOND TIME on December 10th, 2019

   READ A THIRD TIME on December 10th, 2019

   ADOPTED on xxxx, 2019

   Josie Osborne, Mayor

   Robert MacPherson, Corporate Officer

Housing Agreement Bylaw No. 1275, 2019
SCHEDULE A

PART 2 - TERMS OF INSTRUMENT

AFFORDABLE HOUSING AGREEMENT, SECTION 219 COVENANT AND RENT CHARGE, INDEMNITY, OPTION TO PURCHASE, AND RIGHT OF FIRST REFUSAL

THIS AGREEMENT dated for reference the day of , 2019 is

BETWEEN:

DISTRICT OF TOFINO, 121 Third Street, PO Box 9, Tofino, B.C., V0R 2Z0

(the “District”)

AND:

Tofino Housing Corporation, 121 Third Street, PO Box 9, Tofino, B.C., V0R 2Z0

(the “Owner”)

WHEREAS:

A. The Owner is the registered owner of the Land (as hereinafter defined);

B. Pursuant to section 483 of the Local Government Act, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;

C. Section 219 of the Land Title Act permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land;
D. The Owner and the District wish to enter into this Agreement to provide for restricted affordable housing on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under section 219 of the Land Title Act and a housing agreement under section 483 of the Local Government Act;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of $1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree as follows:

PART I – DEFINITIONS

1. In this Agreement, the following words have the following meanings:

(a) “Affordable Housing Funder” means an institution or agency who provides a grant or preferential rate loan to support the development of Affordable Rental Housing on the Land.

(b) “Affordable Rental Housing” means dwelling units rented as Affordable Rental Housing in accordance with Part II herein, to be used and occupied in accordance with this Agreement;

(c) “Dispose” means to transfer by any method, and includes assign, give, sell, grant, charge, convey, bequeath, devise, divest, and agree to do any of those things;

(d) “Full-time” means an average of at least 26 hours per week, year-round, and in the case of self-employment, means employment from which an individual earns at least 90% of his or her annual income

(e) “General Instrument” means the Form C under the Land Title (Transfer Forms) Regulation, as amended, and all schedules and addenda to the Form C charging the Land and attaching this Agreement;

(f) “Gross Annual Household Income” means the total before tax income of all adults (19 years and older) living in the Affordable Rental Housing unit.

(g) “Land” means the land legally described as Parcel Identifier: 000-251-861, Lot 1, District Lot 132, Clayoquot District, Plan 33516

(h) “Qualified Person” means an individual who:
(i) has lived in the Alberni Clayoquot Regional District for a minimum of 24 months out of the previous 36 months;

(ii) has been working Full-Time for more than one (1) year with one or more businesses or institutions within the District of Tofino, provided the businesses or institutions hold, if required, a valid business license from the District of Tofino, or with Island Health or with Parks Canada at Pacific Rim National Park or with BC Parks in the Parks and Protected Areas in the Tofino area, or he or she is a Senior or is receiving disability assistance under the Employment and Assistance for Persons with Disabilities Act;

(iii) he, she, or his or her spouse or common law partner does not own, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world; and

(iv) has a gross annual household income of not more than:

(A) $48,400, to qualify for occupancy in respect of a one bedroom unit; and
(B) $53,900 to qualify for occupancy in respect of a one bedroom and den unit; and
(C) $77,000 to qualify for occupancy in respect of a two bedroom unit; and
(D) $85,500 to qualify for occupancy in respect of a two bedroom and den or larger unit; and except that the amounts in A through D above can be adjusted by the percentage change in the Housing Income Limits for Nanaimo (as published by BC Housing) from 2019 to the calendar year preceding the day a Tenancy Agreement is entered into in respect of a unit.

(i) “Senior” means an individual 55 years of age or older.

(j) “Tenancy Agreement” means a tenancy agreement, lease, license, or other agreement granting rights to occupy an Affordable Rental Housing unit;

(k) “Tenant” means an occupant of an Affordable Rental Housing unit by way of a Tenancy Agreement.

PART II – USE OF LAND AND CONSTRUCTION OF AFFORDABLE RENTAL HOUSING UNITS

2. The Owner covenants and agrees with the District that:

(a) the Land will only be used for Affordable Rental Housing;

(b) the Owner will design and construct the Affordable Rental Housing to completion in accordance with District of Tofino Building Bylaw No. 940, 2003, as amended or replaced from time to time;
(c) the Owner will at all times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the District and all federal, provincial, municipal, or local laws, statutes, or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria, or the like promulgated under or pursuant to any such laws; and

(d) the Owner will make reasonable commercial efforts, at the Owner’s expense, to ensure that this Agreement will be registered against title to the Land in priority to all charges and encumbrances which may have been registered or are pending registration against title to the Land, save and except those specifically approved in writing by the District or in favour of the District.

PART III – USE AND OCCUPANCY OF AFFORDABLE RENTAL HOUSING

3. The Owner agrees that any dwelling unit on the Land may only be used as a permanent residence occupied by one or more Qualified Persons or persons as defined by agreement with an Affordable Housing Funder, and by one or more additional persons who are not Qualified Persons but who are residing with the Qualified Person(s) in a single domestic unit and related by blood, marriage or other spousal relationship, adoption, or foster parenthood. The Owner further agrees that the number of Qualified Persons who permanently reside in the Affordable Rental Housing unit must be equal to or less than the number of Qualified Persons that the District’s building inspector determines (acting reasonably) can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Rental Housing unit and in light of any relevant standards set by the District in any bylaws of the District.

4. Notwithstanding anything to the contrary contained in this Agreement, if there are no Qualified Persons prepared to rent an Affordable Rental Housing unit then the unit may rented to another person who meets clause iii of the Qualified Person definition and who has full-time employment with one or more businesses or institutions within the District of Tofino, provided the businesses or institutions hold, if required, a valid business license from the District of Tofino, or he or she works Full-Time with Parks Canada at Pacific Rim National Park, or with Island Health, or with BC Parks in the Parks and Protected Areas in the Tofino area, the Owner may rent the Affordable Rental Housing unit to such potential tenant, giving priority to those potential tenants who have lived in the Alberni Clayoquot Regional District for a minimum of 24 out of the last 36 months, provided that the Affordable Housing Unit is rented or leased in accordance with all other requirements of this Agreement and any maximum income or other eligibility requirements stipulated by an Affordable Housing Funder.
5. Notwithstanding anything to the contrary contained in this Agreement, if there are no Qualified Persons as herein defined nor any persons as defined by clause 4 prepared to rent an Affordable Rental Housing unit then the unit may rented to another person who meets clause iii of the Qualified Person definition who meet the maximum income household thresholds stipulated by section iv of Qualified Person definition and to persons who are currently working in the Alberni Clayoquot Regional District or he or she is a Senior or is receiving disability assistance under the Employment and Assistance for Persons with Disabilities Act, the Owner may rent the Affordable Rental Housing unit to such potential tenant provided that the Affordable Rental Housing unit is rented or leased in accordance with all other requirements of this Agreement and any maximum income or other eligibility requirements stipulated by an Affordable Housing Funder.

6. Notwithstanding anything to the contrary contained in this Agreement, if there are no Qualified Persons as herein defined nor any persons as defined by clause 4 or 5 prepared to rent an Affordable Rental Housing unit then the Owner may rent the unit to another person, provided that the Affordable Rental Housing unit is rented or leased in accordance with all other requirements of this Agreement and any maximum income or other eligibility requirements stipulated by an Affordable Housing Funder.

7. Within five (5) business days after receiving notice from the District, the Owner will in respect of each Affordable Rental Housing unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule C, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of an Affordable Rental Housing unit no more than two (2) times in any calendar year. The Owner agrees to provide, when so requested by the District, all information it has obtained from Tenants to satisfy the Owner that the Tenant is eligible as per the terms of this Agreement to rent and occupy the Affordable Rental Housing unit, as well as documentation to confirm it followed the tenant screening procedures as outlined in this Agreement. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.

8. If the Owner cannot comply with the occupancy requirements for any Affordable Rental Housing unit for reasons of hardship, the Owner may request that the District alter the Owner’s obligations with respect to that Affordable Rental Housing unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part XI herein. The Owner must deliver the request in writing in accordance with section 23 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner’s request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.
PART IV – RENTAL OF AFFORDABLE RENTAL HOUSING

9. The Owner must not rent or lease any Affordable Rental Housing except to a Qualified Person in accordance with section 3, or a another person in accordance with section 4, 5 or 6, and except in accordance with the following additional conditions:

(a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;

(b) the monthly rent payable for the Affordable Rental Housing will not exceed:

(i) $1100 for a one bedroom unit; and
(ii) $1225 for a one bedroom and den unit; and
(iii) $1750 for a two bedroom unit; and
(iv) $1950 for a two bedroom and den or larger unit,

provided that the amounts in (i) through (iv) above may be increased for a vacant unit by the percentage change from the 2019 Housing Income Limits for Nanaimo ("Nanaimo HILs"), as published annually by BC Housing, to the most recently published Nanaimo HILs.

(c) the Owner will not require the Tenant to pay any extra charges or fees for use of any common property, limited common property, or other common area, or for sanitary sewer, storm sewer, or property taxes. For clarity, this section does not apply to cablevision, telephone, Internet, water, hot water, parking or electric utility fees or charges;

(d) Nothing in this Agreement will prevent the Owner from raising rents in accordance with rules and procedures of the Residential Tenancy Act, provided the percent the rents can be raised for occupied units cannot exceed the percent change from the two most recently published Nanaimo HILs.

(e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;

(f) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the Residential Tenancy Act if the Tenant uses or occupies, or allows use or occupation of, the Affordable Rental Housing unit in breach of the use and occupancy restrictions contained in this Agreement;

(g) the Tenancy Agreement will identify all occupants of the Affordable Rental Housing unit, and will stipulate that anyone not identified in the Tenancy Agreement will...
be prohibited from residing at the Affordable Rental Housing unit for more than seven (7) consecutive days or more than a total of fifteen (15) days in any calendar year;

(h) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where the Affordable Rental Housing unit is occupied by more than the number of people the District’s building inspector determines (acting reasonably) can reside in the Affordable Rental Housing unit given the number of size of bedrooms in the Affordable Rental Housing unit and in light of any relevant standards set by District bylaw;

(i) the Tenancy Agreement will provide that the Owner will have the right, at the Owner’s option, to terminate the Tenancy Agreement should the Tenant remain absent from the Affordable Rental Housing unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;

(j) the Tenancy Agreement will provide that the Tenant will not sublease the Affordable Rental Housing unit or assign the Tenancy Agreement; and

(k) the Tenancy Agreement will provide that the Tenant agrees for the Owner to release, if required, all information provided by the Tenant to confirm his or her and his or her household’s eligibility to rent the Affordable Rental Housing unit to the District of Tofino.

(l) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand, providing it is permitted to do so under applicable privacy laws.

10. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Affordable Rental Housing unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the Residential Tenancy Act. Notwithstanding, in the event that an existing Tenant’s income exceeds the maximum gross household income the Owner will be entitled to allow that Tenant to remain in occupancy under the Tenancy Agreement for a further 12 months. If upon expiry of this period the Tenants income for the previous year still exceeds the maximum gross household income then the Owner will terminate the Tenancy Agreement and providing the Tenant with notice as required under the Residential Tenancy Act.

11. The District may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.

12. The Owner will be solely responsible for screening Tenants to determine whether or not they qualify to occupy the Affordable Rental Housing in accordance with this Agreement and the Tenant Screening and Selection Procedures attached as Schedule D.

PART V - INTERPRETATION
13. In this Agreement:

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

(b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;

(c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;

(d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;

(e) the provisions of section 25 of the Interpretation Act with respect to the calculation of time apply;

(f) time is of the essence;

(g) all provisions are to be interpreted as always speaking;

(h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;

(i) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and

(j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

PART VI – MISCELLANEOUS

14. Housing Agreement – The Owner acknowledges and agrees that:

(a) this Agreement constitutes a covenant under section 219 of the Land Title Act and a housing agreement entered into under section 483 of the Local Government Act;
(b) where an Affordable Rental Housing unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the *Local Government Act* in the LTO against title to the Affordable Rental Housing unit; and

15. **Modification** – This Agreement may be modified or amended from time to time, by bylaw duly passed by the Council of the District, if it is signed by the District and a person who is the current registered owner of the Land.

16. **Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Rental Housing units and will permit representatives of the District to inspect the Affordable Housing Rental units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Rental Housing units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.

17. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

   (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;

   (b) the Owner’s ownership, lease, operation, management, or financing of the Land or any Affordable Rental Housing unit; or

   (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.

18. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Affordable Housing Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.

19. **Survival** – The obligations of the Owner set out in sections 17 and 18 will survive termination of this Agreement.
20. **District Powers Unaffected** – This Agreement does not:

(a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;

(b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;

(c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Affordable Rental Housing unit; or

(d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

21. **Agreement for Benefit of District Only** – The Owner and the District agree that:

(a) this Agreement is entered into for the benefit of the District;

(b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier, or user of the Land or any Affordable Rental Housing unit;

(c) the District may at any time execute a release and discharge of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

22. **No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

23. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the District addressed as follows:

   District of Tofino

   121 Third Street

   PO Box 9

   Tofino, B.C. V0R 2Z0
Attention: Manager of Community Sustainability

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.

24. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.

25. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

26. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.

27. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Affordable Rental Housing units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.

28. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.

29. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.

30. **Limitation on Owner’s Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

31. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
32. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.

33. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.

34. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.
SCHEDULE C

STATUTORY DECLARATION

CANADA
PROVINCE OF BRITISH COLUMBIA

IN THE MATTER OF A HOUSING AGREEMENT WITH THE
DISTRICT OF TOFINO ("Housing Agreement")

I, ____________________________ of ___________________________, British Columbia, do solemnly declare that:

1. I am the owner of ____________________________ (the "Affordable Rental Housing" unit), and make this declaration to the best of my personal knowledge.

2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Rental Housing unit.

3. For the period from ___________ to ___________ the unit was occupied only by Qualified Persons or other eligible persons (as defined in the Housing Agreement).

4. The principal Tenant was selected according to the terms of the Housing Agreement and deemed to be a

   □ Qualified Person
   □ eligible person per Part III, Section 4 (1st priority – lived in ACRD 24 out of past 36 months)
   □ eligible person per Part III, Section 4 (2nd priority – didn’t live in ACRD 24 out of past 36 months)
   □ eligible person per Part III, Section 5
   □ eligible person per Part III, Section 6

5. The rent charged each month for the Affordable Rental Housing unit is as follows:

   (a) the monthly rent on the date 365 days before this date of this statutory declaration:
       $__________ per month;

   (b) the rent on the date of this statutory declaration: $__________.
6. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the land title office against the land on which the unit is situated and confirm that the Owner has complied with the Owner's obligations under these Agreements.

7. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the Canada Evidence Act.

DECLARED BEFORE ME at

______________, British Columbia,

this __ day of _____________

A Commissioner for taking Affidavits

For British Columbia
SCHEDULE D

TENANT SCREENING AND SELECTION PROCEDURES

1. From the commencement of construction the availability of the rental housing at the Project will be promoted by way of on-site signage and other marketing channels including the Owner and partner websites and a project specific website. Interested parties will be able to register their interest on-line.

2. Between three and six months prior to anticipated project completion all parties who have registered their interest will be contacted and invited to submit an application. Applications received by a specified application deadline will be randomly ordered and screened in that order and all subsequent applications will be screened in the order received. After one month from the date of notifying those who have registered interest, an on-line application form will be made available for interested parties who have not yet registered.

3. When applications are received they will be screened for all eligibility requirements including residency, employment, income, and occupancy guidelines. For any applicant who is a Qualified Person, whose household meets occupancy guidelines and whose credit and reference checks are satisfactory, then an offer of tenancy will be made. Screening order will determine tenant selection priority where credit and reference checks are acceptable and household size is identical.

4. Offers of tenancy will only be made to non-Qualified Persons if all units have not been allocated to Qualified Persons two-months prior to the planned date of initial occupancy. Tenancy offers will be made to these applicants based first on the prioritisation of non-Qualified Persons specified in Sections 4, 5 and 6 and second based on screening order.

5. Following the initial occupancy, a wait list of interested parties will be maintained and when a home becomes available those on the waitlist will be contacted. Operation procedures will be established that provide Qualified Persons the first opportunity for a new tenancy with non-Qualified Persons provided subsequent opportunities as per the prioritisation in Section 4,5,6. These procedures must not be overly burdensome to administer and should do not result in units being empty while there are still interested parties on the waitlist.
The Corporation of the District of Tofino
NOTICE OF MOTION

MEETING DATE: January 14, 2020
FROM: Councillor Chalmers and Mayor Osborne

1. THAT the 2020 Tofino Council Grants be capped at $20,000 and limited to one application of up to $2,000 per eligible organization, and that $5,000 be reserved for a new Neighbourhood Emergency Preparedness Grant program.

2. THAT staff be directed to prepare a policy for Council’s consideration for Neighbourhood Emergency Preparedness Grants, the first of which is to be disbursed by Fall 2020.

COUNCIL STRATEGIC PLAN GOALS

Community Life: Enhance Tofino’s disaster resilience
Support community members to improve their health and wellbeing

FINANCIAL IMPACTS

Staff time will be required to prepare a grant policy and administer a new grant program.
Staff time will likely be required to assist with the development of neighborhood preparedness plans.

BACKGROUND

Over the past several years, the District of Tofino has made much progress in emergency planning and preparedness. Each year, the District of Tofino participates and hosts a range of emergency preparedness activities such as the High Ground Hike, Emergency Preparedness Week, and Shake Out BC. The District is continuously looking for ways to engage the public and provide useful information to help residents and businesses become better prepared for a major emergency. As the District’s own website states, “the most immediate help following a disaster will come from those directly around - your neighbours. Connecting with them today, and working together to prepare, will mean a better response and faster recovery.”

The Clayoquot Biosphere Trust’s “Neighbourhood Small Grants” program has twice funded neighbourhood-level events designed to help with preparedness planning (Ocean Park and Yew Wood), demonstrating that there is interest amongst Tofino residents in this topic.

DISCUSSION

Many larger municipalities offer neighbourhood preparedness resources to their residents as part of their emergency preparedness programs, recognizing as Tofino does that people cope better during a disaster, and recover more quickly afterwards, when they work together. Reprofiling a small portion of Tofino’s Council Grant program is an efficient and effective way of building community well-being and resiliency that meets both the intent of the Council grant program as well as a key Council strategic objective (increasing disaster
Research also demonstrates that neighbourhood preparedness planning has co-benefits of increasing resiliency for climate adaptation, increasing social cohesion and capital (in other words, making better, closer neighbours who can be relied upon), and improving public health.

The Council Grant policy renders individuals or groups of individuals ineligible for applying unless they are sponsored by a not-for-profit organization. In addition, Council Grants are typically directed to projects or programs that are widely accessible by community members, whereas a Neighbourhood Preparedness Plan is by necessity limited to a small group of residents. After discussion with staff on best approaches, we recommend that a separate policy for Neighbourhood Preparedness Plan grants be developed. While a new grant program will still meet the spirit and intent of Council Grants, a separate policy will make it more clear how these funds can be used without confusing the larger Council Grant program. We further suggest that applications for Council Grant funding be limited to one per organization (this is not stipulated in the current policy) of up to $2,000 (this is suggested but not required in the current policy) in order to stretch the $20,000 for general Council Grants as widely as possible.

We suggest that a new program run for at least three years, being ‘tested’ in 2020 and the policy amended as required. We also suggest that a portion of the funds may be required to develop a Tofino Neighbourhood Preparedness toolkit, and that collaboration on a regional toolkit could also be possible (as has been done in the Regional District of Nanaimo to include the municipalities of Qualicum Beach and Parksville).

Respectfully submitted,

Councillor Chalmers and Mayor Osborne

Appendices:


Tofino’s Emergency Planning and Preparedness website: http://www.tofino.ca/emergencypreparedness

The Corporation of the District of Tofino

NOTICE OF MOTION

MEETING DATE January 14, 2020
FROM Mayor Osborne
TITLE Child Care Space Creation

1. THAT Tofino Council write the Minister of Children and Families and the Minister of State for Childcare to provide a brief summary of findings for the West Coast from the ACRD’s 2019 Child Care Needs Assessment and to request that the provincial government expedite the implementation of universal child care.

2. THAT staff be directed to initiate dialogue with School District 70 staff regarding opportunities for childcare space creation on school district lands, and report back to Council.

3. THAT staff be directed to bring forward amendments to “District of Tofino Zoning Bylaw No. 770, 1997” to update definitions of licenced childcare uses that are permitted to be operated in personal residences to achieve consistency with the Community Care and Assisted Living Act and Child Care Licensing Regulation.

4. THAT staff be directed to report back to Council on options to amend “District of Tofino Zoning Bylaw No. 770, 1997” to add commercial child care as a permitted use in certain zones, such as some P-Zones and C-Zones.

5. THAT Tofino Council request that the Alberni-Clayoquot Regional District lead the development of a regional or sub-regional committee or task force, through an existing committee such as the Alberni-Clayoquot Health Network if necessary, to explore the recommendations in the ACRD’s 2019 Child Care Needs Assessment and report back to the region’s local governments and First Nations as appropriate.

COUNCIL STRATEGIC PLAN GOALS

Community Life: Increase access and opportunities for high quality, affordable child care in Tofino

FINANCIAL IMPACTS

Staff time will be required to undertake dialogue with SD70 and Island Health, and to prepare reports for Council.

BACKGROUND AND DISCUSSION

Tofino Council has prioritized access to affordable, high quality child care by Tofino families in its 2019-2022 Strategic Plan. Through the annual municipal budget, Council has prioritized resources for the Tofino Community Children’s Centre to ensure that a high-quality child care facility can be operated with excellent staff and sufficient funding for equipment and supplies, at reasonable rates for Tofino families (particularly given the child care subsidy programs now available from the Province). In the last year, Council has received
and discussed several letters and delegations from Tofino families regarding the lack of sufficient spaces, discussed space creation funding opportunities from the Province and UBCM, and formally supported the Alberni Clayoquot Regional District in their regional 2019 Child Care Needs Assessment.

Through a detailed inventory and assessment, the ACRD’s report verifies and documents what is widely known: there is a shortage of licenced child care spaces in Tofino, particularly in the 0-36 month age range, and for before- and after-school child care. To achieve 40% space availability (whereby 40% of Tofino’s children are in licensed child care), the report recommends adding spaces as outlined in Table 1 below.

<table>
<thead>
<tr>
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<th>2019 actual spaces</th>
<th>Year 1 Target*</th>
<th>Year 2 Target*</th>
<th>Years 3-5 Target*</th>
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<td>Group Child Care (0-36 months)</td>
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<td>Add 24</td>
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<tr>
<td>Group Child Care (36 months – school age)</td>
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<tr>
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<tr>
<td>Family Child Care</td>
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<td>Add 3-4</td>
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<tr>
<td>In-Home Multi-Age</td>
<td>15</td>
<td></td>
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</tbody>
</table>

* These numbers are half the West Coast targets (Tofino-Ucluelet combined). All targets are estimates based on the best information available.

The ACRD’s 2019 Child Care Assessment recommends the creation of new spaces in two main ways: by public institutions (for direct operation or lease), and by the removal of policy barriers that might otherwise discourage or delay private or non-profit providers from starting child care facilities.

Regarding space creation by public institutions, informal discussions between members of Tofino Council, District of Tofino staff, SD70 staff, and Island Health staff about specific provincial funding programs indicate there is an understanding of community need for new spaces and a desire to help address it, but uncertainty about which institution (or combination of) is best positioned to take a leadership role. It would be helpful for District staff to have a more formal conversation with School District 70 staff to help determine how the District could collaborate with or support the School District (and other partners as appropriate) in space creation on school lands.

Regarding the removal of policy barriers, a quick review of Tofino’s Zoning Bylaw and the current provincial child care legislation and regulation reveals some inconsistencies in definitions, as well as an exemption in the Community Care and Assisted Living Act from local government zoning bylaws for certain in-home child care operations. Updating the Tofino Zoning Bylaw in this respect seems prudent. Further, the Tofino Zoning Bylaw defines commercial child care as a land use, but no zones currently permit this use, meaning that a private or non-profit entity wishing to build a new group child care facility would require re-zoning, a lengthy and expensive process. Within the last six years, there are two specific instances in which a potential private operator did not follow through on their interest in opening a group child care facility due in part to the fact a re-zoning process would be required. Many local governments in BC include commercial child care in certain P- and C-zones, removing a significant barrier for the creation of new facilities or the re-purposing of existing buildings or commercial spaces. This is an approach the District of Tofino should consider to help encourage new group child care facilities.

Lastly, the ACRD’s 2019 Child Care Needs Assessment does not focus solely on space creation, but also a number of other important issues in child care. While the report provides recommendations on policy areas that can impact space creation (e.g., permissive tax exemptions and community amenity contributions), it also
recommends a number of other discussion areas (e.g., professional development and training, staff recruitment and retention, wage parity and benefits review, creation of a registry of informal child care providers etc). Given that the region’s institutions, local governments, First Nations, providers, and agencies should all be interested in better understanding and considering these, a focused, short-term committee or task force for the ACRD or the West Coast sub-region would be an efficient way to explore these further. The ACRD seems to be the appropriate regional body to undertake this.

Respectfully submitted,

Mayor Osborne

Appendices:

Tofino Zoning Bylaw 770, 1997: https://tofino.civicweb.net/document/1425

Community Care and Assisted Living Act, SBC 2002, C. 75:
http://www.bclaws.ca/civix/document/id/complete/statreg/02075_01

Child Care Licencing Regulation, B.C. Reg. 332/2007:

2019 ACRD Child Care Needs Assessment: https://bit.ly/36qR2Ts