

CITY OF PORT ALBERNI - MEETING SCHEDULE

MONDAY, FEBRUARY 22, 2016

2:30 pm	Special In-Camera Meeting <i>@ Committee Room</i>	CLOSED TO PUBLIC
4:00 pm	Audit Committee Meeting <i>@ Committee Room</i>	OPEN MEETING
7:00 pm	Regular Council Meeting <i>@ Council Chambers</i>	OPEN MEETING

DATES TO NOTE

Tues. Feb 23 2:00 pm	Special Meeting of Council Re: Five Year Financial Plan <i>@ Council Chambers</i>	OPEN MEETING
Wed. March 2 7:00 pm	Alberni Valley Heritage Commission Meeting <i>@ Alberni Valley Museum</i>	OPEN MEETING
Thurs. March 3 4:30 pm	Food Security and Climate Change Committee Meeting <i>@ Committee Room</i>	OPEN MEETING
Mon. March 14 7:00 pm	Regular Council Meeting <i>@ Council Chambers</i>	OPEN MEETING

A G E N D A

REGULAR MEETING OF COUNCIL

**MONDAY, FEBRUARY 22, 2016 AT 7:00 PM
IN THE CITY HALL COUNCIL CHAMBERS**

The following pages list all agenda items received by the deadline. A sample resolution is provided for most items in italics for the consideration of Council. For a complete copy of the agenda including all correspondence and reports refer to the City's website www.portalberni.ca or contact the City Clerk phone: (250 720-2810) or email: davina_hartwell@portalberni.ca

PRESENT:

A. APPROVAL OF AGENDA (including introduction of late items)

The deadline for agenda items is 12 noon on the Wednesday before the scheduled regular meeting. Acceptance of late items is at the discretion of Council.

1. Late items identified by Councillors.
2. Late items identified by the City Clerk.

That the agenda be approved as circulated with the addition of late items as outlined.

B. ADOPTION OF MINUTES - Page 12

1. Special Meeting held at 2:00 pm on January 25, 2016, Special Meetings held at 7:00 am and 5:45 pm and Regular Council Meeting held at 7:00 pm on February 9, 2016.

C. PUBLIC INPUT PERIOD

An opportunity for the public to address Council on topics of relevance to City Council. A maximum of four speakers for no more than three minutes each will be accommodated.

D. DELEGATIONS

1. Russell Dyson, Chief Administrative Officer, Alberni-Clayoquot Regional District

In attendance to present information regarding the proposed ACRD Five Year Financial Plan.

2. Russell Dyson, Chief Administrative Officer, Alberni-Clayoquot Regional District

Update and presentation regarding AV Organics.

3. Wes Hyde, Viridian Energy Co-operative

In attendance to provide information regarding community solar.

E. UNFINISHED BUSINESS

Includes items carried forward from previous Council meetings.

F. STAFF REPORTS

Members of the public may be recognized by Council to speak to a report if the report is a response to their correspondence or an application.

1. Accounts

That the certification of the Director of Finance dated February 22, 2016 be received and the cheques numbered _____ to _____ inclusive, in payment of accounts totalling \$_____, be approved.

2. Deputy Fire Chief – Tender 12 – Removal from Fleet - Page 30

Report dated February 15, 2016 from the Deputy Fire Chief requesting Council direction regarding the removal from service and disposal of Tender 12.

That the report from the Deputy Fire Chief dated February 15, 2016 be received, and Council for the City of Port Alberni direct staff to dispose of Tender 12 to the Western Vancouver Island Industrial Heritage Society for the price of \$1.

3. Deputy Fire Chief – Wildfire Protection - Page 33

Report dated February 15, 2016 from the Deputy Fire Chief requesting Council approval to enter into an agreement with BC Wildfire Service to provide standby coverage for wildfires.

That the report from the Deputy Fire Chief dated February 15, 2016 be received, and Council for the City of Port Alberni direct staff to negotiate in the best interests of the City with Ministry of Forests, Lands and Natural Resource Operations BC Wildfire Service to provide standby coverage and initial attack response assistance during the 2016 wildfire season, and that the Mayor and Clerk be authorized to enter into such agreement.

4. City Clerk - Lease of Property to North Island College - Page 35

That Council for the City of Port Alberni authorize the Mayor and Clerk to enter into a new lease agreement with North Island College for the property at 4751 Tebo Avenue for a two year period at a cost of \$9,193.75 per month plus applicable taxes with annual CPI increases, effective April 1st, 2016.

5. Director of Finance – Sludge Agreement Award Funding - Page 49

Report dated February 15, 2016 from the Director of Finance requesting Council reconsideration of the February 9, 2016 resolution regarding funding source for the Lagoon Desludging contract.

That the report from the Director of Finance dated February 15, 2016 requiring reconsideration of the funding source for award of the Lagoon Desludging Contract, be received and Council for the City of Port Alberni confirm the award of the Contract to Terrapure Environmental for \$1,878,073.00 from the \$11.2 million General Strategic Priorities grant funding received in December 2011.

6. Director of Community Services – Options for McLean Mill Management Board - Page 50

Report dated February 16, 2016 from the Director of Community Services providing options for consideration regarding the formation and structure of a Board to oversee the McLean Mill/train operation.

That the report dated February 16, 2016 from the Director of Community Services providing options for consideration regarding the formation and structure of a Board to oversee the McLean Mill/train operation, be received.

Council direction is required.

7. Economic Development Manager, City Clerk & City Planner – Commercial Revitalization Tax Exemption Bylaw - Page 83

Report dated February 17, 2016 providing information regarding development of a revitalization tax exemption program for all commercial areas.

That the report from the Economic Development Manager dated February 17, 2016 identifying options for a Commercial Revitalization Tax Exemption bylaw and façade improvement program, be received.

Council direction requested regarding:

- objectives and the incentives proposed in the draft Bylaw and confirmation of areas of eligibility
- amendment to current CRTEB to include all private properties in Harbour Quay and all City-owned properties in the area covered by the Bylaw as eligible properties
- Concurrence with proposed façade improvement program; budget consideration; cap to be placed on the incentive and whether funds matched by the business or property owner?

8. Economic Development Manager – SPROUT Program - Page 121

Report dated February 17, 2016 from the Economic Development Manager proposing options to move forward on the SPROUT Program.

That the report from the Economic Development Manager (EDM) dated February 17, 2016 be received, and Council for the City of Port Alberni direct the (EDM) to negotiate the scope and deliverables for a SPROUT Program and the contract for implementing it, with Kevin Wright for an amount not exceeding \$20,000.

That Council for the City of Port Alberni approve the efforts of the EDM and the Economic Development Assistant to secure a grant to assist in the funding of this Program which shall proceed by April 15th, 2016 regardless.

*** Recess ***

9. Current Status Report - Page 124

That the Current Status Report be received.

10. Managers' Monthly Reports

Providing information about current departmental operations.

RCMP Department - Page 128

That the monthly reports from the RCMP providing information about current departmental operations, be received.

Community Services (Parks, Recreation & Heritage) - Page 131

That the monthly report from the Community Services Director providing information about current departmental operations, be received.

Economic Development - Page 138

That the monthly report from the Economic Development Manager providing information about current departmental operations, be received.

G. BYLAWS

Bylaws are required for the adoption of regulations, financial plans, changes to land use policy and to approve borrowing. A bylaw requires four separate resolutions to be adopted and must be considered over a minimum of two Council meetings. Each reading enables council to reflect on the bylaw before proceeding further.

H. CORRESPONDENCE FOR ACTION

All correspondence addressed to the Mayor and Council by an identifiable citizen is included on an Agenda. Action items are those asking for a specific request of Council and will be provided a response.

1. Evergreen Exhibitions - Page 139

Letter dated February 4, 2016 requesting permission to suspend a banner across 10th Avenue near Echo Center from March 7 to 13, 2016 to promote the annual Spring Home Show at Glenwood Sports Centre on March 12 & 13, 2016.

That the letter dated February 4, 2016 from Evergreen Exhibitions Ltd. requesting permission to suspend a banner across 10th Avenue near Echo Centre from March 7 to 13, 2016 to promote its annual Spring Home Show to be held March 12 & 13, 2016 at Glenwood Sports Centre, be received and the request approved.

2. Young Professional of the Alberni Valley - Page 140

Email dated February 9, 2016 from Janette Cormier requesting a letter of support to accompany their grant application to purchase and plant nut producing trees on the Dry Creek Community Garden site.

That the email dated February 9, 2016 from Janette Cormier requesting a letter of support to accompany their grant application to purchase and plant nut producing trees on the Dry Creek Community Garden site, be received and a letter of support provided as requested.

3. Alberni Clayoquot Regional District (ACRD) - Page 141

Letter dated February 15, 2016 inviting Council to meet with the ACRD Board of Directors to discuss pursuing shared service agreements and the opportunity of regional services as recommended in the Judy Rogers Organization and Compensation Review Report.

That the letter dated February 15, 2016 inviting Council to meet with the ACRD Board of Directors to discuss pursuing shared service agreements and regional services, be received and staff directed to arrange a mutually acceptable meeting date.

4. City of Port Coquitlam - Page 142

Letter dated February 4, 2016 seeking endorsement from local governments for their resolution to the Federation of Canadian Municipalities requesting support for an amendment to the Build Canada Grant funding program to increase contributions from federal and provincial governments.

That Council for the City of Port Alberni endorse the City of Port Coquitlam's resolution to the Federation of Canadian Municipalities to amend the Build Canada Grant funding program to increase funding contributions for significant projects from the federal and provincial governments.

5. Roland Smith - Page 143

Letter dated February 16, 2016 regarding the management structure review and requesting information regarding the effect on the City's budget resulting from decisions made, and those yet to be made.

That the letter dated February 16, 2016 regarding the management structure review and requesting information regarding the effect on the City's budget resulting from decisions, be received.

6. Charlene Patterson – The Solstice Arts Festival - Page 144

Letter dated February 17, 2016 requesting a temporary street closure for the Solstice Arts Festival on Argyle Street between 4th and 5th Avenues from Friday, June 17th through Monday, June 20th, 2016.

That the letter dated February 17, 2016 requesting a temporary street closure for the Solstice Arts Festival on Argyle Street between 4th and 5th Avenues from Friday, June 17th through Monday, June 20th, 2016, be received and approved in principle subject to notification to local businesses and residents, the provision of standard liability insurance and pertinent information being provided to the RCMP, Fire Department and BC Ambulance.

That the request for provision of tents and barriers be referred to the Director of Community Services to review eligibility for Community Investment Program.

I. PROCLAMATIONS

J. INFORMATIONAL CORRESPONDENCE

Correspondence which provides information to Council but does not make a specific request or topics that are not relevant to city services and responsibilities are included.

1. Seniors Advisory Committee - Page 145

The minutes of the October 8, 2015 and January 14, 2016 meetings.

2. McLean Mill Advisory Committee - Page 147

The minutes of the November 19, 2015 and February 4, 2016 meetings.

3. Diane Mayba - Page 153

Letter received February 11, 2016 expressing concern regarding the Alberni Valley Museum changing to a non-profit organization.

4. Roberta Jensen – Laureate Beta Iota - Page 154

Letter dated February 12, 2016 expressing concern regarding the Alberni Valley Museum being operated by a volunteer organization.

5. Air Quality Council Meeting - Page 155

The minutes of the January 28, 2016 meeting.

6. BC Games Society - Page 158

Letter dated February 1, 2016 inviting bids to host the 2020 Winter or Summer Games or the 2022 Winter or Summer Games, bids are being accepted until September 10, 2016.

7. Wilderness Committee - Page 159

Letter dated February 12, 2016 enclosing their latest educational report "Cleaning Up BC's Dirty Mining Industry". *(Note: Report is in 'Reading File'.)*

8. Food Security and Climate Change Committee - Page 160

The minutes of the December 3, 2015 and January 5, 2016 meetings.

9. Youth Advisory Committee - Page 163

The minutes of the October 20, 2015 meeting.

10. Alberni District Secondary School – Life Skills Program - Page 164

Letters from Caroline Ellis, Special Education Teacher and Life Skills students thanking Council for their generous donation of bus passes for their Life Skills excursion through the Community Investment Program.

11. Councillor Ron Paulson - Page 171

Providing a summary of his experience at the Truck Loggers Association Annual Conference and Trade Show in Vancouver, January 14/15, 2016.

That Informational Correspondence items numbered 1 through 11 be received and filed.

K. REPORT FROM IN-CAMERA

L. COUNCIL REPORTS

1. Mayor's Report

That the Mayor's verbal report be received.

2. Regional District Report (Mayor Ruttan/Councillor McLeman)

That the Regional District verbal report be received.

3. Councillors' Reports

That the Councillors' verbal reports be received.

M. NEW BUSINESS

An opportunity for the Mayor or Council to raise issues as a result of the business of the meeting or to identify new items for subsequent meetings.

N. QUESTION PERIOD

An opportunity for the public and the press to ask questions of the Mayor and Council.

O. ADJOURNMENT

That the meeting adjourn at pm.

**MINUTES OF THE SPECIAL MEETING OF COUNCIL
FOR THE PURPOSE OF ESTABLISHING AN IN-CAMERA MEETING
MONDAY, JANUARY 25, 2016 AT 2:00 PM
IN THE CITY HALL COMMITTEE ROOM**

PRESENT: Mayor Ruttan, Councillors Alemany, McLeman, Minions, Paulson, Sauvé and Washington

STAFF: Tim Pley, Acting City Manager / Fire Chief
Davina Hartwell, City Clerk
Scott Smith, City Planner

It was moved and seconded that:

That Council conduct a Special Council meeting closed to the public on the basis that one or more matters covered under Section 90 of the Community Charter will be considered, specifically outlined as follows.

- | | |
|-------------------------|--|
| Section 90(1)(c) | labour relations or other employee relations |
| Section 90(1)(e) | the acquisition, disposition or expropriation of land or improvements |
| Section 90(1)(f) | law enforcement, if the Council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment |

CARRIED

CERTIFIED CORRECT

Mayor Mike Ruttan



Davina Hartwell, City Clerk

**MINUTES OF THE SPECIAL MEETING OF COUNCIL
FOR THE PURPOSE OF ESTABLISHING AN IN-CAMERA MEETING
TUESDAY, FEBRUARY 9, 2016 AT 7:00 AM
IN THE CITY HALL COMMITTEE ROOM**

PRESENT: Mayor Ruttan, Councillors Alemany, McLeman, Minions, Paulson, Sauvé and Washington

STAFF: Tim Pley, Acting City Manager / Fire Chief
Davina Hartwell, City Clerk

It was moved and seconded that:

That Council conduct a Special Council meeting closed to the public on the basis that one or more matters covered under Section 90 of the Community Charter will be considered, specifically outlined as follows.

Section 90(1)(c) labour relations or other employee relations

CARRIED

CERTIFIED CORRECT

Mayor Mike Ruttan



Davina Hartwell, City Clerk

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**MINUTES OF THE SPECIAL MEETING OF COUNCIL
FOR THE PURPOSE OF ESTABLISHING AN IN-CAMERA MEETING
TUESDAY, FEBRUARY 9, 2016 AT 5:45 PM
IN THE CITY HALL COMMITTEE ROOM**

PRESENT: Mayor Ruttan, Councillors Alemany, McLeman, Minions, Paulson, Sauvé and Washington

STAFF: Tim Pley, Acting City Manager / Fire Chief
Davina Hartwell, City Clerk

It was moved and seconded that:

That Council conduct a Special Council meeting closed to the public on the basis that one or more matters covered under Section 90 of the Community Charter will be considered, specifically outlined as follows.

- Section 90(1)(c) labour relations or other employee relations**
- Section 90(1)(e) the acquisition, disposition or expropriation of land or improvements**
- Section 90(1)(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages**

CARRIED

CERTIFIED CORRECT

Mayor Mike Ruttan



Davina Hartwell, City Clerk

**MINUTES OF THE REGULAR MEETING OF COUNCIL
HELD TUESDAY, FEBRUARY 9, 2016 AT 7:00 PM
IN THE CITY HALL COUNCIL CHAMBERS**

PRESENT: Mayor Ruttan; Councillors Alemany, McLeman, Minions, Paulson, Sauvé and Washington

The next item added to the basic emergency supply kit being prepared in advance of the coastal exercise in June was a hand crank radio.

A. APPROVAL OF AGENDA (including introduction of late items)

It was moved and seconded:

That the agenda be approved as circulated with the addition of late items H.4 from Jean McIntosh; H.5 from Kelly Foxcroft-Poirier and K.2 Acting City Manager - Implementation of Rogers' Report.

CARRIED

B. ADOPTION OF MINUTES

It was moved and seconded:

That the minutes of the Regular Council Meeting held at 7:00 pm on February 9, 2016, be adopted.

CARRIED

C. PUBLIC INPUT PERIOD

John Mayba provided information regarding a public event to discuss the future of cycling in Port Alberni – February 17th, 6-8 p.m. at Echo Centre.

Keith Wyton advised that Andrew Nikiforuk will be presenting “The Reality of LNG: Fracking, Earthquakes & Fractured Economies” at Echo Centre on February 25th at 7:00 p.m.

Dwayne Flory discussed the potential development of the Westporte lands suggesting increased water runoff will take place in the ‘floodplain’ area.

D. DELEGATIONS

1. Vicki Lee - Farmers Market & Coupon Program

Vicki Lee attended to provide an update regarding the Spirit Square Farmer's Market & the BC Farmers Market Nutrition Coupon Program.

It was moved and seconded:

That Council for the City of Port Alberni write to the Minister of Health urging continued funding support of the BC Farmers Market Nutrition Coupon Program.

CARRIED

2. "Still at Home in the Alberni Valley" Homeless Plan

Patty Edwards representing the Alberni Valley Community Stakeholders Initiative To End Homelessness (AVCSI) presented the "Still at Home in the Alberni Valley" Homeless Plan requesting Council's support of the Plan and support for their grant-in-aid application to the ACRD for a part-time coordinator to help implement the program.

E. UNFINISHED BUSINESS

1. "Thunder in the Valley"

It was moved and seconded:

That the report from the City Engineer and the Director of Finance dated February 3, 2016 outlining modifications required, costs, proposed traffic routing and liability costs/issues to host the Thunder in the Valley drag racing event on Stamp Avenue, be received.

CARRIED

It was moved and seconded:

That staff be directed to continue working with the Alberni Valley Drag Racing Association on cost-sharing options to hold the Thunder in the Valley event on Stamp Ave with a report back to the next meeting.

DEFEATED

It was moved and seconded:

That the Thunder in the Valley event proceed on Stamp Avenue in 2016 and staff be directed to review the insurance requirement provisions.

CARRIED

2. RCMP

It was moved and seconded:

That the report dated January 27, 2016 from Inspector Mac Richards, OIC, RCMP providing information on City Employees at the RCMP Detachment as requested by Council, be received.

CARRIED

3. "Tri-Conic Challenge"

It was moved and seconded:

A report dated February 9, 2016, be received from the Economic Development Manager approving the request from the Alberni Valley Chamber of Commerce for \$2,000 to support preparation of a grant application for the "Tri-Conic Challenge" (swim/bike/run) taking place in June 2017; funded from the Business Development Budget.

CARRIED

4. Personnel Committee

It was moved and seconded:

That Council for the City of Port Alberni direct staff to prepare a policy encompassing duties and parameters of the Personnel Committee for Council's consideration.

CARRIED

5. Response to Questions from January 25, 2016 Regular Council Meeting

The Mayor confirmed that the legal opinion received in regards to Medical Marijuana dispensaries was subject to solicitor client privilege and would not be made available to the public.

6. **Association of Vancouver Island and Coastal Communities (AVICC)**

It was moved and seconded:

Limit or Ban Burning on Forest Lands in Community Airsheds

WHEREAS data from the BC Ministries of Environment and Health indicate that seasonal air quality concerns from outdoor wood burning combined with common air 'inversion' events greatly impact the health of residents, and noting that municipalities and regional districts have taken strong measures to limit or ban outdoor burning by residents;

AND WHEREAS the BC Wildfire Act and Environmental Management Act permit the burning of woody debris ("slash") from forestry operations on Private and Crown land within community air-sheds that often contribute to poor seasonal air quality;

THEREFORE BE IT RESOLVED that the Association of Vancouver Island and Coastal Communities petition the BC Ministry of Environment to bring forward new regulations to further limit or ban the burning of wood debris piles on private and crown forest lands within community air-sheds in order to ensure communities and industry are synchronized in working toward the same goal of a safe and healthy environment for all.

CARRIED

It was moved and seconded:

That Council for the City of Port Alberni forward the following resolution to the upcoming AVICC Convention for consideration.

Island Corridor Foundation Federal Funding

WHEREAS the Esquimalt & Nanaimo (E&N) Railway corridor remains a critical transportation asset for the current and future needs of the people and economy of Vancouver Island;

AND WHEREAS the Association of Vancouver Island and Coastal Communities (AVICC) passed a resolution urging action in 2012 and further delay in repairs to the corridor jeopardizes its viability;

THEREFORE BE IT RESOLVED that the AVICC petition the Government of Canada to approve and release the \$7.5 million for capital works on the Victoria to Courtenay rail line in order for work to begin as soon as possible and ensure the future of rail based freight and passenger transportation between Victoria, Courtenay and Port Alberni.

CARRIED

F. STAFF REPORTS

1. Accounts

It was moved and seconded:

That the certification of the Director of Finance dated February 9, 2016 be received and the cheques numbered 133999 to 134178 inclusive, in payment of accounts totalling \$593,388.77, be approved.

CARRIED

2. City Clerk - Public Hearing Report - January 25, 2016

It was moved and seconded:

That the report of the Public Hearing held January 25, 2016 regarding "Zoning Text Amendment No. T7, (Marijuana Dispensary Regulations), Bylaw No. 4893", be received.

CARRIED

3. City Planner - Social Planning Commission

It was moved and seconded:

That the report dated February 1, 2016 from the City Planner be received and that Council for the City of Port Alberni direct staff to prepare a draft bylaw that would support a Social Planning Commission.

CARRIED

The Mayor called a 10 minute recess at 8:35 pm.

The meeting resumed at 8:45 pm.

4. City Engineer - Lagoon Desludging Project

It was moved and seconded:

That the City Engineer's report dated February 3, 2016 be received and Council for the City of Port Alberni award the tender for the Lagoon Desludging contract to Terrapure Environmental for \$1,878,073.00, from funds included in Loan Authorization Bylaw No. 4807 "Wastewater Treatment Systems Improvement Loan."

CARRIED

5. Current Status Report

It was moved and seconded:

That item 8 on the status report regarding preparation of Pesticide Reduction Policy/Education be given 'medium' priority.

CARRIED

It was moved and seconded:

That the Current Status Report be received.

CARRIED

6. Managers' Monthly Reports

Planning Department

It was moved and seconded:

That the monthly report from the City Planner providing information about current departmental operations, be received.

CARRIED

Engineering Department

It was moved and seconded:

That the monthly report from the City Engineer providing information about current departmental operations, received.

CARRIED

G. **BYLAWS**

1. **City Clerk - Council Procedures Bylaw Amendment**

It was moved and seconded:

That the report dated February 1, 2016 from the City Clerk, be received.

CARRIED

It was moved and seconded:

That "Council Procedures Bylaw 2013, Amendment No. 2, Bylaw No. 4895", be now introduced and read a first time.

CARRIED

It was moved and seconded:

That "Council Procedures Bylaw 2013, Amendment No. 2, Bylaw No. 4895", be read a second time.

CARRIED

It was moved and seconded:

That "Council Procedures Bylaw 2013, Amendment No. 2, Bylaw No. 4895", be read a third time.

CARRIED

H. **CORRESPONDENCE FOR ACTION**

1. **Federation of Canadian Municipalities (FCM)**

It was moved and seconded:

That the information from the Federation of Canadian Municipalities announced their annual conference in Winnipeg, Manitoba June 3-5 2016, be received and that the Mayor and Councillors Alemany, Paulson and McLeman be authorized to attend.

CARRIED

2. Brienn LeBlanc

It was moved and seconded:

That the e-mail dated January 26, 2016 requesting consideration of a bike park, be received and referred to the Director of Community Services.

CARRIED

3. Minister of Environment

It was moved and seconded:

That the e-mail dated January 20, 2016 from the Minister of Environment requesting and input related to climate activities in federally defined area building on "The Climate Action Revenue Incentive Program" (CARIP) submissions, be received and referred to the City Manager.

CARRIED

LATE ITEMS:

4. Jean McIntosh - Alberni Valley Museum

It was moved and seconded:

That the email dated February 8, 2016 urging Council's support of the Alberni Valley Museum and not act on the recommendation contained in the Judy Rogers' report in regards to transferring the museum to a non-profit society, be received.

CARRIED

5. Kelly Foxcroft-Poirier - Alberni Valley Museum

It was moved and seconded:

That the correspondence dated February 8, 2016 expressing support for the Alberni Valley Museum and requesting Council not act on the recommendation contained in the Judy Rogers' report in regards to transferring the museum to a non-profit society, be received.

CARRIED

I. PROCLAMATIONS

1. Somass Toastmasters

It was moved and seconded:

That the e-mail dated January 28, 2016 from Somass Toastmasters requesting that Council declare the month of February as "Toastmasters International Month" in Port Alberni, be received and the month proclaimed as requested.

CARRIED

J. INFORMATIONAL CORRESPONDENCE

1. RCMP, Pacific Region - Municipal Policing Agreement

Letter dated January 18, 2016 providing expenditures to December 31, 2015.

2. Advisory Traffic Committee Meeting

The minutes of the January 20, 2016 meeting.

3. The City of North Vancouver

Copy of a letter dated January 19, 2016 to the Minister of Natural Gas Development and Minister Responsible for Housing providing feedback and recommendations regarding the *BC Building Act* Implementation.

4. Fred Mann

Letter dated January 26, 2016 providing comment regarding the recent Public Hearing regarding business licence and proposed bylaw changes and amendments to regulate the retail sale of medicinal marijuana in Port Alberni.

5. Alberni Valley Community Stakeholders Initiative to End Homelessness (AVCSI)

Minutes of December 18, 2015 and January 22, 2016 meetings.

6. Port Alberni Refugee Sponsorship Committee - Notre Dame (PARSC)

Letter dated January 15, 2016 advising of the Committee's progress in sponsoring two Syrian Refugee families and thanking the Mayor and Council for their support.

7. Union of British Columbia Municipalities (UBCM)

E-mail dated January 26, 2016 providing an update from the Province on the status of the Syrian refugees that are arriving and settling in British Columbia.

8. Canadian Heritage

E-mail dated January 26, 2016 advising that February 15, 2016 is the 51st Anniversary of the National Flag of Canada.

9. **Walmart Canada**
E-mail dated January 26, 2016 providing details of their plastic bag reduction plan which takes effect February 9, 2016.
10. **West Coast Aquatic and Alberni-Clayoquot Regional District**
E-mail dated January 28 announcing the Public Review sessions for the Barkley and Clayoquot Sound draft Marine Spatial Plans. The Port Alberni Session takes place Wednesday, February 17 from 4 to 7 pm at Echo Centre.
11. **Environment and Climate Change Canada**
E-mail dated February 1, 2016 attaching materials regarding recovery planning for species at risk in British Columbia.
12. **Ministry of Finance, Gaming Policy and Enforcement Branch**
Letter dated January 28, 2016 advising of the \$109,872.19 payment to the City representing casino revenue for the period October 1 to December, 2015.

It was moved and seconded:

That Informational Correspondence items numbered 1 through 12 be received and filed.

CARRIED

K. REPORT FROM IN-CAMERA

1. Management Review Report

Release of the Organization & Compensation Review Report prepared by Judy Rogers Consulting Inc., September 2015. Also provided was an Implementation Report dated February 5, 2016 for Council's consideration prepared by the Acting City Manager (attached hereto and forming part of these minutes). Council endorsed recommendations contained in the report as follows:

Recommendation No. 1

That the organizational structure be consolidated through a realignment of the delivery of administrative and operational services over the next two years.

It was moved and seconded:

That the Parks and Facilities Maintenance divisions become a function of Public Works with the Facilities Operations Supervisor and Parks Operations Supervisor reporting to a designated Public Works Superintendent – target completion date May 1, 2016.

CARRIED

It was moved and seconded:

That an exempt employee Manager of Human Resources be hired as soon as possible – target completion date June 30, 2016.

That the motion be amended to reflect that a temporary Human Resources Assistant be hired until such time as a new CAO is recruited.

DEFEATED

That an exempt employee Manager of Human Resources be hired as soon as possible – target completion date June 30, 2016.

CARRIED

It was moved and seconded:

That a pool of senior exempt staff to act in the City Manager's absence be identified in a succession plan, and a policy developed outlining compensation for employees acting in such capacity – target implementation date September 30, 2016.

CARRIED

It was moved and seconded:

That upon hiring a new City Manager, the title be formally changed to Chief Administrative Officer (CAO).

CARRIED

It was moved and seconded:

That one of the three Public Works Superintendent positions be modified to include increased responsibility with the modified position reviewed through the job evaluation process – target completion date May 1, 2016.

CARRIED

It was moved and seconded:

That the role of Administrative Assistant be upgraded to include the assignments of Communications and Deputy City Clerk with the modified position reviewed through the job evaluation process – target completion date May 1, 2016.

CARRIED

It was moved and seconded:

That the role of Fire Chief be expanded to include responsibility for fire protection, emergency services, oversight of RCMP municipal staff and bylaw enforcement – target completion date September 30, 2016.

CARRIED

Recommendation No. 2

That Council, in consultation with the Regional District, pursue shared services.

It was moved and seconded:

That Council for the City of Port Alberni endorse the Acting City Manager's recommendation to:

- ***Respect the autonomy, mandate and service delivery methods of the ACRD;***
- ***Invite the ACRD Board to meet with Council to begin discussion on the recommendation, and seek a broad statement agreement to set the stage for more detailed discussions;***
- ***Seek to develop in a cooperative manner with the ACRD a work plan for exploring the potential for shared services.***

CARRIED

Recommendation No. 3

That Council consider amendments to the benefits package for senior staff.

Recommendation No. 4

That all exempt staff contracts be reviewed and updated to reflect best practices with implementation by January 1, 2016.

It was moved and seconded:

That Recommendations No. 3 and 4 related to senior staff benefits package and exempt contracts continue to be discussed in-camera.

CARRIED

Recommendation No. 5

That a succession plan be implemented

It was moved and seconded:

That the City's succession plan be updated – target completion date September 30, 2016.

CARRIED

Recommendation No. 6

That a review of non-tax revenue opportunities be conducted.

It was moved and seconded:

That a review of current non-tax revenue generation methods and potential new non-tax revenue generation methods be undertaken seeking out best practices from other local governments and input from a working group – target completion date November 1, 2016.

CARRIED

Recommendation No. 7

That Council conduct a review of non-core services, currently delivered by the Municipality.

It was moved and seconded:

That the City undertake a review of services currently provided that could be provided by a different level of government, by the private sector, or for which the City's service delivery could discontinue – target completion date November 1, 2016.

CARRIED

It was moved and seconded:

That Council for the City of Port Alberni announce that the City desires to work with the community and partners to determine an alternate delivery model for the museum and heritage services and further, that the City Manager and Director of Community Services be directed to provide a report including a proposed work plan for Council's consideration – target completion date July 1, 2017.

CARRIED

It was moved and seconded:

That in accordance with Council's procedures Bylaw, the meeting continue beyond 10:00 p.m.

CARRIED

L. COUNCIL REPORTS

1. Mayor's Report

It was moved and seconded:

That the Mayor's verbal report be received.

CARRIED

2. Regional District Report (Mayor Ruttan/Councillor McLeman)

It was moved and seconded:

That the Regional District verbal report be received.

CARRIED

3. Councillors' Reports

It was moved and seconded:

That the Councillors' verbal reports be received.

CARRIED

M. NEW BUSINESS

1. Western Vancouver Island Industrial Heritage Society

It was moved and seconded:

That Council for the City of Port Alberni authorize an advance of \$10,000 to the Western Vancouver Island Industrial Heritage Society as part of the contract arrangement for operation of the McLean Mill and Alberni Pacific Railway, specifically for start-up works required to ready the Mill for the upcoming season.

CARRIED

2. Five Year Financial Plan

It was moved and seconded:

That Council for the City of Port Alberni direct staff to include in the Draft Five Year Financial Plan 'Items for Consideration List', \$20,000 to hire a consultant to pinpoint needs and costs on the state of major bridges on the E&N Railway currently limiting travel between Parksville and Port Alberni (request through ACRD with potential to cost-share with SVI/ICF).

CARRIED

It was moved and seconded:

That Council for the City of Port Alberni direct staff to include in the Draft Five Year Financial Plan 'Items for Consideration List', \$250,000 for rehabilitation of the E&N Railway between Port Alberni and Parksville enough to enable Steam train service (request through ACRD with potential to cost-share with SVI/ICF).

CARRIED

N. QUESTION PERIOD

Neil Anderson, 8th Avenue enquired regarding the damaged membrane at Bob Dailey Stadium track. The Mayor responded that staff was aware of the issue.

O. ADJOURNMENT

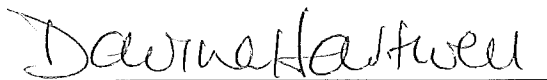
It was moved and seconded:

That the meeting adjourn at 10:22 pm.

CARRIED

CERTIFIED CORRECT

Mayor



Clerk



FIRE DEPARTMENT REPORT

TO: Tim Pley, Acting City Manager

FROM: Wes Patterson, Deputy Fire Chief

COPY TO: Mayor & Council
Cathy Rothwell, Director of Finance

DATE: February 15, 2016

SUBJECT: Tender 12 – Removal from Fleet

ISSUE:

Council's direction is required regarding the removal from service and disposal of Tender 12, a redundant apparatus.

BACKGROUND:

During the 1990s Tender 12 was brought into the Port Alberni Fire Department fleet. Tender 12 was built in 1978. It was originally a fuel delivery truck before it was purchased by the City to be used as a water truck in the Parks and Recreation department. When Parks and Recreation were disposing of Tender 12 in the 1990s it was transferred to PAFD where it underwent two retrofits to be used as an emergency water supply unit.

Tender trucks are common in rural areas where there are no fire hydrants or where water supply is not adequate for firefighting. The City of Port Alberni is well serviced with fire hydrants. Tender 12 has been a secondary use vehicle in the City, and the primary water supply source in the Franklin River Road Service Area where until recently the City provided fire protection. Tender 12 was also identified as a secondary water source if requested by neighbouring fire departments.

Tender 12 has reached the end of its life as an emergency water supply vehicle. It is time for the City to dispose of it. As the City is well serviced with fire hydrants, Tender 12 will not be replaced. It is estimated that Tender 12 has a value of approximately \$1500.

Tender 12 has been offered for the price of \$1 to Sproat Lake, Beaver Creek and Cherry Creek Fire Departments. All declined the offer.

An expression of interest has been received from the Western Vancouver Island Industrial Heritage Society (IHS). The IHS desires to use Tender 12 at McLean Mill to provide fire protection water supply for logging demonstration operations there.

OPTIONS:

Option One: List Tender 12 for Sale

Tender 12 could be listed for sale, and sold to the highest bidder. It is anticipated that the City could receive approximately \$1500 for the sale of Tender 12.

Option Two: Donate Tender 12 to IHS

Tender 12 could be sold for \$1 to IHS for use at McLean Mill. Under this option Tender 12 would become property of IHS, no longer in the City fleet. The City would bear no ongoing responsibility for Tender 12 operation or maintenance. IHS would be responsible for paying GST on the estimated value of \$1500.

RECOMMENDATION:

It is recommended that Council approve Option Two, selling of Tender 12 to IHS for \$1.

That the report from the Deputy Fire Chief dated February 15, 2016 be received, and Council for the City of Port Alberni direct staff to dispose of Tender 12 to the Western Vancouver Island Industrial Heritage Society for the price of \$1.

Wes Patterson
Deputy Fire Chief





FIRE DEPARTMENT REPORT

TO: Tim Pley, Acting City Manager
FROM: Wes Patterson, Deputy Fire Chief
COPIES TO: Mayor & Council
Davina Hartwell, City Clerk
DATE: February 15, 2016

SUBJECT: Wildfire Protection

ISSUE:

Council's direction is required to enter into an agreement with BC Wildfire Service.

BACKGROUND:

In 2014 and 2015, as a result of wildfire conditions, BC Wildfire Service asked the City of Port Alberni to either provide standby coverage for wildfires or to respond to fires outside of the City on behalf of BC Wildfire Service. In both years Council approved entering into an agreement with BC Wildfire Service. In 2015 Council directed staff to bring forward this request earlier in the year in order to be ready should the need arise.

Given the forecasted fire conditions in BC, and in the Alberni Valley specifically, there may be a need for the City to enter into an agreement with BC Wildfire Service. In order to avoid short notice Council pre-approval of such an agreement is a prudent measure in this situation.

OPTIONS:

Option One: Withhold Approval

Withholding approval would defer the decision to enter into an agreement with BC Wildfire Service until a later date, in the event that BC Wildfire Service makes a request. Withholding approval may result in an inability for the City to enter into an agreement on short notice, waiting for the next scheduled public meeting of Council.

Option Two: Grant Approval

Granting approval would enable the City to respond quickly to a request for support from BC Wildfire Service, should a request be made.

RECOMMENDATION:

It is recommended that Council approve entering into an agreement with BC Wildfire Service, in the event that a request to do so is received.

That the report from the Deputy Fire Chief dated February 15, 2016 be received, and Council for the City of Port Alberni direct staff to negotiate in the best interests of the City with Ministry of Forests, Lands and Natural Resource Operations BC Wildfire Service to provide standby coverage and initial attack response assistance during the 2016 wildfire season, and that the Mayor and Clerk be authorized to enter into such agreement.

Wes Patterson
Deputy Fire Chief

LEASE

THIS LEASE dated for reference the ____ day of ____, 2016

UNDER THE *LAND TRANSFER FORM ACT, PART 2*
AND THE *COMMUNITY CHARTER*.

BETWEEN:

CITY OF PORT ALBERNI
4850 Argyle Street
Port Alberni, BC V9Y 1V8

(the "Landlord")
OF THE FIRST PART

AND:

NORTH ISLAND COLLEGE
Komoux Hall, 2300 Ryan Road,
Courtney, BC V9N 8N6

(the "Tenant")
OF THE SECOND PART

WHEREAS the Landlord is the owner of the lands and premises herein;

AND WHEREAS the Tenant has requested and the Landlord has agreed to grant a lease in the following terms:

NOWHEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents and agreements to be paid and performed by the Tenant,

1.0 PREMISES

- 1.1 The Landlord leases to the Tenant the Land at 4751 Tebo Avenue and legally described as:

That portion of Lot A, District Lot 137, Alberni District, Plan 38945 as outlined in Bold on Schedule A, attached hereto and forming part of this lease.

(the "Premises")

2.0 TERM

- 2.1 The term of this Lease commences on the 1st day of April, 2016 and continues for a term of two years to the 31st day of March, 2018.

3.0 USE

- 3.1 The Tenant shall use the Premises for the purposes of a campus for vocational studies and for no other purpose without first obtaining the written consent of the Landlord.

4.0 RENT

- 4.1 The Tenant shall pay to the Landlord:

- 4.1.1 the base rent of \$9,193.75 per month plus all applicable taxes, on the first day of each month of the first year of the term commencing on April 1, 2016;
- 4.1.2 The rent shall increase on April 1st of each year at a rate equal to the percentage increase in the BC Consumer Price Index for all items for the twelve (12) month period running to October 1st of the preceding year.
- 4.1.3 if this Lease is terminated for any cause whatsoever, no part of any rent paid or payable in respect of the month in which the Lease is terminated shall be refundable.

5.0 TENANT'S COVENANTS

- 5.1 The Tenant covenants with the Landlord:

Rent

- 5.1.1 to pay rent;

Taxes

- 5.1.2 to pay when due its proportionate share of all taxes, rates, duties and assessments whatsoever, whether federal, municipal, provincial or otherwise, charged upon the Tenant or the Landlord as a result of the Tenant's occupation of or use of the Premises;

Utilities

- 5.1.3 to pay as they become due all water, sewer and garbage and other rates in respect of utilities and services provided to the Premises and all charges for all gas, oil, telephone, internet and electric power used on the Premises, and the Tenant acknowledges and agrees that the Landlord

shall be under no obligation to supply heat, light, power, sewer or septic storage and removal or other services to the Premises;

Construction

5.1.4 that it will not construct nor alter any building or structure on the Premises unless, prior to any construction, it has obtained:

- (i) the Landlord's approval in writing to the site plan, working drawings, plans, specifications and elevations, and
- (ii) a building permit authorizing the construction of the buildings and structures set out in the permit and the plans and specifications attached to it, and
- (iii) all required inspections,

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

Repair and Maintenance

5.1.5 that it will maintain and repair the Premises, including water, gas or other pipes or fixtures, heating, ventilation or air conditioning apparatus, or any other fixtures or equipment;

5.1.6 that it will leave the Premises in good condition, reasonable wear and tear excepted;

5.1.7 that it will give the Landlord immediate notice of any defect in water, gas or other pipes or fixtures, heating, ventilation or air conditioning apparatus, or any other fixtures or equipment where a defect in such fixtures or equipment may affect the Premises;

5.1.8 that it will maintain the Premises free of debris and neat and tidy at all times, to the satisfaction of the Landlord;

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

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

Landlord's Right of Entry

5.2.1 that upon provision of a minimum 48 hours notice, the Landlord may enter the Premises and view the state of repair and the Tenant will repair according to notice from the Landlord;

- 5.2.2 that the Landlord, its employees, contractors and agents shall at all times and for all purposes have full and free access to any and every part of the Premises and of any building erected thereon;

Assign and Sublet

- 5.2.3 that it will not assign or sublet without first obtaining written approval of the Landlord;
- 5.2.4 that the Landlord's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Lease requires the Tenant to perform, and the Tenant shall pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent;

Nuisance

- 5.2.5 that it will not carry on nor allow to be carried on or done on the Premises anything that:
- (i) may be or become a nuisance to the Landlord or the public,
 - (ii) invalidates any policy of insurance for the Premises;

Abide by Regulations

- 5.2.6 that it will observe and comply with all local, Provincial and Federal laws, regulations and orders regarding the use of the Premises or any portion thereof;
- 5.2.7 comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the Tenant;

Insurance

- 5.2.8 that it will insure and keep insured, while this Lease remains in force, with such companies and in such amounts as are acceptable to the Landlord, at the Tenant's expense, the following insurance:
- (i) during the term of this agreement the Tenant shall obtain, maintain and pay for a policy of Comprehensive General Liability Insurance on an occurrence basis, in a form acceptable to the Landlord and with insurance companies duly licensed to transact business in the Province of British Columbia. This policy will include tenant's legal liability;

- (ii) such insurance shall be for not less than \$3,000,000 inclusive limits of liability with respect to bodily injury, including death, and property damage per occurrence arising out of the operations of the tenant.
- (iii) despite clause 5.2.8 (ii) immediately above, the Landlord may from time to time notify the Tenant that the amount of insurance required by the Tenant pursuant to clause 5.2.8 (ii) be changed and the Tenant shall within one year of receiving such notice cause the amount of insurance to be changed to the amount specified in such notice and deliver to the Landlord written confirmation of such changes.
- (iv) that it will provide, within thirty (30) days of the date of this Lease, a certificate of insurance acceptable to the Landlord;
- (v) that the policy shall add the Landlord as an additional insured and providing that the insurer will advise the Landlord at least sixty (60) days in advance of any cancellation or material change, and will do so by written notice sent by registered mail;
- (vi) that the policy shall contain provisions covering blanket contractual liability;
- (vii) that the policy shall contain a cross-liability clause protecting the Landlord from acts of any other insured party which may void or limit the protection afforded by the policy;
- (viii) that it will take out and maintain during the term of this Lease a policy of insurance to cover any and all personal property of the Tenant stored in, upon or about the Premises; and
- (ix) that it shall be solely responsible to determine what additional insurance coverage, if any, including but not limited to Worker's Compensation coverage, is necessary and advisable for its own protection or to fulfill its obligations under this Lease, and to provide and maintain the same at its own expense.

Indemnification

- 5.2.9 that it will indemnify the Landlord from and against all claims, lawsuits, damages, losses, costs, including legal costs, or expenses which the Landlord may incur by reason of the use of the Premises by the Tenant, the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury (including death) sustained by any person or such person's property while on the Premises for the purpose of doing business with the Tenant or

otherwise dealing with the Tenant. Excepting always liability arising out of the acts or omissions of the landlord;

Possession

5.3.0 that it will at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the Landlord, any right to notice to quit or vacate being hereby expressly waived by the Tenant, any law, usage or custom to the contrary notwithstanding;

Signs

5.3.1 that it shall not erect, place, use, keep or display upon the exterior of the Premises any sign, picture, advertisement, notice, lettering, shade, window, blind, awning, projection, device, painting or decoration without prior written approval of the Landlord, and that upon the expiration or earlier termination of this Lease it will remove the same if required to do so by the Landlord.

Fire Inspection

5.3.2 that it shall at its own sole expense have an annual fire inspection of the Premises conducted by the appropriate legal authority, and shall provide a copy of the inspection report to the Landlord no later than January 31st of each and every year during the term;

6.0 ENVIRONMENTAL MATTERS

6.1 Definitions

For the purposes of this section 6:

“Contaminants” means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and

“Environmental Laws” means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

6.2 Tenant's Covenants and Indemnity

The Tenant covenants and agrees as follows:

- 6.2.1 not to use or permit to be used all or any part of the Premises for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Landlord, which may be unreasonably withheld;
- 6.2.2 to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises;
- 6.2.3 to promptly provide to the Landlord a copy of any environmental site assessment, audit, report, or test results relating to the Premises conducted by or for the Tenant at any time and at the Landlord's request from time to time to obtain from an independent environmental consultant approved by the Landlord an environmental site assessment of the Premises or an environmental audit of the operations at the Premises, including any additional investigations as the environmental consultant may recommend and to promptly provide such written authorizations as the Landlord may require from time to time to make inquiries of any governmental authority regarding the Tenant;
- 6.2.4 to maintain all environmental site assessments, audits, reports, and test results relating to the Premises in strict confidence (including without limitation any governmental authority) except as required by law, or to the Tenant's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Landlord, which consent may be unreasonably withheld;
- 6.2.5 to promptly notify the Landlord in writing of any release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property which could contaminate the Premises or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- 6.2.6 on the expiry or earlier termination of this Lease, or at any time if requested by the Landlord or required by any governmental authority under Environmental Laws, to remove from the Premises all Contaminants, and to remediate by removal any contamination of the Premises or any adjacent property resulting from Contaminants, in either case brought onto, used at, or released from the Premises by the Tenant or any person for whom it is in law responsible. The Tenant shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises; and

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

- (x) any breach of or non-compliance with the provisions of this section 6 by the Tenant; or
- (xi) any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Tenant or any person for whom it is in law responsible.

The obligations of the Tenant under this section 6 shall survive the expiry or earlier termination of this Lease.

7.0 LANDLORD'S COVENANTS

7.1 The Landlord covenants with the Tenant for quiet enjoyment.

8.0 MISCELLANEOUS COVENANTS

8.1 It is hereby mutually agreed:

8.1.1 that the Landlord makes no representation or warranty to the Tenant about the condition of the Premises and the Tenant has inspected the Premises and satisfied itself as to the condition and suitability of the Premises for its use of the Premises under this Lease;

Re-entry

8.1.2 that the Landlord may re-enter the Premises on non-payment of rent, or non-performance of covenants;

Effect of Waiver

8.1.3 that the Landlord by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it does not waive its rights upon any subsequent breach of the same or any other covenant or condition of this Lease;

Holding Over

8.1.4 that if the Tenant holds over following the term and the Landlord accepts rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month;

Landlord's Payments

- 8.1.5 that if the Landlord incurs any damage, loss or expense or makes any payment for which the Tenant is liable under this Lease, then the Landlord may add the cost or amount of the damage, loss, expense, or payments to the rent and may recover it as if it were rent in arrears;

Time

- 8.1.6 that time is of the essence of this Lease;

Distress

- 8.1.7 that if the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use enough force necessary for that purpose and for gaining admittance to or take possession of the Premises and the Tenant releases the Landlord from liability for any loss or damage sustained by the Tenant as a result, and no action taken by the Landlord in pursuance of its right to levy distress shall be deemed to absolve, relieve or discharge the Tenant from liability under this Lease;

Insolvency

- 8.1.8 that if

- (xii) the term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage, or
- (xiii) if a writ of execution issues against the goods or chattels of the Tenant, or
- (xiv) if the Tenant makes any assignment for the benefit of creditors, or
- (xv) if the Tenant becomes insolvent or bankrupt, or
- (xvi) being an incorporated company or society if proceedings are begun to wind up the company or society, or
- (xvii) if the Premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Landlord,

the term shall, at the option of the Landlord, immediately become forfeited and unless already paid the then current yearly rent shall immediately become due and payable, and the Landlord may re-enter and repossess the Premises despite any other provision of this Lease;

Termination

- 8.1.9 that if the Tenant shall default in the payment of rent, or the payment of any other sum payable hereunder, or fail to perform any covenant hereunder and if such default shall continue for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may re-enter the Premises and the rights of the Tenant with respect to the Premises shall lapse and be absolutely forfeited;
- 8.2.0 that the Landlord, by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Lease;
- 8.2.1 that in the event the Premises being condemned in whole or in part because of the unsafe condition thereof, this Lease shall at the option of the Landlord cease and determine upon the date of such condemnation, and the Landlord shall not be responsible for any loss, damage or expense which the Tenant may suffer or incur by reason of the same;
- 8.2.2 that this Lease may be terminated prior to the expiry of the term by one party giving sixty (60) days prior written notice to the other party;

Notices

- 8.2.3 that any notice required to be given under this Lease shall be deemed to be sufficiently given:
- (i) if delivered at the time of delivery, and
 - (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

City of Port Alberni
4850 Argyle Street
Port Alberni, B.C. V9Y 1V8

If to the Tenant:

North Island College
Komoux Hall, 2300 Ryan Road
Courtney BC V9N 8N6

or at the address that a party may from time to time designate, then the notice shall be deemed to have been received forty eight (48) hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slowdown, lock-out or other labour dispute then the notice may only be given by actual delivery of it;

Net Lease

8.2.4 that this Lease shall be a completely carefree net lease to the Landlord as applicable to the Premises and the Landlord shall not be responsible during the term for any cost, charges, expenses, or outlays of any nature whatsoever in respect of the Premises or its contents unless otherwise provided in this Lease;

Interpretation

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

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

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

8.2.8 that the Landlord may do or perform any thing or matter under this Lease in person or by and through an agent;

Binding Effect

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

Law Applicable

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

Effective Date

8.3.1 that this Lease shall take effect as of the 1st day of April, 2016 regardless of the dates the parties sign this Lease.

Delivery of Possession

- 8.3.2 that if the Landlord is unable to deliver possession of the Premises at the time of the commencement of the term, neither the Landlord nor its agents shall be liable for any damage or loss caused thereby, nor shall this Lease be void or voidable, nor shall the date of expiration be changed, but in such event the Tenant shall only be liable for rent from such time as the Landlord is able to deliver possession of the Premises;

Entire Document

- 8.3.3 this Lease constitutes the entire agreement between the parties with respect to the subject matter of the Lease and contains all of the representations, warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by all parties. This Lease supersedes all prior agreements, memoranda, and negotiations between the parties.

IN WITNESS the parties have signed and sealed this Lease on the dates hereinafter set forth.

City of Port Alberni
by its authorized signatories

Mayor

City Clerk

Date: _____

North Island College
* by its authorized signatories



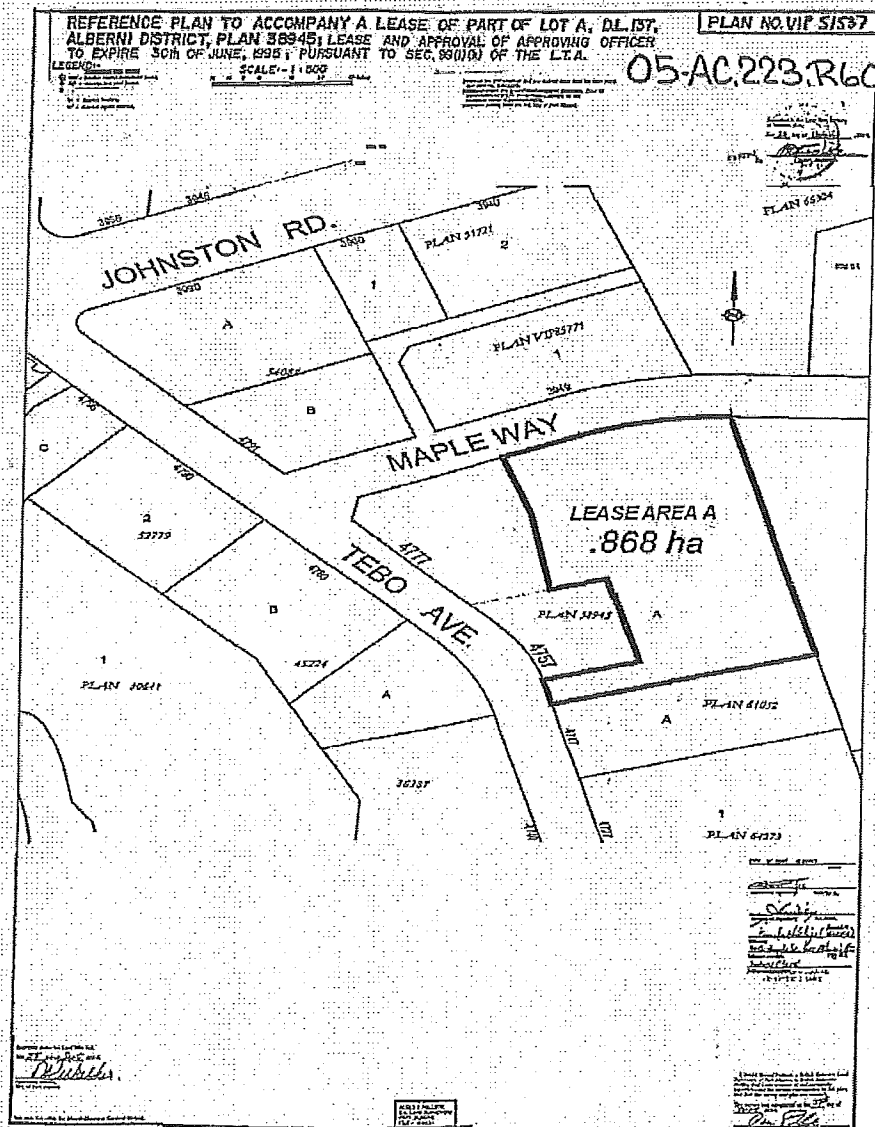
Name:

Name:

Date: Feb 3, 2016

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SCHEDULE "A"



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CITY OF PORT ALBERNI

FINANCE DEPARTMENT REPORT

TO: Tim Pley – A/City Manager
FROM: Cathy Rothwell – Director of Finance
COPIES TO: Mayor and Council
Davina Hartwell – City Clerk
DATE: February 15, 2016

SUBJECT: Sludge Agreement Award Funding

ISSUE:

At the February 8, 2016 regular meeting, Council awarded the tender for the Lagoon Desludging contract to Terrapure Environmental in the amount of \$1,878,073.00 from funds included in Loan Authorization Bylaw No. 4807 "Wastewater Treatment Systems Improvement Loan." The funding source is a grant from General Strategic Priorities Fund, approved in December 2011.

BACKGROUND AND DISCUSSION:

On further investigation with regards to Councillor McLeman's very good question about the sludge removal contract award, the Director of Finance has determined that the funding for the contract is not part of the City's loan for the Catalyst purchase – the sludge agreement portion of the Catalyst purchase was for receiving the sludge at their landfill, not removing it.

As such, the funding for the contract for removal is from the \$11.2M General Strategic Priorities Fund (GSPF) grant the City received approval for in December 2011. The error results in a necessary reconsideration of the motion where Council awarded the contract to Terrapure, **only in that the funding source be changed to GSPF from debt.**

RECOMMENDATION:

Reconsideration of Council's February 9th, 2016 resolution is recommended as follows:

That the report from the Director of Finance dated February 15, 2016 requiring reconsideration of the funding source for award of the Lagoon Desludging Contract, be received and Council for the City of Port Alberni confirm the award of the Contract to Terrapure Environmental for \$1,878,073.00 from the \$11.2 million General Strategic Priorities grant funding received in December 2011.

Respectfully submitted,

Cathy Rothwell

Director of Finance

CITY OF PORT ALBERNI

Community Services Department Parks, Recreation and Heritage

TO: Tim Pley, Acting City Manager

FROM: Theresa Kingston, Director of Community Services

COPIES: Jamie Morton, Manager of Museum, Heritage and Culture; Davina Hartwell, City Clerk; Cathy Rothwell, Director of Finance

DATE: February 16, 2016

SUBJECT: Options for McLean Mill Management Board

Background

Currently the City has a contract for service with the Western Vancouver Island Industrial Heritage Society (WVIIHS) to operate and deliver services at the McLean Mill (Mill). The City pays the WVIIHS a budgeted amount each year for this contract. For 2015 and 2016 it is \$225,000 plus other approved items e.g. matching grant with Parks Canada for work on some of the buildings. The City pays for the insurance, some utilities, and other costs, and these amounts are deducted from the WVIIHS grant. The WVIIHS is responsible for staff that they have hired to operate the mill (Manager, mill staff and summer staff). This agreement is attached.

The City has an agreement with the federal government, extending to 2037, for the McLean Mill National Historic Site and the continuing obligation to preserve the site to a particular standard. This agreement is attached. Please note: this agreement does not include the operations of the Alberni Pacific Railway. It is intended to ensure the commemorative integrity of the McLean Mill National Historic Site as restored under the agreement. This is the only commitment that the City has made to the Federal government. The City has no agreement with the Federal government to operate the railway.

There has been on-going debate in the public as to whether the mill should receive a fee for service and there is a belief that if operated 'properly' the subsidy would be reduced significantly or eliminated. Council formed a McLean Mill Advisory Committee in January 2015 with their first meeting taking place on March 12. A copy of their terms of reference is attached.

In reviewing the meeting minutes of the Advisory Committee the following items provide oversight relating to the forming of a new Board of Directors:

- Requirement for oversight and clear accountability, relating to the overall operation; Human resources and staffing issues (April minutes)
- Discussion of governance and more diversified funding options – including the possibility of a new “Friends of McLean Mill” organization to complement the WVHHS – the latter is working toward achieving charitable tax status. (May minutes)
- Create a Friends of McLean Mill society as a registered non-profit charity both as a way to receive funding and also as a means for interested people to become engaged with the mill. Following discussion, it was moved and seconded: that the formation of a Friends of McLean Mill society and the improvement of site interpretation be made the two priority projects for this year: Carried. (June minutes)
- Friends of McLean Mill Society: Discussion: needs to be a separate society. Will need to set up purposes to qualify for CRA tax creditable status (charity). Will have two primary foci: fundraising and volunteers. Rob Duncan/Ancillary cash streams subcommittee will work on this issue and make a report on it at the next meeting. (July minutes)
- Mill Property & Operations – the committee met this week and discussed: the formation of a Friends of McLean Mill Society. Ancillary Cash Streams Committee: Three basic governance alternatives: City of Port Alberni – direct City Management; Friends of McLean Mill Society – formed specifically to manage the operation; Status Quo – WVHHS as the contract operator; with limited inputs from the City. Discussion of the Governance options: question of whether the current contract with the WVHHS is the right model; preference expressed for a new operating society; Ken Rutherford confirmed that the Directors of the WVHHS had confirmed that they were willing to consider new management models; Discussion of the idea of a tripartite agreement between the City of Port Alberni, WVHHS and new operating society – could provide a workable model. (August minutes)
- September minutes – no mention of society or Board
- Review of Governance Options:
 - The five previously-proposed governance options were reviewed, followed by a lengthy discussion.
 - A new option was presented and approved: That a new Board of Directors be established which will be responsible for the management of the McLean Mill NHS and the Alberni Pacific Railway. (October minutes)
- Governance recommendation was determined as the key recommendation to be offered to City Council: that a new Board of Directors be established which would be responsible for the management of the McLean Mill NHS and the Alberni Pacific Railway (APR). The Board will assume direction of operations; other than the work already performed by the WVHHS – preservation and operation of the Mill, APR, etc. The new board would work in cooperation with the WVHHS. The Board would be accountable to the City of Port Alberni. Suggestion that the Board comprise of no more than four members, preferably young and energetic. The need for succession planning was identified (November minutes)

On November 30, 2015, the Advisory Committee provided Council with a presentation and report outlining the 5 different governance models.

From their report:

The committee was tasked with reviewing the current governance situation and providing recommendations for future governance models. There are five governance options available:

1. Status quo: The City continues with the contract with the WVIIHS to manage the site via a Mill manager.
2. Status quo with small changes: This option could include some restructuring of the current WVIIHS agreement to accommodate administrative officers who would specifically oversee Mill operations.
3. Operated by the City: The City takes over operation of the site.
4. Managed by a new Board of Directors: Development of a new Board of Directors that would take over operations of the site in collaboration with the WVIIHS.
5. Operate the Mill as a static site only: This option has potential liability and maintenance issues.

The McLean Mill Advisory Committee considers Option 4 to offer the best opportunity for the Mill to develop into a major community asset.

In their report there are two recommendations:

- Form a Friends of McLean Mill and

Recommendation to the City

- Appoint a small Board of Directors to focus on management of McLean Mill and train operations, and to work in collaboration with the Western Vancouver Island Industrial Heritage Society and City Council. We recognize that it is not the role of this advisory committee to implement operations. We also think it would be advantageous for the new Board to encourage the formation of a non-profit Friends of McLean Mill National Heritage Site Society, which could be instrumental in seeking grants and other external funding sources.

At the December 10 Special In-Camera Council Meeting, Council endorsed the following resolution:

That staff be directed to prepare a report outlining options for the formation of a governing body that would report to the City and assume responsibility for the management of the McLean Mill National Historic Site and Alberni Pacific Railway.

Discussion

Staff have reviewed a number of options and provide Council with the following pros and cons for each option.

In addition there is a need to clarify the role of the WVHHS. Will the City continue to provide the operating grant to the WVHHS as per the existing contract? If not the contract will need to be terminated and the relationship between the City, the new governing organization and the WVHHS be defined.

Governing Options:

1. ***Corporation or Company*** – the “Community Forest” model. This would be incorporated as a separate legal entity pursuant to the *Business Corporations Act*. The company would be owned by the City as the sole shareholder, and the City would elect the Board of Directors. However, that Board would operate the Mill and train as an independent entity. The City could put money into the company by purchasing shares in the company. The City cannot provide grants to the Corporation.
 - Pros
 - Independent entity & board
 - Profit motivation
 - Potential for hiring knowledgeable professional staff
 - Cons
 - Independent entity & board
 - Limited potential for profit
 - Not eligible for Gaming funds and limited grant opportunities (some funders will only provide to not-for-profit organizations)
 - Complexity, cost, & time
 - Steps in incorporating, including obtaining approval from the inspector of municipalities
 - Cost – estimated \$2,500 - \$3,000 to incorporate
2. ***Council Standing Committee*** – made up of at least 50% City Councillors, with specific administrative powers delegated to it.
 - Pros
 - Less complex & cheaper
 - More direct Council control
 - Cons
 - Status quo
 - More direct Council control
 - Still volunteer-dependent
 - Adds another level of administration & complexity to operations

3. **New Society** – “Friends of McLean Mill” model. A new society would require at least five members. The society would be established as a separate legal entity, and its creation does not require the approval of the Inspector of Municipalities. The members of a society can nominate, elect, or appoint directors, who must manage the affairs of the society. The creation of a new society would require that it conform to the permitted purposes of a non-profit society. Such a society could apply to the Canada Revenue Agency for charitable status if its goals conformed to those approved by the CRA.
 - Pros
 - Less complex & cheaper than corporation option
 - New start for new focus
 - Cons
 - Status quo – less business/profit-focused than corporation
 - Still volunteer-dependent
 - Adds another level of administration & complexity to operations
 - The purpose of the society cannot be to make a ‘profit’
 - Reduces direct accountability to the City, as an independent society
4. **RFP – call for operating proposals from an existing organization**, such as the Chamber of Commerce. An existing organization, already operating in the heritage or tourism sector, may be willing to assume operational oversight of the Mill and the APR. The Chamber, for example, is already active in tourism and the promotion of the Alberni Valley, and the Mill and Train provide central tourism attractions. The Chamber already has a contractual agreement with the City, and has an existing operational structure, that could be modified to incorporate the operation of the Mill and train.
 - Pros
 - City can offload more responsibility for site maintenance and operation
 - Existing organization will have a structure in place for governance and decision making
 - Cons
 - No change – or potential increase – in expected subsidies
5. **Adapting/modifying the existing operating society** – the Western Vancouver Island Industrial Heritage Society. The WVIHS has operated the Mill and Train since the NHS opened 15 years ago, and was integral to the restoration and operation of the various heritage assets. When the operation was put on a contractual basis in 2012, direct City involvement was greatly diminished. The WVIHS, as currently constituted, would require some assistance in developing management and operational capacity to more effectively operate the Mill and Train. However, as the volunteers of the WVIHS will be

expected to continue to restore, maintain, and operate the machines and facilities, increasing their capacity to manage would remove an extra layer of administration, compared to some other options.

- Pros
 - Operational expertise and agreement already in place
 - Significant body of volunteers – does not require recruiting a new group
 - Does not add another administrative level
- Cons
 - Requires major administrative & operational restructuring of the Society
 - Resistance from the Society – possible desire to maintain the status quo

6. **Re-establish the Management Operating Board** – the Management Operating Board, or MOB, was the managing entity for McLean Mill NHS and the APR in its earlier years of operation, following 2000. It was originally comprised of the City Manager, the Museum Director, the Executive of the WVIHS, and the Manager of McLean Mill and the APR. This group held a role similar to that envisioned for the proposed Board of Management. Due to a perceived lack of effectiveness of this group, in 2009 it was proposed that it be restructured to include the Museum Director, Mill Manager, WVIHS representative, Heritage Commission representative, City-appointed community at large representative, and City Councillor. This was not enacted, and instead the City entered the service contract with the WVIHS in 2012.

- Pros
 - Less complex & cheaper
 - More direct Council control
- Cons
 - Status quo
 - Requires non-adversarial & supportive relationship between Council, City staff, WVIHS, other stakeholders

The alternatives provide options for the formation of a governing body that would report to the City and assume responsibility for the management of the McLean Mill National Historic Site and Alberni Pacific Railway, as directed by City Council.

Implementation of some of these options would require legal advice. Staff requests that Council determine which of the above is its preferred option, in order to proceed with appropriate implementation.

Respectfully submitted



Theresa Kingston

Director of Community Services

**MCLEAN MILL NATIONAL HISTORIC SITE
MANAGEMENT AGREEMENT**

THIS AGREEMENT made this 27th day of February, 2012, is

BETWEEN:

CITY OF PORT ALBERNI, a municipal corporation pursuant to the laws of British Columbia and having an address of 4850 Argyle Street, Port Alberni, BC V9Y 1V8

(the "City")

AND:

WESTERN VANCOUVER ISLAND INDUSTRIAL HERITAGE SOCIETY,
A registered society under the *Societies Act* (British Columbia) having an address of
3100 Kingsway Avenue
Port Alberni, BC V9Y 3B1

(the "Society")

WHEREAS:

- A. The City is the registered and beneficial owner of certain lands in the Alberni Assessment District, in the Province of British Columbia, more particularly known and described as:

PID 018-572-871

Lot A, Loop Farms and District Lot 106,
Alberni District, Plan VIP 57991 (the "McLean Mill National Historic Site");

and

PID 015-177-327

Lot A, District Lot 1, Alberni District, Plan 49411
3100 Kingsway Street (the "Station")

together with an assortment of historical industrial machinery and equipment including logging trucks (the "Equipment") and locomotives and railcars operated as a registered railway known as the Alberni Pacific Railway (the "Railway").

- B. The City pursuant to the fundamental powers of the *Community Charter* has the capacity, rights, powers and privileges of a natural person of full capacity and may provide any service that the Council considers necessary through another organization.
- C. The City has agreed with Parks Canada to the operation and management of a national historic site on the McLean Mill National Historic Site.
- D. The Society pursuant to its Constitution and Bylaws has the authority to undertake management and operation of industrial heritage facilities on western Vancouver Island.
- E. The Society has offered to provide operation and management services for the McLean Mill National Historic Site and Railway and the City has agreed to engage the Society exclusively to carry out these services hereinafter set forth, for the consideration payable by the City to the Society hereunder.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in and for the consideration and other payments hereinafter provided for, and the mutual covenants herein contained, the parties hereto covenant and agree each with the other as follows:

1.0 INTERPRETATION

In this Agreement:

- 1.1 **Annual Operating Plan** is the document prepared by the Society in consultation with City Management to be approved by Council before the upcoming season. The annual operating plan guides operations and expenditures for the Mill each season and is the basis upon which the City contributes the annual payment to the Society. Contents of the plan are outlined in schedule A.
- 1.2 **Annual Capital Plan.** Capital Expenditures are Expenditures for purchases of a value in excess of \$1000, or approved restoration projects within the historic zone with a value in excess of \$5000 or any construction projects approved on the Site with a value in excess of \$5000. The Society in consultation with the Director of the Alberni Valley Museum will prepare an Annual Capital Plan to be approved by Council before the upcoming season. Approved funding for this Capital Plan is separate from agreed payment to the Society for the operation of McLean Mill National Historic Site under section 1.1.
- 1.3 **Contaminants** means any explosives, radioactive materials, asbestos materials, urea formaldehyde, chlorobiphenyles, hydrocarbon contaminants, underground tanks, pollutants, contaminants, hazardous, corrosive substances, toxic substances, special waste, waste of any kind, or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws.
- 1.4 **Environmental Laws** means any and all statutes, laws, regulations, orders, bylaws, permits, and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Land now or hereafter in force with respect in any way to the environment or health, or occupational health and safety, including all applicable guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time.
- 1.5 **Historic Zone** means that part of the Mclean Mill National Historic Site identified in schedule C.
- 1.6 **Management Plan** is the schedule A of the 1996 Cost Sharing Agreement between the City of Port Alberni and the Minister of Canadian Heritage. It outlines the strategic direction for the management and operation of the McLean Mill National Historic Site and provides the framework for the business and working plan upon which this cost sharing agreement is founded.
- 1.7 **Operational Services** includes the operation, maintenance, site safety, programming, accounting and financial management including appropriate controls for monitoring expenditures and revenues, inclusive of the Mill, visitor centre, parking area, train platform and associated buildings, Station, Roundhouse, other facilities and equipment of the Mclean Mill National Historic Site and Railway. Details of the Operational Services to be provided are listed in Schedule E.

2.0 APPOINTMENT AND TERM

- 2.1 the City hereby appoints the Society exclusive operator of McLean Mill National Historic Site and Station on behalf of the City for a term ("Initial Term") effective on February 14th, 2012 and continuing for the period of five (5) years thereafter, subject to the renewal thereof in accordance with paragraph 2.2 hereof and the provision for prior cancellation by the City in accordance with paragraph 2.3 hereof.
- 2.2 This Agreement may be renewed by the City for further terms of five (5) years following the expiry of the Initial Term hereof or any renewal term upon the same terms and conditions as herein contained; provided however, that during any renewal term, this Agreement may be terminated without cause and without giving reasons by either the City or by the Society upon giving 180 days written notice in respect thereof to the other. Such notice need only state that the party giving such notice wishes to have the Agreement terminate and the Agreement shall terminate upon the expiry of 180 days after the delivery of such notice.
- 2.3 If the Society defaults in the observance or performance of any of its obligations hereunder and fails to commence in good faith the curing of such default as soon as the nature of the default require it to be cured and in any event within thirty (30) days after written notice of such default is given to the Society by the City or within a reasonable time thereafter having due regard to the nature and extent of such default, to prosecute to completion with diligence and continuity the curing thereof, the City may forthwith terminate this Agreement by written notice to the Society.

3.0 SOCIETY'S COVENANTS

The Society shall:

- 3.1 Provide operational services for the effective, economic and efficient operation of McLean Mill National Historic Site and Alberni Pacific Railway in a safe and business-like manner, consistent with the Management Plan to a standard equivalent to comparable national historic sites, and use all reasonable efforts on behalf of the City to obtain the highest possible profile for and tourist visits to McLean Mill National Historic Site and Railway, having regard to the management and operating powers of the Society in accordance with the provisions of this Agreement.
- 3.2 Comply with all municipal, provincial and federal statutes, regulations, bylaws, and permits including but not limited to regulations arising from the *British Columbia Railway Safety Act*, *British Columbia Worker's Compensation Act*, *British Columbia Employment Standards Act* and *British Columbia Human Rights Code*.
- 3.3 Prepare and submit an annual operational review of the current year no later than the end of the calendar year. This report is to include a record of daily monthly and seasonal visitor statistics and an outline of general operations.
- 3.4 Prepare and submit for the approval of the City no later than the end of the calendar year, a Five Year Financial Plan and Annual Operation Plan. An outline of the content of these plans is provided in schedule A.

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- 3.5 Ensure that all records of transactions (revenues and expenditures) are kept in such a fashion as to allow the City to review and compare to previous years operation. The society is to maintain appropriate and proper books of account and records with respect to McLean Mill National Historic Site. At the expense of the City, the City or any person or firm appointed by the City shall have the right, at reasonable times and intervals, to cause such inspection of the records so maintained by the Society to be made as may be reasonable in the circumstances, it being understood that the City shall reasonably endeavor to accept any inspection conducted by the person or firm appointed by the City as adequate for its own purposes.
- 3.6 Submit to the City annually no later than 90 days following the commencement of each calendar year the 'review engagement' financial statements for the previous year.
- 3.7 Undertake hiring and take full responsibility for all staff including payroll, training, supervision and the appropriate occupational health and safety program.
- 3.8 Implement a Volunteer management program appropriate to the needs of the operation and take full responsibility for all volunteers including safety, recruitment, training, supervision and recognition.
- 3.9 Pay charges for motive fuels and propane for the Railway, the Equipment and the McLean Mill.

4.0 CITY'S COVENANTS

The City shall:

- 4.1 Develop programs and annual working plans in consultation with the Society for capital upgrades, restoration, conservation, exhibits, interpretation, related to of the Mclean Mill National Historic Site.
- 4.2 Assist with orientation of employees and volunteers regarding the preservation of McLean Mill National Historic Site heritage values.
- 4.3 Provide to the Society access to historical research, information and materials as required for training and operational planning.
- 4.4 Use best efforts to:
- (a) Maintain a non-exclusive Track License Agreement with the Island Corridor Foundation permitting operation of the Railway between Mile 33.25 Port Alberni Subdivision (Smith Road Rail Crossing) and Mile 37.9 Port Alberni Subdivision (Stamp Avenue Rail Crossing);
 - (b) Maintain a lease agreement for land and buildings located on Lot A, District Lot 1, Alberni District, Plan VIP 68454 (the "Roundhouse") to be utilized for storage and maintenance of Railway Equipment;
 - (c) Maintain a non-exclusive Track License Agreement with the track owner permitting operation of the Railway between Mile 38.8 Port Alberni Subdivision (the Station) and Mile 37.9 Port Alberni Subdivision (Stamp Avenue Rail Crossing);

- (d) Maintain a non-exclusive Track License Agreement with the track owner permitting operation of the Railway between Mile 38.8 Port Alberni Subdivision (the Station) and Bruce Street; and
- (e) Maintain a lease agreement for land and buildings located on part of D.L. 60 Alberni District ("the Barn") to be utilized for storage of logging and railway equipment and lease of a right of way on part of Lot 1 Loop Farms, Alberni District, Plan VIP65249 containing the rail spur access to the McLean Mill National Historic Site.

5.0 MUTUAL COVENANTS

- 5.1 Both parties recognize the overarching importance of protection of site heritage values in the operation of the McLean Mill National Historic Site.
- 5.2 Both parties agree to cooperate on the provision of and annual marketing plan for the Alberni Heritage Network that will lead to increased public awareness of the McLean Mill National Historic Site and the Alberni Pacific Railway.
- 5.3 Both parties recognize that while the City's Industrial Collection and the Railway Equipment may be stored, restored, maintained, repaired or operated at locations other than the McLean Mill National Historic Site, this Equipment and Railway is intrinsic to the historic fabric of the McLean Mill National Historic Site.
- 5.4 Both parties agree that the financial year and the operating season follow the calendar year.
- 5.5 Both parties agree that the context statement outlined in schedule B provides for the parties and their representatives, agents, staff, volunteers and contractors a reasonable explanation of the context for the McLean Mill.
- 5.6 Notwithstanding paragraph 2.1 above, both parties acknowledge that, by way of a separate lease agreement, the City leases a portion of the McLean Mill National Historic site to the Alberni Valley Enhancement Society (AVES) for the purposes of operating a demonstration fish hatchery. Both parties agree that the Society has no responsibility for the operation or maintenance of this facility and the Society agrees to cooperate with the AVES on matters related to site access, water supply for the hatchery, and programming of the site.

6.0 PAYMENTS BY CITY

- 6.1 City will pay to the Society annually the sum set out in the approved *Annual Operating Plan* for providing operational services for the *McLean Mill National Historic Site* and the Alberni Pacific Railway. Payment shall be subject to the City's approval of the *Annual Operating Plan* and the Society's fulfillment of all obligations of this agreement. This payment will be made in two equal installments on March 1 and July 1 of each year.
- 6.2 City shall pay license fees and other charges arising from Track License and land lease agreements required in Section 4.

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- 6.3 The City will pay utility charges as follows: water, telephone, heat (including natural gas), electricity, security and fire protection system inspections.
- 6.4 The City will pay for costs relating to criminal record checks for the Society's employees and volunteers where these criminal record checks are required by the City's Policies.
- 6.5 The City will pay for all approved Annual Capital Plan expenses.

7.0 INSURANCE

- 7.1 The City will obtain, at its expense, all-risk insurance, for replacement cost, on all improvements at the McLean Mill National Historic Site and the Station and all of the fixtures and equipment on those lands as well as on the Equipment and the Railway, in such an amount as deemed reasonable by the City. Further the City will obtain comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the operations of the McLean Mill National Historic Site and the Railway and Equipment in an amount of not less than two million (\$2,000,000.00) per occurrence.
- 7.2 The City will also obtain and maintain at its expense during the Term comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the operations of the Railway in an amount of not less than ten million (\$10,000,000.00) per occurrence.
- 7.3 The City will provide for the Society to be named as a co-insured party within the insurance policies provided for in Sections 7.1 and 7.2.
- 7.4 The Society will reimburse the City the deductible amount paid by the City for any insurance claims arising from the acts or omissions of the Society, including its directors, officers, employees, volunteers, contractors or agents.

8.0 ENVIRONMENTAL MATTERS

- 8.2 The Society must not at any time during the Term:
- (a) use, exercise, or carry on or permit or suffer to be used, exercised or carried on, in or upon the Lands, or any part, any dangerous, noxious, noisome, odorous or offensive activity, or keep, use, handle or dispose of any goods or things which are objectionable, or by which any of the Lands, or any part, may be damaged or injuriously affected, or
 - (b) use or permit to be used the Lands or any part thereof for the storage, manufacture, disposal, treatment, generation, use, transport, remediation, release into the environment of, or any other dealing with, any Contaminants, and without limiting the generality of the foregoing, the Society must take all reasonable measures to ensure that any effluent or other substance discharged, spilled, emitted, released or permitted to escape, seep or leak into any ditches, culverts, drains or sewers on or adjacent to the Lands does not contain any Contaminants or any other substances harmful to any sewage disposal works or to the bacteriological process of sewage purification.

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- 8.3 The Society must promptly and strictly comply with and conform to the requirements of all Environmental Laws at any time or from time to time in force, together with any requirement of insurers, regarding the proper and lawful storage, manufacture, disposal, treatment, generation, use, transport, remediation, release into the environment of, or other dealing with, Contaminants on, in under or from the Lands.
- 8.4 The Society may be required, at the City's request from time to time, to provide the City with a certificate certifying that the Society is in compliance with all Environmental Laws and that no adverse environmental occurrences have taken place at the Lands.
- 8.5 The Society must provide the City promptly on request with such written authorizations as the City may require from time to time to make inquiries at any governmental authority regarding the Society's compliance with Environmental Laws.
- 8.6 The Society must promptly notify the City in writing of:
- (a) the introduction of any Contaminants in, on or under the Lands or any part thereof;
 - (b) the introduction of any Contaminants, or any occurrence or condition, on the Lands or any real property adjoining or in the vicinity of the Lands, which could subject the Society, the City or the Lands to any fines, penalties, orders or proceedings under Environmental Laws;
 - (c) any enforcement, order, investigation, litigation or other governmental, regulatory, judicial or administrative action instituted, contemplated or threatened against the Society or the Lands pursuant to Environmental Laws; and
 - (d) all claims, actions, orders or investigations, made or threatened by any third party against the Society or the Lands relating to damage, contribution, cost recovery, compensation, loss or injuries resulting from any Contaminants brought onto or created on the Lands by the Society or its employees, agents, contractors, subtenants, licensees or invitees or arising from the use or occupation of the Lands hereunder or the exercise of the Society's rights or duties hereunder, or any breach of any Environmental Laws arising from any of the foregoing.
- 8.7 The Society must, promptly and at the City's request from time to time, remove any and all Contaminants from the Lands and remediate any contamination of the Lands or any other lands, resulting from the Contaminants brought onto or created on the Lands by the Society or its employees, agents, contractors, sub-lessees, tenants, licensees, invitees, tenants, caretakers or volunteers or arising from the use or occupation of the Lands under this agreement or the exercise of the Society's rights or duties under this Agreement, the Society must leave the Lands free from any and all Contaminants brought onto or created on the Lands by the Society or its employees, agents, contractors, sub-lessees, tenants, licensees, invitees, tenants, caretakers, or volunteers or resulting from the use or occupation of the Lands hereunder or the exercise of the Society's rights or duties hereunder.
- 8.8 If the Society brings or creates upon the Lands any Contaminants then, notwithstanding any rule of law to the contrary, such Contaminants are and remain the sole and exclusive property of the Society and do not become the property of the City, notwithstanding the

degree of affixation of the Contaminants or the goods containing the Contaminants to the Lands and notwithstanding the expiry or earlier termination of this Agreement. This section supersedes any other provision of the Agreement to the contrary.

- 8.9 Notwithstanding sections 8.2 through 8.8 and section 9.1 of this Agreement, the City must indemnify and save harmless the Society and its directors, officers, employees, agents, caretakers, and volunteers from any and all liabilities, actions, damages, claims, losses, costs and expenses (including without limitation, the full amount of all legal fees, costs, charges and expenses and the costs of removal, treatment, storage and disposal of Contaminants and remediation of the Lands) which may be paid by, incurred by or asserted against the Society or its directors, officers, employees, agents, caretakers, or volunteers for, with respect to or as a direct or indirect result of the presence of Contaminants on the Lands on or before the reference date of this Agreement.

9.0 MUTUAL INDEMNITY

- 9.1 Each party (the "Indemnifying Party") shall indemnify and save harmless the other party, its elected officials, directors, officers and employees (collectively, the "Indemnitees") from and against any losses, claims, damages, awards, penalties, costs, expenses (including legal fees and disbursements), liabilities, actions, causes of action and proceedings, made, suffered, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused, based upon, occasioned by or attributable to, any personal injury or death, damage to or loss of property, or other loss or damage of any kind, arising from any willful or negligent act or omission or other actionable wrong by the Indemnifying Party or any breach of any term of this Agreement by the Indemnifying Party. The Indemnifying Party shall have the sole right to defend such claims at its own expense. The Indemnitees shall provide, at the Indemnifying Party's expense, such assistance in investigating and defending such claims as the Indemnifying Party may reasonably request. This indemnity shall survive the termination of this Agreement.

10.0 NO ASSIGNMENT

- 10.1 The Society may not assign this Agreement without the written consent of the City, which consent may be arbitrarily withheld; provided that if such consent is given, the society shall be relieved of all its obligations hereunder except to the extent they arose prior to the giving of such consent.

11.0 APPROVALS

- 11.1 The Society hereby acknowledges and agrees that any approvals required from the City hereunder may be arbitrarily withheld by the City, provided such arbitrary withholding of approval by the City shall be bona fide and based on the merits of the proposed act, course of action or matter for which approval is required by the City. The City hereby acknowledges and agrees that if as a result of such an arbitrary withholding of approval by the City, the Society is unable to observe and perform its obligations hereunder, the Society will not be deemed to be in default of such obligations.
- 11.2 Nothing in this agreement will fetter the discretion or prejudice the rights and powers of the City in the exercise of its functions pursuant to the *Community Charter*.

12.0 DELAYS

- 12.1 Whenever in this Agreement it is provided that anything be done or performed, such provisions are subject to unavoidable delays and neither the City nor the Society shall be regarded as being in default in the performance of any obligation hereunder during the period of any unavoidable delays relating hereto and each of them shall notify the other of them of the commencement, duration and consequence (so far as is within the knowledge of the party giving such notice) of any unavoidable delays affecting the performance of any of its obligations hereunder.
- 12.2 Unavoidable delay means any prevention, delay, stoppage or interruption in the performance of any obligation of a party hereunder due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, laws, ordinances, rules, regulations or orders of governmental authorities, enemy or hostile, civil commotion, fire or other casualty and any other condition or cause beyond the reasonable control of the party obligated to perform, but shall not include any inability to perform because of any lack of funds or other financial consideration occasioned by default of the City or the Society performing its obligations hereunder.
- 12.3 Subject to paragraph 11, whenever it is provided herein that a consent, approval or other action shall be obtained from the City, such expression shall be deemed to include a requirement that such consent, approval or other action or refusal thereof shall not be unreasonably delayed.

13.0 NOTICES

- 13.1 Any notice required to be given hereunder by either party to the other shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, faxed or delivered at the addresses hereinafter set forth;

To the City:

City of Port Alberni
4850 Argyle Street
Port Alberni, BC V9Y 1V8 Attention: City Clerk
Fax # (250) 723-1003

To the Society:

Western Vancouver Island Industrial Heritage Society
3100 Kingsway Avenue
Port Alberni, BC V9Y 3B1 Attention: President

or at such other addresses as the parties hereto may from time to time advise in writing, and any such notice shall be deemed to have been received, if mailed or faxed forty-eight (48) hours after the date of such mailing or faxing and if delivered, upon the day of delivery.

14.0 NON-RELEASE

- 14.1 Upon termination of this Agreement by effluxion of time or otherwise, the Society shall not be released from any of its obligations under this Agreement existing at the time of such termination and the Society will forthwith deliver to the City all records and other documents in its possession or control reasonably required for the continued operation of McLean Mill National Historic Site.

15.0 WAIVER

- 15.1 No condoning, excusing or overlooking by the City or Society of any default, breach or non-observance by the Society or the City respectively at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the City's or the Society's rights or duties respectively hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the City or the Society respectively herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the City or the Society respectively save only express waiver in writing.

16.0 CONFIDENTIALITY

- 16.1 The Society shall not divulge to any other party at any time any information in its possession or control relating to McLean Mill National Historic Site except as may be reasonably necessary to perform its obligations hereunder or otherwise as may be required by law, and this covenant shall survive the termination of this Agreement.

17.0 DISPUTE RESOLUTION

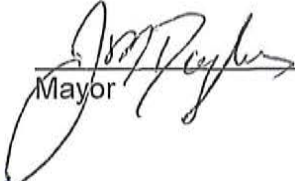
- 17.1 If a dispute relating to this Agreement should arise, and the Parties cannot settle the dispute through negotiation, then the Parties may attempt to resolve the dispute through mediation. If mediation is unsuccessful, the parties may submit the dispute to binding arbitration pursuant to the *Commercial Arbitration Act (British Columbia)*.
- 17.2 If any dispute is referred to mediation or to an arbitrator appointed under the *Commercial Arbitration Act*, the costs of the mediation or arbitration shall be borne equally by the parties involved in the dispute, unless another arrangement is made by agreement of the parties. Unless otherwise agreed, the parties agree that in the event of arbitration, a single arbitrator shall be appointed in lieu of a panel.

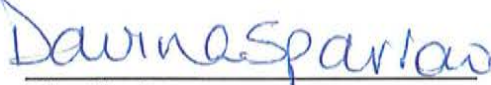
18.0 RELATIONSHIP BETWEEN THE PARTIES

- 18.1 It is understood and agreed that nothing contained neither in this Agreement nor in any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of owner and contractor.

As evidence of the mutual intention of the parties to be bound by all the terms of this Agreement they have caused to be fixed their seals attested to by the signatures of their respective officers duly authorized for such purpose:

The Corporate Seal of the
CITY OF PORT ALBERNI was
hereunto affixed in the presence of
its duly authorized officers:



Mayor


City Clerk

The Corporate Seal of the Western
Vancouver Island Industrial Heritage Society
was hereunto affixed in the presence of its
duly authorized officers:



President


Treasurer

Date: March 8, 2012

Date: March 8, 2012

Schedule A
Contents of the Annual Operational Plan and Five Year Financial Plan

The Annual Operational plan is to include details of the following components as proposed for the upcoming season:

1. Operating expenditure budget setting forth anticipated revenues and expenses derived from or incurred in respect of McLean Mill National Historic Site on an accrual basis for the next fiscal year of the City, including without any limitation, details with respect to anticipated expenses for administration, programming, interpretation, marketing and promotion, non-capital repairs and maintenance, materials and supplies, legal and audit fees.
2. Contribution amount proposed from the City for the upcoming year.
3. Hours of operation for the McLean Mill Historic Site and Railway for the forthcoming season.
4. Proposed fees and charges relating to all aspects including services, merchandise, admissions.
5. Staff and volunteer levels including hiring, training, orientation, supervision, safety and recognition programs.
6. Programming and tours.
7. Proposed maintenance and non capital upgrades.
8. Proposed Inquiry management plan.
9. Planned special functions, facility rentals, celebrations and other events.
10. Marketing, advertising and promotion.
11. Grants, donations and fund raising activities.
12. Merchandise and food services plans.

The Five Year Financial Plan will be developed in consultation with the City's Director of Finance and the Director of the Alberni Valley Museum through the City's annual financial plan process. This includes public consultation. It will follow the format required of the departments of the City of Port Alberni. In general, it is an expansion of the annual operating budget projected over each of the five years of the Plan.

Schedule B

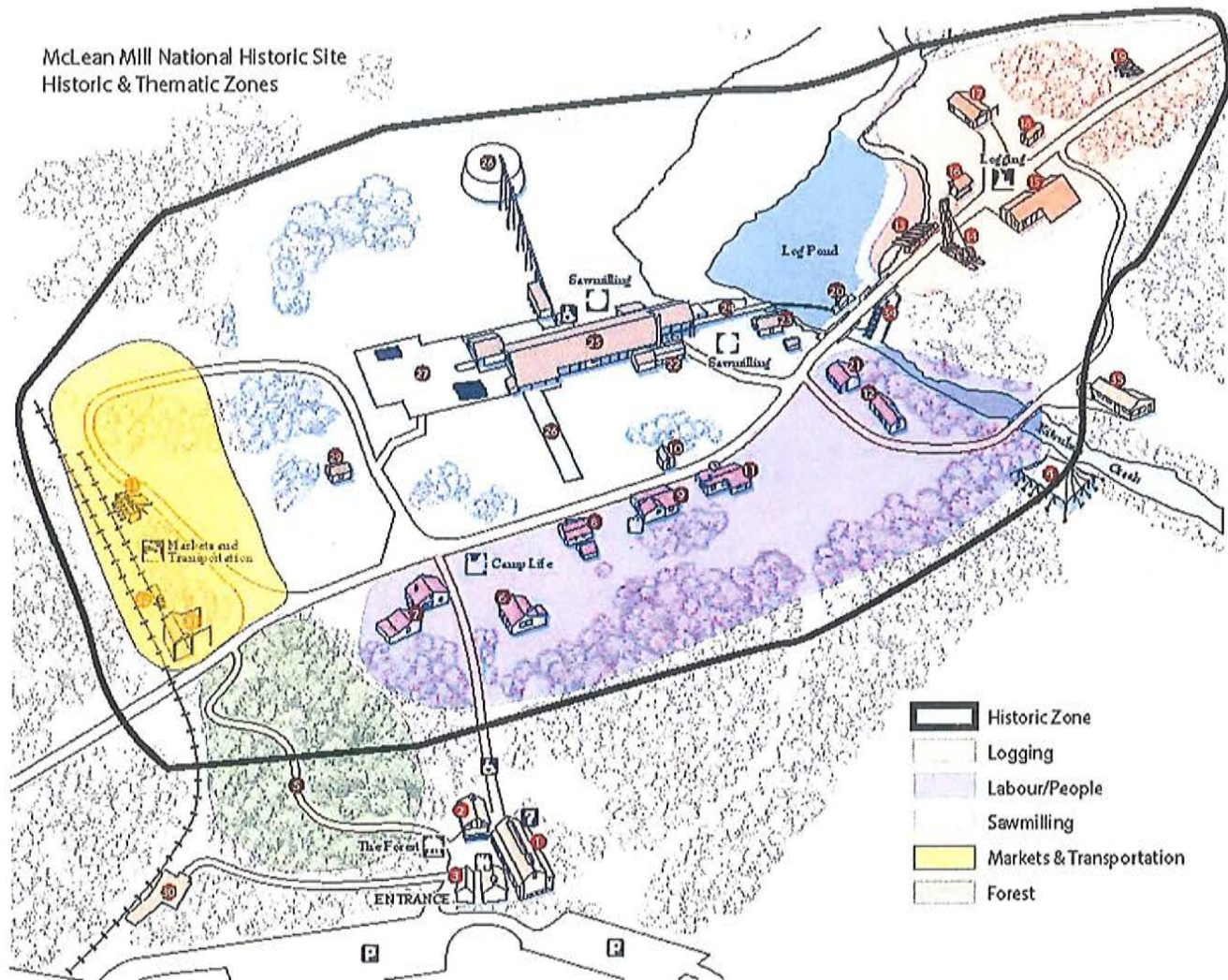
McLean Mill National Historic Site Context Statement

The Context Statement outlines the factors influencing the management of the Mclean Mill. It is intended to provide a basic outline for the understanding for both parties and their representatives on site.

1. The lands were donated to the City of Port Alberni by MacMillan Bloedel for the purpose of a heritage site and related activities. A restrictive covenant (EH1630) registered on title restrict the lands use for these purposes.
2. A cost sharing agreement between the City and the Ministry of Canadian Heritage establishes the responsibility of the City for the conservation and heritage preservation of McLean Mill National Historic site, and sets out an agreement to operate, maintain, conserve and present McLean Mill National Historic site in the same condition as its conserved state, for a period of forty-two years commencing July 23, 1996. The Ministry of Canadian Heritage agreed to fund up to \$2,600,000 for restoration works between 1996 and 2000.
3. The Management Plan for McLean Mill National Historic Site, schedule A of the Cost Sharing Agreement, outlines the strategic direction for the management and operation of the McLean Mill National Historic Site and provides the framework for the business and working plan upon which the cost sharing agreement is founded.
4. The City owns other historic and cultural artifacts, buildings and equipment including the Railway and related equipment that is intrinsic to the historic fabric of the McLean Mill National Historic Site. Both parties recognize that while these buildings, equipment and the Railway are located off the Lands, their restoration, maintenance, repair and operation is included within the scope of this Agreement.
5. The City provides the annual financial contribution to the Society to operate, manage and maintain the Mill, including the visitor service area, parking and railway. The Society raises additional revenue through admissions, special events, and sales of merchandise. The society is responsible to cover all of the expenses of managing and operating the mill.
6. Given the City's obligations to the Department of Canadian Heritage for the historic values of the site, changes to and use of the historical buildings and equipment must meet criteria that the Museum Director is responsible for administering.
7. McLean Mill's success is based on cooperation and collaboration of the two parties – the Society and the City. Each party respects the role of the other and will work together to achieve what is in the interest of the Mclean Mill – a National Historic Site and key component of the Alberni Valley's Heritage Network.
8. Given the City's obligations to the Department of Canadian Heritage, the City is responsible for ongoing preservation of the McLean Mill National Historic Site. Works required to ensure such preservation are intended to be funded through the *Annual Capital Plan* as approved by City Council.

Schedule C
McLean Mill National Historic Site Map

Map of site delineating significant features relating to the agreement and identifying extent of historic site if different from boundary.



Schedule D
McLean Mill National Historic site
Responsibility Matrix

The following matrix clearly identifies the roles and responsibilities of the City and the Society, as outlined in the management agreement. It also demonstrates where a joint role is required by both parties.

  	Operations	Programming and Active Interpretation	Site Signage, Passive Interpretation, Exhibits	Restoration	Capital Construction, Purchases,	Staffing	Safety	Maintenance	Landscaping	Utilities	Replacement Insurance & Liability	Fundraising	Rental & Lease Fees	Advertising /Promotion Directional Signage
McLean Mill														
Historic Zone including Mill Building and other Buildings	IHS	IHS	CPA	CPA	CPA	IHS	IHS	IHS	Both	CPA	CPA	Both	n/a	Both
Sawmill & related equipment	IHS	IHS	CPA	CPA	CPA	IHS	IHS	IHS	n/a	CPA	CPA	Both	n/a	Both
Visitor Centre Area including entry buildings, parking lot, train platform and walkways	IHS	IHS	Both	CPA	CPA	IHS	IHS	IHS	IHS	CPA	CPA	IHS	n/a	Both
Mill Pond, Dam, Fish-ladder	IHS	IHS	CPA	CPA	CPA	IHS	IHS	IHS	IHS	CPA	CPA	Both	n/a	Both
Storage Barn (leased)	IHS	n/a	n/a	n/a	n/a	IHS	IHS	IHS	IHS	CPA	n/a	IHS	CPA	n/a
Alberni Pacific Railway														
Railway Equipment	IHS	IHS	Both	IHS	Both	IHS	IHS	IHS	IHS	IHS	CPA	IHS	n/a	Both
Railway Station	IHS	IHS	Both	Both	CPA	IHS	IHS	IHS	IHS	CPA	CPA	IHS	n/a	Both
Round House (leased)	IHS	IHS	IHS	IHS	IHS	IHS	IHS	IHS	IHS	CPA	CPA	IHS	CPA	IHS
Track & Appurtenances (leased)	IHS	IHS	n/a	n/a	n/a	IHS	IHS	IHS	IHS	CPA	CPA	IHS	CPA	n/a
Historic Equipment Collection														
Railroad & Logging Industrial Equipment Collection	IHS	IHS	Both	Both	CPA	IHS	IHS	IHS	n/a	n/a	CPA	IHS	n/a	Both
Old Arena Facility	IHS	IHS	IHS	IHS	CPA	IHS	IHS	IHS	IHS	CPA	CPA	IHS	n/a	IHS

Schedule E
Details / Standards of Operational Services to be provided by the Society

1. Related to Mill and Railroad Operations

- (a) To prepare an Annual Operational Plan and a five year financial plan, as detailed in Schedule A, both of which will require approval by the City.
- (b) To deliver visitor services in such a way as to uphold the values and intent of the McLean Mill National Historic Site Commemorative Integrity Statement, and to ensure that all contractors and staff receive an orientation to the Statement and to its fundamental importance in relation to the site.
- (c) To provide visitor orientation and information, including maintaining a web site and responding to telephone and email communication throughout the year.
- (d) To record and collate daily, monthly and seasonal visitor statistics and to undertake visitor surveys and provide opportunities for visitor comment and undertaking visitor surveys. Any serious complaints should be brought to the attention of the City.
- (e) To take a pro-active role in ensuring the safety of visitors, volunteers and staff at the McLean Mill National Historic Site and to comply with all WorkSafe BC and Railway Safety Act regulations.
- (f) To require all staff, contractors and volunteers who have or potentially have unsupervised access to children in the regular course of their duties to undergo a Criminal Records Check upon hire and every five years if still so employed.
- (g) To ensure that the buildings and grounds at the site are kept clean and presentable.
- (h) To ensure that foliage at the site is cut and maintained.
- (i) To make required purchases and payments for supplies and services to carry out operations.

2. Related to Programming and Interpretation

- (a) To ensure that the messages found in the McLean Mill National Historic Site's Commemorative Integrity Statement are effectively communicated to visitors to ensure their appreciation and understanding of the site's values and status as a National Historic Site.
- (b) To interpret site themes and objectives through regularly scheduled tours, programs and special events throughout the operating seasons. To accommodate pre booked group tours (school, bus, cruise) and general access year round.
- (c) To develop and present new programs and events as the McLean Mill National Historic Site expands.
- (d) To organize or provide for special functions and to rent out space for such functions. Policies, rates and conditions of rental will be developed by the Society.

- (e) To ensure that exhibit areas are kept clean and free of known or apparent hazards.
- (f) To encourage and cooperate with film companies interested in filming anywhere on the McLean Mill National Historic Site.

3. Duties Related to Volunteer Services

- (a) To manage a volunteer program for the McLean Mill National Historic Site including recruiting, training, supervising, evaluating and recognizing volunteers.
- (b) To ensure that staff, contractors and volunteers receive an orientation to the McLean Mill National Historic Site and appropriate training for the activities they will be undertaking, including safety, fire and emergency procedures in compliance with Worksafe BC and conservation and preservation standards appropriate to the Commemorative Integrity Statement.

4. Duties Related to Marketing and Promotions

- (a) To carry out marketing and promotions activities which will lead to an increased awareness of the McLean Mill National Historic Site and increased number of visits.
- (a) To cooperate with the Alberni Valley Museum Director in preparation and implementation of an annual marketing/promotions strategy.
- (b) To maintain Visual Identity Guidelines for the McLean Mill National Historic Site and to ensure that these guidelines are followed for all advertising, promotional and on-site material produced for the McLean Mill National Historic Site.
- (c) To liaise with Parks Canada staff on cooperative efforts related to heritage tourism and marketing program integration with other National Historic Sites.

5. Duties Related to Admission Fees and Sales of Goods and Services

- (a) To charge fees as approved in the *Annual Operating Plan*.
- (b) To collect and keep records of fees charged for the McLean Mill National Historic Site.
- (c) To provide for, either directly or through third party contractual agreements, the sale of such goods and services as food and refreshments, merchandise, etc.
- (d) To market and sell lumber and residuals arising from sawmill demonstrations.

6. Duties Related to Donations and Fund Raising

- (a) To collect and record monetary donations for McLean Mill National Historic Site operation and development.
- (b) To carry out fund development activities to raise funds for McLean Mill National Historic Site development and/or operations.

COST SHARING AGREEMENT FOR MCLEAN MILL NATIONAL HISTORIC SITE

This Agreement consists of 8 pages and Schedule A.

THIS AGREEMENT made this 23rd day of July, 1996.

BETWEEN:

HER MAJESTY THE QUEEN, IN RIGHT OF CANADA,
represented herein by the Minister of Canadian Heritage

("Her Majesty")

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF PORT ALBERNI,
in the Province of British Columbia,

(the "City")

OF THE SECOND PART,

WHEREAS the *Historic Sites and Monuments Act*, RSC 1985 c.H-6, section 1, empowers the Minister to make agreements for marking or commemorating historic places pursuant to the said Act and for the care and preservation of any places so marked or commemorated;

AND WHEREAS the Minister is authorized by Treasury Board Minute TB 818927 of September 17, 1992 to enter into such agreements that provide for federal government contributions towards the cost of acquisition, restoration, preservation and presentation of sites and structures of national historic and/or architectural significance;

AND WHEREAS the Minister had declared McLean Mill, situated in the Regional District of Alberni-Clayoquot, Province of British Columbia, and known as the McLean Mill National Historic Site, to be of national historic significance;

AND WHEREAS the City has agreed to assume responsibility for the conservation and heritage presentation of McLean Mill to ensure its commemorative integrity;

AND WHEREAS the City has requested the Minister to contribute towards the cost of the conservation and heritage presentation of McLean Mill;

AND WHEREAS the City has agreed to operate, maintain, conserve and present McLean Mill in the same condition as its conserved state, for a period of forty-two (42) years, from the date of execution of this Agreement; and

AND WHEREAS Her Majesty has agreed to contribute a sum not exceeding two million and six hundred thousand dollars (\$2,600,000.00) towards the total cost of the conservation and heritage presentation of the McLean Mill National Historic Site upon the condition that the City shall contribute or expend an equal or greater sum toward the cost of the conservation and heritage presentation work subject to the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, mutual covenants and agreements herein contained, the parties covenant and agree as follows:

1. In this Agreement:

- (a) "City" means the Corporation of the City of Port Alberni or any person(s) authorized to act on its behalf;
- (b) "Commemorative Integrity" means the health or wholeness of a national historic site. A national historic site possesses commemorative integrity when (1) the resources that symbolize or represent its importance are not impaired or under threat, (2) when the reasons for the site's national historic significance are effectively communicated to the public, and (3) when the site's heritage values are respected by all whose decisions or actions affect the site;
- (c) "Conservation" means those activities that are aimed at the safeguarding of a cultural resource so as to retain its historic value and extend its physical life. Conservation does not include the construction, repair, or provision of modern services such as visitor use facilities, electricity, heating and sewage nor complete period reconstructions;
- (d) "Heritage Presentation" means those activities, facilities, programs and services, including those related to interpretation and visitor activities, that bring the public into contact, either directly or indirectly, with the national historic site;
- (e) "Level I Resources" means those resources or messages directly related to the reasons for the site having been declared of national significance.
- (f) "Management Plan" means the document approved by the Minister, attached hereto as Schedule "A", which forms part of this Agreement. The Management Plan

provides strategic direction for the management and operation of the site and provides a framework for subsequent business and work planning;

- (g) "McLean Mill" means that site declared by the Minister to be of national historic significance located in the Regional District of Alberni-Clayoquot, Province of British Columbia, known as the McLean Mill National Historic Site;
 - (h) "Minister" means the Minister of Canadian Heritage, or his/her Deputy Minister or the Assistant Deputy Minister of Parks Canada, or any authorized officer appointed by any of them for the purposes of this Agreement.
2. (a) The Management Plan shall be used as a guide for the conservation and heritage presentation work by the City. Specific conservation and/or heritage presentation projects will be reviewed and approved on an annual basis by the Minister and in accordance with the procedures established in the Management Plan.
- (b) Any major deviation from the Management Plan must be agreed to in writing and signed by all parties to this Agreement and shall form part of this Agreement.
- (c) In the event that the City does not undertake the conservation and heritage presentation of McLean Mill as identified in the Management Plan, the Minister may terminate this Agreement and any monies advanced by Her Majesty shall become a debt due and payable to Her Majesty.
3. (a) The City shall furnish the Minister, within 90 days of the execution of this agreement, satisfactory evidence that the City is the owner(s) in fee simple of the McLean Mill site subject to a restrictive covenant and option to purchase in favour of MacMillan Bloedel Ltd. and an exception and reservation in favour of Esquimalt and Nanaimo Railway Company.
- (b) The City shall, to the satisfaction of the Minister and in accordance with the Management Plan and the terms of this Agreement, undertake the conservation and heritage presentation of McLean Mill subject to payment by Her Majesty of the sums set out in section 4 of this Agreement in accordance with the requirements of that section. The conservation work is to be completed within 4 years of the date of execution of this Agreement.
4. (a) Her Majesty shall pay to the City, as a contribution towards the cost of the conservation and heritage presentation work identified under section 3(b), a sum equal to the amount contributed by the City, such sum not to exceed two million and six hundred thousand dollars (\$2,600,000.00) and representing not more than fifty per cent (50%) of the total estimated conservation and heritage presentation costs of McLean Mill, subject to the following conditions:

- (i) Her Majesty's contribution will be applied to heritage conservation and heritage presentation initiatives linked to the first two elements of commemorative integrity and the level one resources at McLean Mill;
 - (ii) The application of Her Majesty's contribution will be prioritized to address threats to the achievement of commemorative integrity; and
 - (iii) The City shall contribute an equal or greater sum to the conservation and heritage presentation work identified under section 3(b).
- (b) Her Majesty shall make payments to the City in amounts not to exceed a total of two million and six hundred thousand dollars (\$2,600,000.00) in the following manner:
- (i) In the fiscal year 1996/97, an amount not to exceed five hundred thousand dollars (\$500,000.00);
 - (ii) In the fiscal year 1997/98, an amount not to exceed one million dollars (\$1,000,000.00);
 - (iii) In the fiscal year 1998/99, an amount not to exceed one million dollars (\$1,000,000.00);
 - (iv) In the fiscal year 1999/2000, an amount not to exceed one hundred thousand dollars (\$100,000.00);

such payments to be based on submission to the Minister by the City of satisfactory proof that expenditures have been incurred and that the conservation and heritage presentation of McLean Mill is progressing in accordance with the Management Plan and the terms of this Agreement.

- (c) The financial records and accounts received by the Minister from the City as proof that expenditures have been incurred for the conservation and heritage presentation work identified in the Management Plan shall be reviewed and approved prior to any contribution being made.
- (d) Any contribution made by Her Majesty shall be made within thirty (30) days after the City has provided the appropriate financial records and accounts. All amounts not disputed shall be paid in full so that any disputed amounts may be negotiated separately.

- (e) Any contribution made by Her Majesty in excess of that required by the City, including any overpayment of non-eligible expenses, shall be reimbursed to Her Majesty by the City. The City hereby acknowledge(s) that any excess contribution aforementioned is a debt due and payable to Her Majesty.
5. It is understood and agreed that the City shall oversee the conservation and heritage presentation work as identified in the Management Plan, and that all contributions made by Her Majesty to the City shall be disbursed exclusively for that work.
6. (a) The City shall ensure that all costs pertaining to the conservation and heritage presentation work are properly incurred and that all invoices in respect thereof are promptly paid.
- (b) The Minister may at any reasonable time and at his/her own expense, for verification or audit purposes, inspect the vouchers and other accounting documents concerning expenses incurred by the City in the performance of this Agreement.
7. The City shall give the Minister the right to review the progress of the work at regular intervals, at the Minister's own expense. The review shall be based upon the Management Plan and the terms of this Agreement. The City shall provide the Minister with full information as to what is being done to execute the work and shall give him/her every possible assistance in conducting a progress review. The Minister shall ensure that the review contributes to and does not impede the progress of the City in completing the work within the time frame set out in section 3(b).
8. Her Majesty shall not deduct from any amount to be paid to the City under this Agreement any costs incurred by Her Majesty in connection with the conservation and heritage presentation work of McLean Mill, unless such deduction has first been agreed to by the City in writing.
9. The City shall not move any of the surviving historic buildings or structures, as identified in the Management Plan, or permit them to be moved from their present location without the prior written consent of the Minister.
10. The City shall not construct, nor permit to be constructed, any new buildings or other structures on the property, nor make any alterations or additions to the existing buildings, if such an intervention will have a negative impact upon the commemorative integrity of the site, as outlined in the Management Plan, without prior written consent of the Minister.
11. The City shall implement normal fire detection, suppression and maintenance practices to reduce the risks of fire at the site.

12. (a) The City shall, during the time that Her Majesty contributes funds to the conservation and heritage presentation work, install or erect, or cause to have installed or erected on the project site, a bilingual sign to the effect that the work is being carried out under a cost-sharing agreement with Her Majesty. The form of the sign shall be by mutual agreement of the parties and Her Majesty shall be shown as "The Government of Canada".
- (b) The Minister may, install or erect, or cause to have installed or erected, a permanent, visible and prominent bilingual plaque or sign to the Minister's standard design indicating Her Majesty's contribution in the conservation and heritage presentation of the site. The location of the plaque or sign shall be by mutual agreement of the parties.
- (c) The City shall give the Minister the right to mark the McLean Mill National Historic Site as place of national significance, by means of a permanent bilingual Historic Sites and Monuments Board of Canada plaque or sign. The location of the plaque or sign shall be by mutual agreement of the parties.
- (d) The City shall ensure that the National Flag of Canada shall be flown at the site in recognition of McLean Mill's national significance.
13. The City shall ensure that the use of the McLean Mill will not prejudice or detract from the site's national historic significance and its commemorative integrity, and that its use will be compatible with the Management Plan.
14. (a) The City covenants and agrees to make every reasonable effort to ensure that all activities on the site will comply with the spirit of federal legislation and policies.
- (b) The City covenants and agrees to comply with the Canadian Environmental Assessment Act or any successor or similar legislation and regulations made thereunder.
15. (a) The City shall, at its own expense, insure all McLean Mill buildings, structures and associated cultural resources against loss or damage by fire with extended coverage in such amounts as shall, in the opinion of the Minister, represent its full replacement value. Such insurance shall be in effect from the date of execution of this Agreement.
- (b) In the event that McLean Mill is damaged by fire, the Minister shall elect to assess the impact of said fire upon the commemorative integrity of the site. If the impact of the fire severely compromises the commemorative integrity of the site, the City and the Minister will enter into negotiations to amend the Management Plan and/or the terms of this Agreement.

- (c) If it is determined by the Minister that the impact of the fire does not severely compromise the commemorative integrity of the site, the City shall elect either to repair and restore it fully or to repay the whole or any part of the money received by the City from Her Majesty pursuant to this Agreement, and shall give notice of such election to the Minister within 30 days of the fire. Any obligation of the City under this section is subject to the payment to the City by the insurer of a sufficient insurance proceeds to cover the cost of performing the obligation.
16. The City shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted, in any manner based upon, occasioned by, or attributable to, anything done or omitted by the City, its servants or agents in the fulfilment or purported fulfilment of any of the provisions of this Agreement.
17. (a) If the City is at any time in default with respect to any of its obligations hereunder, the Minister may, in writing, notify the City of such default and require the City to remedy such default within a period of ninety (90) days, failing which the Minister may terminate this Agreement forthwith.
- (b) If the Minister terminates this Agreement pursuant to subsection (a), the City shall, upon written request by the Minister, repay to Her Majesty the whole or any part of the monies received by the City from Her Majesty pursuant to this Agreement.
- (c) If Her Majesty is at any time in default with respect to any of its obligations hereunder, the City may, in writing, notify the Minister of such default and require the Minister to remedy such default within a period of ninety (90) days, failing which the City may terminate this Agreement forthwith.
- (d) If the City terminates this Agreement pursuant to subsection (c), the Minister shall, upon written request by the City, repay to the City the whole or any part of the monies expended by the City pursuant to this Agreement.
- (e) Notwithstanding anything in this section, if either party is in default with respect to any of its obligations hereunder and such default is the result of events beyond the control of the defaulting party, the defaulting party shall have a period of ninety (90) days from the date that the events causing the default come under the defaulting party's control to remedy the default.
18. Any claim or dispute arising out of or in connection with this Agreement shall be submitted by the parties to binding arbitration pursuant to the *Commercial Arbitration Act*, RSC 1985 c.17, 2nd Supplement. The party requesting such arbitration shall do so by written notice to the other party. The costs of the arbitration and fees of the arbitrator(s) shall be borne equally by the parties. The arbitration shall take place in Port Alberni,

Canada, before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit to arbitration, then the parties shall each choose an arbitrator who in turn will select a third. The parties may determine the procedure to be followed by the arbitrator(s) in conducting the proceedings, or may request the arbitrator(s) to do so. The arbitrator(s) shall issue a written award within thirty (30) days of completion of the hearing. The award shall be rendered in such form that judgment may be entered thereon in any court having jurisdiction.

19. This Agreement may not be assigned by the City without the prior written approval of the Minister.
20. No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
21. The parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture, and does not create an agency relationship between the Minister and the City.
22. This Agreement inures to the benefit of and is binding upon Her Majesty, Her Heirs and Successors and upon the City, its successors and assigns.

IN WITNESS WHEREOF the Minister of Canadian Heritage, on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA, has hereunto set his/her hand, and the City has caused this Agreement to be executed by its proper officers, duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
on behalf of the City of Port Alberni in)
the presence of)

Jane MacNaughton)
Witness (as to both signatures))

Gillian Trumper)
Gillian Trumper, Mayor)

Colleen Bawn)
COLLEEN BAWN)
DEPUTY CLERK)

for George Wiley, Clerk

SIGNED, SEALED AND DELIVERED)
by Minister of Canadian Heritage)
on behalf of Her Majesty, in the)
presence of)

Bruce Pundt)
Witness)

[Signature])
Minister of Canadian Heritage)

per Orest M. Kruhlak, Regional Executive)
Director, Pacific and Yukon Region,)
Department of Canadian Heritage)



CITY OF PORT ALBERNI

McLean Mill Advisory Committee Terms of Reference

Establishment:

By resolution dated January 12, 2015 Council has established a committee to be known as the *McLean Mill Advisory Committee*.

Mandate:

The McLean Mill Committee is a committee of Council appointed for the purpose of (a) reviewing the McLean Mill and train operations and structure, (b) providing oversight for the City's investment in the mill and train and assess the effectiveness of the agreement signed by the City and IHS (c) find ways to improve income from tourism, sales of product and new ancillary cash streams.

Membership:

The committee shall be made up as follows:-

- Up to six members shall be appointed by the mayor from the community at large.
- Member appointed by Island Timberlands
- Member appointed by Western Forest Products
- Member appointed by the Alberni Valley Community Forest Corporation
- Two members appointed by the Western Vancouver Island Industrial Heritage Society
- Member appointed by the Young Professionals of the Alberni Valley
- One member of City council
- Member appointed by the Alberni Clayoquot Regional District
- Member appointed by Alberni Valley Heritage Commission
- Chamber of Commerce Executive Director

The following members shall be considered non-voting liaisons to the committee:

- McLean Mill manager
- Museum Manager

Timing and Term:

The committee will sit at the pleasure of City Council and will provide recommendations at regular times during each year. The due dates of each report to be determined by the committee in consultation with council and mill management. The recommendations will be forwarded to Council and the Mill Management.

- Members appointed from the community at large shall serve a two year term and may serve up to a maximum of three consecutive terms.

- Ex-officio members appointed by external agencies shall be appointed annually by the agency with no restriction on length of term.
- The Council member shall be appointed annually.

Governance:

- City's procedure by law applies to the conduct of the Committee.
- The Committee will elect a Chairperson from among its members.
- The Committee shall adopt a meeting schedule that will structure its activities to complete the required tasks within the time frames agreed to with the Council.
- The Committee will appoint a member to take minutes which will be forwarded to the City Clerk after being approved as accurate by the committee. Meeting minutes will then be forwarded to Council.
- Economic Development manager along with other staff will be available to the committee on request for areas of their expertise.

Duties and Responsibilities:

- The role of the committee is to familiarize itself with the agreements between the City and Canada and between the City and the Western Vancouver Island Industrial Heritage Society for the operation of McLean Mill National Historic site and review the strategic and business plans for the Mill.
- The committee will also identify opportunities to increase attendance and revenues including, but not limited to the sale of sponsorships.
- The Committee may request information from City Staff regarding technical, operational or legislative matters respecting the City of Port Alberni.

ECONOMIC DEVELOPMENT MANAGER REPORT

TO: Tim Pley, Acting City Manager

FROM: Pat Deakin, Economic Development Manager
Davina Hartwell, City Clerk
Scott Smith, City Planner

COPY: Cathy Rothwell, Director of Finance

DATE: February 17, 2016
For discussion at the February 22, 2016 Council Meeting

SUBJECT: COMMERCIAL REVITALIZATION TAX EXEMPTION BYLAW

Fit of Subject Matter to Corporate Strategic Plan:

Goal 5 Revitalize the Economy: Initiative 5.1.1 Develop a revitalization tax exemption program for all commercial areas.

Issue:

There are three related issues addressed in this report.

1. As requested by Council, the first proposes a Commercial Revitalization Tax Exemption Bylaw for all commercial areas not currently covered by the existing Bylaw.
2. The second is a recommendation by staff for an amendment to the existing Commercial Revitalization Tax Exemption Bylaw (covering the Uptown area).
3. The third, a Façade Improvement Program for all commercial areas is brought forward for consideration.

Issue 1:

A Commercial Revitalization Tax Exemption Bylaw for all commercial areas not currently covered by the existing Bylaw is proposed.

Background to Issue 1:

Two previous Commercial Revitalization Tax Exemption Bylaws (CRTEB) have achieved some changes in the look of the Uptown area. Given those successes, Council has requested that a Commercial Revitalization Tax Exemption Bylaw be established for all other commercial areas in the City of Port Alberni. Furthermore, in the interest of fairness, at the time the second Bylaw was introduced for the Uptown in 2013, City staff recommended that a CRTEB be considered for all other commercial areas of the City.

Discussion about Issue 1:

Essentially a CRTEB allows Council to achieve one or more objectives by giving an incentive to a commercial property owner. Council's objectives might include (but are not limited to) a more prosperous looking business district, more residents living in a commercial area, developments that support active transportation activities or developments that utilize alternate forms of energy. The incentive to the property owner usually comes in the form of a tax break for a period of time. A minimum threshold of \$100,000 in improvements is proposed.

The proposed municipal objectives and incentives are identified in the attached draft bylaw and reflect Council's desires to balance the achievement of its physical and financial objectives and the creation of an incentive worthwhile enough to move commercial property owners to action.

A series of maps (Schedule B of the draft bylaw) identify the commercial areas within the City of Port Alberni that would be eligible for the program.

Notes about Issue 1:**Tax Exemptions**

The tax exemptions proposed exempt the owner only from the increase in the assessment resulting from the investment in the property. The owner continues to be taxed on the assessment for the land and for the building prior to the investment made as a result of the incentive. It is effective for 5 years.

Foregone versus Lost Tax Revenues

It is important to distinguish between foregone tax revenues and lost tax revenues. To forego taxes would be to pass up the opportunity to collect taxes the City is not getting now. To lose tax revenues would be to decide it is worth not getting some tax revenue the City currently does in order to accomplish Council's objectives.

- An example of a foregone tax would be in the construction of a new building on bare land, such as on any of the empty lots or parking lots in the commercial areas. The City is collecting taxes on the land but since there are no buildings/improvements on those sites, the City is not collecting taxes on improvements currently and would not collect taxes on a new development until 5 years had passed.
- An example of lost tax revenue would be if Council decided to exempt the land from taxation in those former cases in order to inspire a new building there.
- Another example of lost tax revenue would be to have the Bylaw apply to a particular type of existing property and exempt it from all taxes (land and improvements) in exchange for the change you wanted to see there, i.e. seeing empty buildings brought up to applicable standards and made ready for occupancy.

Resolving Issue 1:

Council direction is desired. Specifically, staff is asking if the objectives and the incentives proposed in the attached draft Bylaw are in alignment with Council's wishes. Additionally, Council's concurrence with the proposed areas of eligibility is sought.

Issue 2:**Recommended Amendment to the existing Commercial Revitalization Tax Exemption Bylaw (covering the Uptown).****Background to Issue 2:**

The current Commercial Revitalization Tax Exemption Bylaw (CRTEB) was adopted in 2013 and has achieved some changes in the look of the Uptown area. When the previous Council adopted the Bylaw, it was persuaded to omit private properties in Harbour Quay and City-owned land from eligibility for tax exemptions on the grounds that those properties enjoyed a certain advantage over (other) private lands on account of their location and the possibility that the City might sell its lands at below market value to achieve its objectives.

Discussion about Issue 2:

City staff has attempted, without success so far, to attract development to the City-owned Harbour View lands and some properties at Harbour Quay could use improvement. Development is desired in each of those cases and it is believed the incentive in the Bylaw would help to achieve that.

Options for Issue 2:Option 1 for Issue 2: Leave the Bylaw as it stands

- Pro: The Bylaw will continue to encourage development of privately owned commercial properties in the Uptown.
- Pro: If development takes place on currently excluded properties, the City will receive additional revenue from the increased property assessment.
- Con: Some owners of private property in Harbour Quay may be discouraged from investing in upgrades.
- Con: Some potential developers of City-owned land may feel they have an investment disadvantage.

Option 2 for Issue 2: Amend the Bylaw schedule to include all private properties in Harbour Quay and all City-owned properties in the area covered by the Bylaw as eligible properties.

- Pro: The Amended Bylaw would encourage development of privately owned commercial properties in Harbour Quay and City-owned properties in the area covered by the Bylaw.
- Con: Some owners of private property may feel disadvantaged by the inclusion of City-owned properties in the Bylaw.

Recommendation for Issue 2:

It is recommended that the current CRTEB be amended to include all private properties in Harbour Quay and all City-owned properties in the area covered by the Bylaw as eligible properties.

Issue 3:

A Façade Improvement Program is Proposed for Consideration

Background to Issue 3:

In the course of the October 2015 Business Walks, several property owners indicated they did not intend major renovations but were contemplating façade improvements.

Discussion about Issue 3:

Façade improvements such as exterior painting or changes in window or door placement or the replacement or installation of an awning should be encouraged by a different approach than that offered by the CRTEB as those improvements will not result in an increased assessment.

A few municipalities in BC offer an incentive for façade improvements to help improve the 'curb appeal' of the community. They are usually done on a matching funds basis. These are generally delivered through a formal Business Improvement Association (a collection of businesses in a specific area who are intent on making improvements there). Since no BIA exists here, one way of delivering this program would be to make all commercial properties in the City eligible for façade improvements.

The cost of delivering this program would need to be financed by an addition to the budget so it is assumed that a limited amount of funding (i.e. \$10,000 to \$25,000) would be available. Given that these improvements generally range between \$2,500 and \$5,000 in cost, a small number of improvements would be achieved.

Options for Issue 3:

Option 1 for Issue 3: Implement a Façade Improvement Program

- Pro: may achieve a greater curbside appeal/more prosperous look for some businesses
- Pro: may assist the business doing the improvement in attracting more customers
- Pro: may inspire another business to make the improvement without the incentive
- Con: will represent an addition to Council's budget
- Con: will not be recovered through additional taxes
- Con: the effect may not be particularly noticeable if those taking advantage of it were dispersed throughout the business districts
- Con: any businesses that had done improvements on their own or were not successful in obtaining the grant may 'resent' the increase in taxes resulting from the program

Option 2 for Issue 3: Do Not Implement a Façade Improvement Program at this time

- Pro: there would be no additional budget implications
- Pro: there would be no additional implications for staff time invested in setting the program up and delivering it
- Con: some needed façade improvements may not get done

Resolving Issue 3:

Council direction is requested. Specifically Council is being asked if they wish to add funds into this budget for a façade improvement program and if so, what amount. If Council wishes to proceed with this, what cap is to be placed on the incentive and does it need to be matched by the business or property owner?

Recommendation:

That the report identifying options for a Commercial Revitalization Tax Exemption bylaw and façade improvement program dated February 17, 2016 be received.

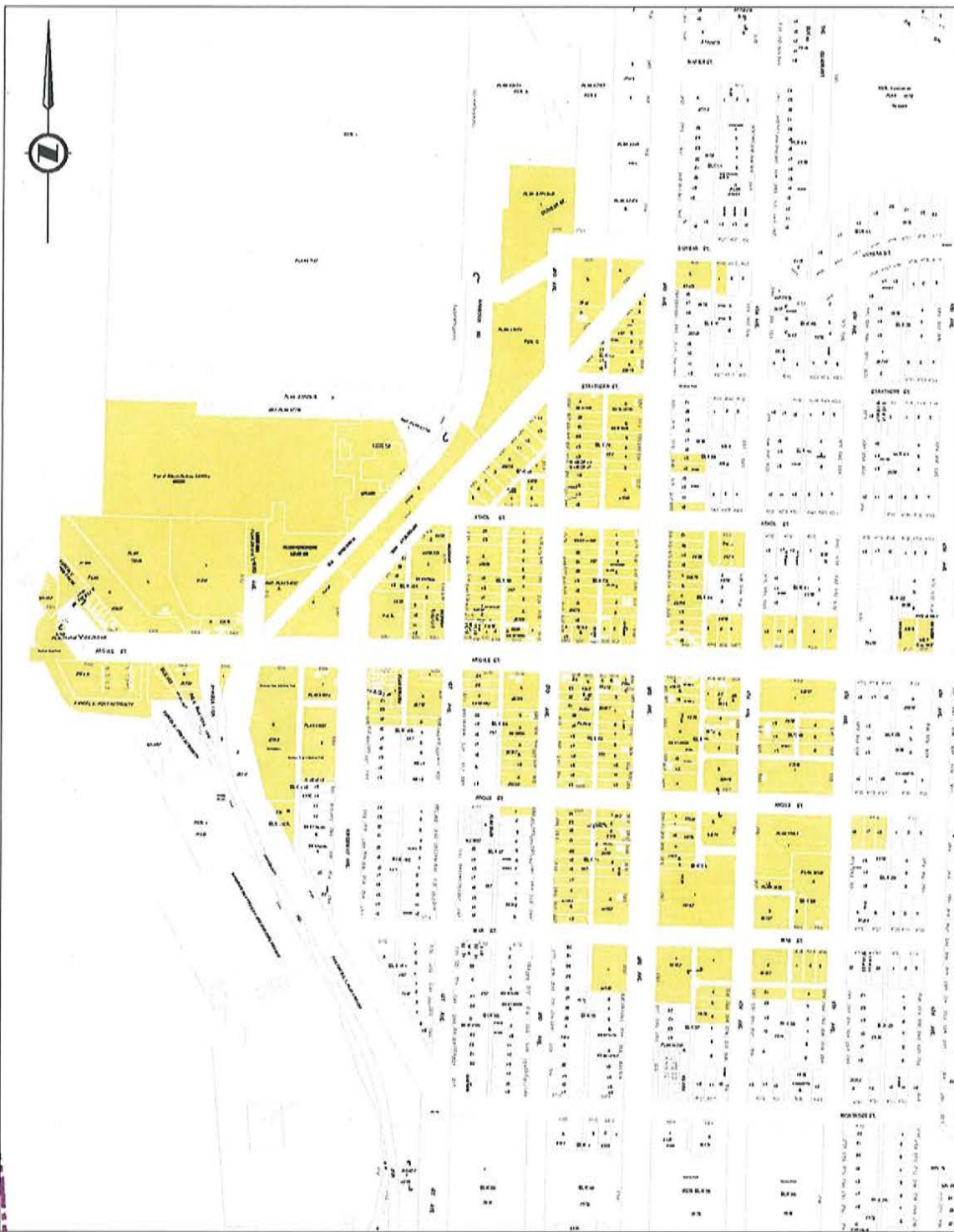
Council direction requested regarding:

- objectives and the incentives proposed in the draft Bylaw and confirmation of areas of eligibility
- amendment to current CRTEB to include all private properties in Harbour Quay and all City-owned properties in the area covered by the Bylaw as eligible properties
- Concurrence with proposed façade improvement program; determination of budget consideration; cap to be placed on the incentive and whether funds matched by the business or property owner?

A handwritten signature in blue ink, appearing to read 'Pat Deakin', with a stylized flourish at the end.

Pat Deakin, Economic Development Manager

PROPOSED AMENDMENT – SCHEDULE 'B' - CURRENT BYLAW 4824 Incorporating Harbour Quay and City owned properties



CITY OF PORT ALBERNI

BYLAW NO. 4824

2013 BYLAW
UPTOWN

A Bylaw to Establish a Revitalization Tax Exemption Program.

WHEREAS under Section 226 of the *Community Charter*, Council may, by bylaw, establish a Revitalization Tax Exemption Program (RTEP);

AND WHEREAS Council wishes to establish a Revitalization Tax Exemption Program (RTEP) for a specific designated area;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF PORT ALBERNI IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. Title

This bylaw shall be cited as "City of Port Alberni Revitalization Tax Exemption Program, Bylaw No. 4824".

2. Definitions

In this bylaw:

"Agreement" means a Revitalization Tax Exemption Agreement between the Property Owner of a Parcel and the City in the format attached to and forming part of this Bylaw as Schedule "A";

"Building Official" includes a person or persons designated by the City as a Building Inspector;

"Council" means the Council of the City of Port Alberni;

"Corporate Officer" means the person appointed under section 148 of the *Community Charter* as the Corporate Officer for the City;

"City" means the City of Port Alberni;

"City Planner" means the person appointed by the Council to direct the operations and programs of the City's Planning and Building Department

"Investment Threshold(s)" means the amount of capital investment required to be eligible to apply for the Revitalization Tax Exemption Program;

"Parcel" means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway that is situated within the Revitalization Areas;

"Property Owner" means the registered owner in fee simple of lands within the City.

"Project" means a revitalization Project on a Parcel involving the construction of a new improvement or alteration of an existing improvement;

“Revitalization Areas” means areas that have been designated and defined in Schedule “B” which is attached to and forms a part of this bylaw;

“Revitalization Tax Exemption Program Application” means the application which is attached to and forms a part of this bylaw as Schedule “C”;

“Significant Development” means development that requires a capital investment that meets the minimum requirements as described in Schedule “A”, section 3.

3. Revitalization Tax Exemption Program Objectives

Pursuant to Section 226 of the *Community Charter*, the City of Port Alberni Council hereby establishes a Revitalization Tax Exemption Program (RTEP) as follows:

- a) The objectives of the RTEP are to stimulate growth and development in the commercial Uptown area of the City.
- b) The program is designed to encourage investment by commercial property owners to create new commercial space, new multi-family residential space, improve existing commercial buildings, improve existing multi-family residential buildings thus revitalizing and increasing the esthetic appeal of the Uptown.
- c) The RTEP is intended to accomplish these objectives by providing tax relief to Property Owners who undertake a significant development within the revitalization areas.

4. Revitalization Tax Exemption Program Eligibility

Property Owners are eligible to apply for the RTEP having satisfied the criteria as follows:

- a) Parcels that are eligible for the RTEP must fall within the *Revitalization Areas* (Schedule “B”).
- b) The terms and conditions upon which a tax exemption may be granted and a Tax Exemption Certificate, which is attached to and forms a part of this bylaw as Schedule “D”, may be issued, are defined in Schedule “A”.

5. Revitalization Tax Exemption Program Exemption and Term

- a) The amount and term of a tax exemption shall be calculated for each successful applicant on an individualized basis. The calculation methods are defined in Schedule “A”, section 3;
- b) The period of the tax exemption shall begin January 1st of the year in which the exemption first applies and terminate at the end of the 10th year or when the maximum exemption amount has been reached whichever first occurs.

6. Revitalization Tax Exemption Program Application

In order for a Parcel to be considered for a tax exemption, the Property Owner must:

- a) Submit a completed application package to the City by August 1st, prior to the year the exemption is being applied for and include the following:
 - i. Schedule "C" of the Revitalization Tax Exemption Program Application Form;
 - ii. A tax certificate verifying all taxes assessed, rates, charges and fees imposed on the Parcel have been paid, and, where taxes, rates or assessment are payable by installments, that all installments owing at the date of application have been paid;
 - iii. Schedule "A" the signed Agreement; and
 - iv. A certified copy of all applicable permits, including a building permit.

7. Revitalization Tax Exemption Certificate Cancellation

A Tax Exemption Certificate may be cancelled by Council, if in the opinion of Council, the Parcel improvements have not been maintained or have been altered so that they no longer comply with the requirements as set out in the original application as approved by the City.

8. Designated Municipal Officer

- a) The Corporate Officer for the City is the designated municipal officer for the purpose of section 226 (13) in the *Community Charter*.
- b) The Corporate Officer will receive applications and will review and have the authority to approve them according to the set criteria.

READ A FIRST TIME THIS 23RD DAY OF SEPTEMBER, 2013.

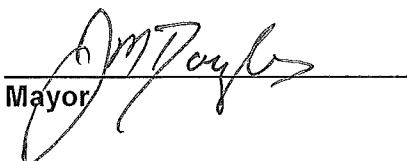
READ A SECOND TIME THIS 23RD DAY OF SEPTEMBER, 2013.

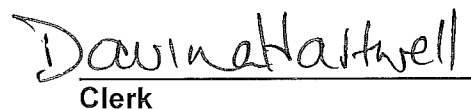
READ A THIRD TIME THIS 23RD DAY OF SEPTEMBER, 2013.

RESCINDED AND AMENDED THIS 28TH DAY OF OCTOBER, 2013.

READ A THIRD TIME THIS 28TH DAY OF OCTOBER, 2013.

FINALLY ADOPTED THIS 12TH DAY OF NOVEMBER, 2013.


Mayor


Clerk

SCHEDULE "A"

RTEP Bylaw

REVITALIZATION TAX EXEMPTION AGREEMENT (Pages 4 to 9)

THIS AGREEMENT dated for reference the ____ day of _____, 20__

BETWEEN:

(Name)
(Address)

(the "Property Owner")

AND

THE CITY OF PORT ALBERNI
4850 Argyle Street
Port Alberni, BC V9Y 1V8
(the "City")

GIVEN THAT:

- A. The Property Owner is the registered owner in fee simple of lands in the City of Port Alberni at <insert civic address> legally described as <insert legal description> (the **Parcel**);
- B. The City has under Bylaw 4824 established a revitalization tax exemption program in order to encourage development within a defined area of the City;
- C. The Property Owner proposes to make the alterations, upgrades and improvements described in the "**Project**" and the City has agreed to accept the Project under the program;
- D. The City and the Property Owner have agreed to enter into this Agreement to provide for the Property Owner's obligations regarding the Project and the City grants of a tax exemption, all in accordance with the terms and conditions set out herein.

Terms and Conditions

1. Property Owner Obligations

Throughout the term of the Tax Exemption, the Property Owner will:

- a) Use its best efforts to ensure that the Project is constructed, maintained, operated and used in a manner that will be consistent with and will foster the objectives of the RTEP.
- b) Ensure that the Parcel and the Project are used, operated and occupied in compliance with the permitted use and zoning for the Parcel under the "City of Port Alberni Zoning Bylaw 1998, No. 4395", as amended, consolidated or replaced from time to time;
- c) Operate, repair and maintain the Project and keep the Project in a state of good repair;
- d) Not allow any non-exempt property taxes due in relation to the Parcel to go into arrears or become delinquent;

- e) If the Parcel is sold during the term of the Tax Exemption, subject to Section 9 of this Agreement, ensure that the new fee simple owner(s) will be bound by the terms of this Agreement.
- f) Upon completion of a sale of the Parcel, provide the City's Corporate Officer with a copy of the assignment of this Agreement, evidencing that the new fee simple owner has legally assumed the obligations under this Agreement.
- g) Complete or cause to be completed construction of the Project within one (1) year from the date of issuance of the building permit; in accordance with the building permit and the plans and specifications attached to Schedule "C";
- h) Ensure the completed Project will not deviate significantly from plans supplied to City staff at the time of application with compliance determined solely by the City Planner.

2. Conditions

The following conditions must be fulfilled before the City will issue a Certificate to the Property Owner:

- a) The Property Owner will obtain a Building Permit from the Building Official for the Project and submit a completed Revitalization Tax Exemption Program Application with all relevant attachments on or before August 1st in the year the Property Owner applies for the Tax Exemption under the Bylaw;
- b) The Property Owner will complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict accordance with the building permit and the plans and specifications attached hereto as a part of a completed City of Port Alberni Revitalization Tax Exemption Program Application and the Project must be officially opened for use by no later than one (1) year from the date of issuance of the building permit;
- c) The completed Project will not deviate significantly from plans supplied to City staff at the time of application with compliance determined solely by the City's Approving Officer.
- d) The Property Owner will provide the City with the following:
 - i. A copy of the Projects Building Permit providing the value of construction as determined by the Building Official;
 - ii. A certificate verifying taxes assessed, rates, charges and fees imposed on the Parcel have been paid, and, where taxes, rates or assessments are payable by installments, that all installments owing at the date of application have been paid; and
 - iii. All applicable fees as required under Bylaw 4824 and other applicable City of Port Alberni bylaws.

At any time, if the Property Owner breaches or does not fully satisfy any of the obligations and conditions in the Certificate or this Agreement, the City will provide notice of cancellation to the Property Owner.

3. Term and Calculation of Revitalization Tax Exemption

- a) The term of each tax exemption will be a maximum of ten (10) years and will not exceed 25% of the total project value and is ultimately dependent upon which component of the Revitalization Tax Exemption program the Property Owner is eligible for.
- b) Calculations are made for each component based on Investment Thresholds that the Property Owner must meet in order to be eligible for the tax exemption associated with each threshold. Project values are determined by the construction value that is determined by the Building Official in the calculation for the building permit fee.
- c) There are two main components to the City of Port Alberni Tax Exemption program.
 - (i) With a minimum \$1 million investment the Owner is eligible to apply for a 100% municipal tax exemption on the assessed value of improvements (buildings) for a maximum 10 year term. The accumulated exemption amount cannot exceed 25% of the total project budget.
 - (ii) With a minimum \$100,000 investment the Owner is eligible to apply for a 100% municipal tax exemption on assessed value improvements (buildings) for a maximum 5 year term. The accumulated exemption amount cannot exceed 25% of the total project budget.

4. Revitalization Tax Exemption Certificate

Tax Exemption Certificate may be issued once the following items have been submitted to the City and approved:

- a) The construction Project has been issued a final permit;
- b) The construction Project has a building permit issued from the City of Port Alberni, a copy of this permit with the Project values as determined by the Building Official with the calculations clearly visible;
- c) A tax certificate that all taxes assessed, rates, charges and fees imposed on the Parcel have been paid, and, where taxes, rates or assessment are payable by installments, that all installments owing at the date of application have been paid;
- d) All applicable fees as required under Bylaw 4824 and other applicable City of Port Alberni bylaws;
- e) An exemption certificate or cancellation does not apply to taxation in a calendar year unless the exemption certificate is issued or cancelled, as applicable, on or before October 31 in the preceding year.

5. Stratification

For currently stratified properties an exemption shall apply only to common areas where the Strata Corporation is the applicant.

if a Property Owner applies for an exemption and then stratifies a Parcel under the *Strata Parcel Act* the Tax Exemption shall apply only to common areas.

6. Cancellation

The City may cancel the Certificate:

- a) On the written request of the Property Owner; or
- b) At any time, if the Property Owner breaches or does not fully satisfy any of the obligations and conditions in the Certificate or this Agreement, as determined by the City acting reasonably, effective immediately upon delivery of a notice of cancellation to the Property Owner.

7. Recapture of Exempted Taxes

If pursuant to the terms and conditions specified in the Agreement or the Tax Exemption Certificate, the Tax Exemption Certificate is cancelled, the Property Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City:

- a) An amount, as determined by the City, of municipal property taxes payable for the balance of the year, calculated pro rata based on the annual amount of municipal taxes that would have been payable but for the Tax Exemption; and
- b) Any amounts owing to the City will be deemed to be municipal property taxes and any such amounts that are not paid by December 31 of the taxation year in which they fall due will become taxes in arrears in the following year and collectable as taxes in arrears.

8. Notices

Any notice or other communication required or contemplated to be given or made by any provision of the Agreement shall be given or made in writing and delivered personally (and if so shall be deemed received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so shall be deemed delivered on the sixth business day following such mailing except that, in the event of interruption of mail service notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as notice is addressed as follows:

To the Property Owner at the address given in Schedule "B", the Agreement:

And to the City at:

The City of Port Alberni
4850 Argyle Street
Port Alberni, BC V9Y 1V8

9. No Assignment

The Property Owner may not assign its interest in the Agreement except to a subsequent Property Owner in fee simple of the Parcel, and then only with the prior written consent of the City on conditions which may be determined at the sole discretion of the City.

10. Severance

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that is invalid shall not affect the validity of the remainder of this Agreement.

11. Further Assurances

The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

12. References

Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.

13. No Right of Action

The Property Owner will have no cause of action for any losses incurred if this Agreement is found, for any reason, to be illegal, invalid or unenforceable by a court of competent jurisdiction and in the event of the finding of such illegality, invalidity or unenforceability, the Property Owner will be obligated to pay all municipal Parcel taxes which would otherwise have been payable by the Property Owner during the Term.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

The City of Port Alberni

City Clerk

(insert name of Property Owner, if a corporation or corporate body) by its authorized signatories:

Name and title

Name and title

Name of Witness

Name of Property Owner if an individual

Address of Witness

SCHEDULE "B" - CITY OF PORT ALBERNI REVITALIZATION AREAS



CITY OF PORT ALBERNI

BYLAW NO. _____

Proposed Draft 2016 Bylaw
for all City Commercial
areas

A Bylaw to Establish a Revitalization Tax Exemption Program.

WHEREAS under Section 226 of the *Community Charter*, Council may, by bylaw, establish a Revitalization Tax Exemption Program (RTEP);

AND WHEREAS Council wishes to establish a Revitalization Tax Exemption Program (RTEP) for specific designated areas;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF PORT ALBERNI IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. Title

This bylaw shall be cited as "City of Port Alberni Commercial Revitalization Tax Exemption Program, Bylaw No. _____".

2. Definitions

In this bylaw:

"Agreement" means a Revitalization Tax Exemption Agreement between the Property Owner of a Parcel and the City in the format attached to and forming part of this Bylaw as Schedule "A";

"Building Official" includes a person or persons designated by the City as a Building Inspector;

"Council" means the Council of the City of Port Alberni;

"Corporate Officer" means the person appointed under section 148 of the *Community Charter* as the Corporate Officer for the City;

"City" means the City of Port Alberni;

"City Planner" means the person appointed by the Council to direct the operations and programs of the City's Planning and Building Department

"Investment Threshold(s)" means the amount of capital investment required to be eligible to apply for the Revitalization Tax Exemption Program;

"Parcel" means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway that is situated within the Revitalization Areas;

"Property Owner" means the registered owner in fee simple of lands within the City.

"Project" means a revitalization Project on a Parcel involving the construction of a new improvement or alteration of an existing improvement;

“Revitalization Areas” means areas that have been designated and defined in Schedule “B” which is attached to and forms a part of this bylaw;

“Revitalization Tax Exemption Program Application” means the application which is attached to and forms a part of this bylaw as Schedule “C”;

“Significant Development” means development that requires a capital investment that meets the minimum requirements as described in Schedule “A”, section 3.

3. Revitalization Tax Exemption Program Objectives

Pursuant to Section 226 of the *Community Charter*, the City of Port Alberni Council hereby establishes a Commercial Revitalization Tax Exemption Program (RTEP) as follows:

- a) The objectives of the RTEP are to stimulate growth and development in the City's commercial areas.
- b) The program is designed to encourage investment by commercial property owners to create new commercial space and improve existing commercial buildings.
- c) The RTEP is intended to accomplish these objectives by providing tax relief to Property Owners who undertake a significant development within the revitalization areas.

4. Revitalization Tax Exemption Program Eligibility

Property Owners are eligible to apply for the RTEP having satisfied the criteria as follows:

- a) Parcels that are eligible for the RTEP must fall within the *Revitalization Areas* (Schedule “B”).
- b) The terms and conditions upon which a tax exemption may be granted and a Tax Exemption Certificate, which is attached to and forms a part of this bylaw as Schedule “D”, may be issued, are defined in Schedule “A”.

5. Revitalization Tax Exemption Program Exemption and Term

- a) The amount and term of a tax exemption shall be calculated for each successful applicant on an individualized basis. The calculation methods are defined in Schedule “A”, section 3;
- b) The period of the tax exemption shall begin January 1st of the year in which the exemption first applies and apply for a maximum term of five years.

6. Revitalization Tax Exemption Program Application

In order for a Parcel to be considered for a tax exemption, the Property Owner must:

- a) Submit a completed application package to the City by August 1st, prior to the year the exemption is being applied for and include the following:
 - i. Schedule "C" of the Revitalization Tax Exemption Program Application Form;
 - ii. A tax certificate verifying all taxes assessed, rates, charges and fees imposed on the Parcel have been paid, and, where taxes, rates or assessment are payable by installments, that all installments owing at the date of application have been paid;
 - iii. Schedule "A" the signed Agreement; and
 - iv. A certified copy of all applicable permits, including a building permit.

7. Revitalization Tax Exemption Certificate Cancellation

A Tax Exemption Certificate may be cancelled by Council, if in the opinion of Council, the Parcel improvements have not been maintained or have been altered so that they no longer comply with the requirements as set out in the original application as approved by the City.

8. Designated Municipal Officer

- a) The Corporate Officer for the City is the designated municipal officer for the purpose of section 226 (13) in the *Community Charter*.
- b) The Corporate Officer will receive applications and will review and have the authority to approve them according to the set criteria.

READ A FIRST TIME THIS DAY OF
READ A SECOND TIME THIS DAY OF
READ A THIRD TIME THIS DAY OF
FINALLY ADOPTED THIS DAY OF

Mayor

Clerk

SCHEDULE "A"

RTEP Bylaw

REVITALIZATION TAX EXEMPTION AGREEMENT (Pages 4 to 9)

THIS AGREEMENT dated for reference the ____ day of _____, 20__

BETWEEN:

(Name)
(Address)

(the "Property Owner")

AND

THE CITY OF PORT ALBERNI
4850 Argyle Street
Port Alberni, BC V9Y 1V8
(the "City")

GIVEN THAT:

- A. The Property Owner is the registered owner in fee simple of lands in the City of Port Alberni at <insert civic address> legally described as <insert legal description> (the **Parcel**);
- B. The City has under Bylaw _____ established a revitalization tax exemption program in order to encourage development within defined areas of the City;
- C. The Property Owner proposes to make the alterations, upgrades and improvements described in the "**Project**" and the City has agreed to accept the Project under the program;
- D. The City and the Property Owner have agreed to enter into this Agreement to provide for the Property Owner's obligations regarding the Project and the City grants of a tax exemption, all in accordance with the terms and conditions set out herein.

Terms and Conditions

1. Property Owner Obligations

Throughout the term of the Tax Exemption, the Property Owner will:

- a) Use its best efforts to ensure that the Project is constructed, maintained, operated and used in a manner that will be consistent with and will foster the objectives of the RTEP.
- b) Ensure that the Parcel and the Project are used, operated and occupied in compliance with the permitted use and zoning for the Parcel under the "City of Port Alberni Zoning Bylaw 2014 No. 4832", as amended, consolidated or replaced from time to time;
- c) Operate, repair and maintain the Project and keep the Project in a state of good repair;
- d) Not allow any non-exempt property taxes due in relation to the Parcel to go into arrears or become delinquent;

- e) If the Parcel is sold during the term of the Tax Exemption, subject to Section 9 of this Agreement, ensure that the new fee simple owner(s) will be bound by the terms of this Agreement.
- f) Upon completion of a sale of the Parcel, provide the City's Corporate Officer with a copy of the assignment of this Agreement, evidencing that the new fee simple owner has legally assumed the obligations under this Agreement.
- g) Complete or cause to be completed construction of the Project within one (1) year from the date of issuance of the building permit; in accordance with the building permit and the plans and specifications attached to Schedule "C";
- h) Ensure the completed Project will not deviate significantly from plans supplied to City staff at the time of application with compliance determined solely by the City Planner.

2. Conditions

The following conditions must be fulfilled before the City will issue a Certificate to the Property Owner:

- a) The Property Owner will obtain a Building Permit from the Building Official for the Project and submit a completed Revitalization Tax Exemption Program Application with all relevant attachments on or before August 1st in the year the Property Owner applies for the Tax Exemption under the Bylaw;
- b) The Property Owner will complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict accordance with the building permit and the plans and specifications attached hereto as a part of a completed City of Port Alberni Revitalization Tax Exemption Program Application and the Project must be officially opened for use by no later than one (1) year from the date of issuance of the building permit;
- c) The completed Project will not deviate significantly from plans supplied to City staff at the time of application with compliance determined solely by the City Planner.
- d) The Property Owner will provide the City with the following:
 - i. A copy of the Projects Building Permit providing the value of construction as determined by the Building Official;
 - ii. A certificate verifying taxes assessed, rates, charges and fees imposed on the Parcel have been paid, and, where taxes, rates or assessments are payable by installments, that all installments owing at the date of application have been paid; and
 - iii. All applicable fees as required under Bylaw _____ and other applicable City of Port Alberni bylaws.

At any time, if the Property Owner breaches or does not fully satisfy any of the obligations and conditions in the Certificate or this Agreement, the City will provide notice of cancellation to the Property Owner.

3. Term and Calculation of Revitalization Tax Exemption

- a) In order for a Project to be considered by Council for an Agreement, the Project must, at a minimum, have a building permit value of at least \$100,000 and must be located in the Commercial Revitalization Tax Exemption Area as identified in Schedule 'B' of Bylaw _____.
- b) The maximum term of a Tax Exemption will be five years which shall begin January 1st of the year in which the exemption first applies.
- c) The amount of the annual Tax Exemption provided shall be 100% of the increased assessed value in improvements on the property.

4. Revitalization Tax Exemption Certificate

Tax Exemption Certificate may be issued once the following items have been submitted to the City and approved:

- a) The construction Project has been issued a final permit;
- b) The construction Project has a building permit issued from the City of Port Alberni, a copy of this permit with the Project values as determined by the Building Official with the calculations clearly visible;
- c) A tax certificate that all taxes assessed, rates, charges and fees imposed on the Parcel have been paid, and, where taxes, rates or assessment are payable by installments, that all installments owing at the date of application have been paid;
- d) All applicable fees as required under Bylaw _____ and other applicable City of Port Alberni bylaws;
- e) An exemption certificate or cancellation does not apply to taxation in a calendar year unless the exemption certificate is issued or cancelled, as applicable, on or before October 31 in the preceding year.

5. Stratification

For currently stratified properties an exemption shall apply only to common areas where the Strata Corporation is the applicant.

if a Property Owner applies for an exemption and then stratifies a Parcel under the *Strata Parcel Act* the Tax Exemption shall apply only to common areas.

6. Cancellation

The City may cancel the Certificate:

- a) On the written request of the Property Owner; or
- b) At any time, if the Property Owner breaches or does not fully satisfy any of the obligations and conditions in the Certificate or this Agreement, as determined by the City acting reasonably, effective immediately upon delivery of a notice of cancellation to the Property Owner.

7. Recapture of Exempted Taxes

If pursuant to the terms and conditions specified in the Agreement or the Tax Exemption Certificate, the Tax Exemption Certificate is cancelled, the Property Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City:

- a) An amount, as determined by the City, of municipal property taxes payable for the balance of the year, calculated pro rata based on the annual amount of municipal taxes that would have been payable but for the Tax Exemption; and
- b) Any amounts owing to the City will be deemed to be municipal property taxes and any such amounts that are not paid by December 31 of the taxation year in which they fall due will become taxes in arrears in the following year and collectable as taxes in arrears.

8. Notices

Any notice or other communication required or contemplated to be given or made by any provision of the Agreement shall be given or made in writing and delivered personally (and if so shall be deemed received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so shall be deemed delivered on the sixth business day following such mailing except that, in the event of interruption of mail service notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as notice is addressed as follows:

To the Property Owner at the address given in Schedule "B", the Agreement:

And to the City at:

The City of Port Alberni
4850 Argyle Street
Port Alberni, BC V9Y 1V8

9. No Assignment

The Property Owner may not assign its interest in the Agreement except to a subsequent Property Owner in fee simple of the Parcel, and then only with the prior written consent of the City on conditions which may be determined at the sole discretion of the City.

10. Severance

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that is invalid shall not affect the validity of the remainder of this Agreement.

11. Further Assurances

The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

12. References

Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.

13. No Right of Action

The Property Owner will have no cause of action for any losses incurred if this Agreement is found, for any reason, to be illegal, invalid or unenforceable by a court of competent jurisdiction and in the event of the finding of such illegality, invalidity or unenforceability, the Property Owner will be obligated to pay all municipal Parcel taxes which would otherwise have been payable by the Property Owner during the Term.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

The City of Port Alberni

City Clerk

(insert name of Property Owner, if a corporation or corporate body) by its authorized signatories:

Name and title

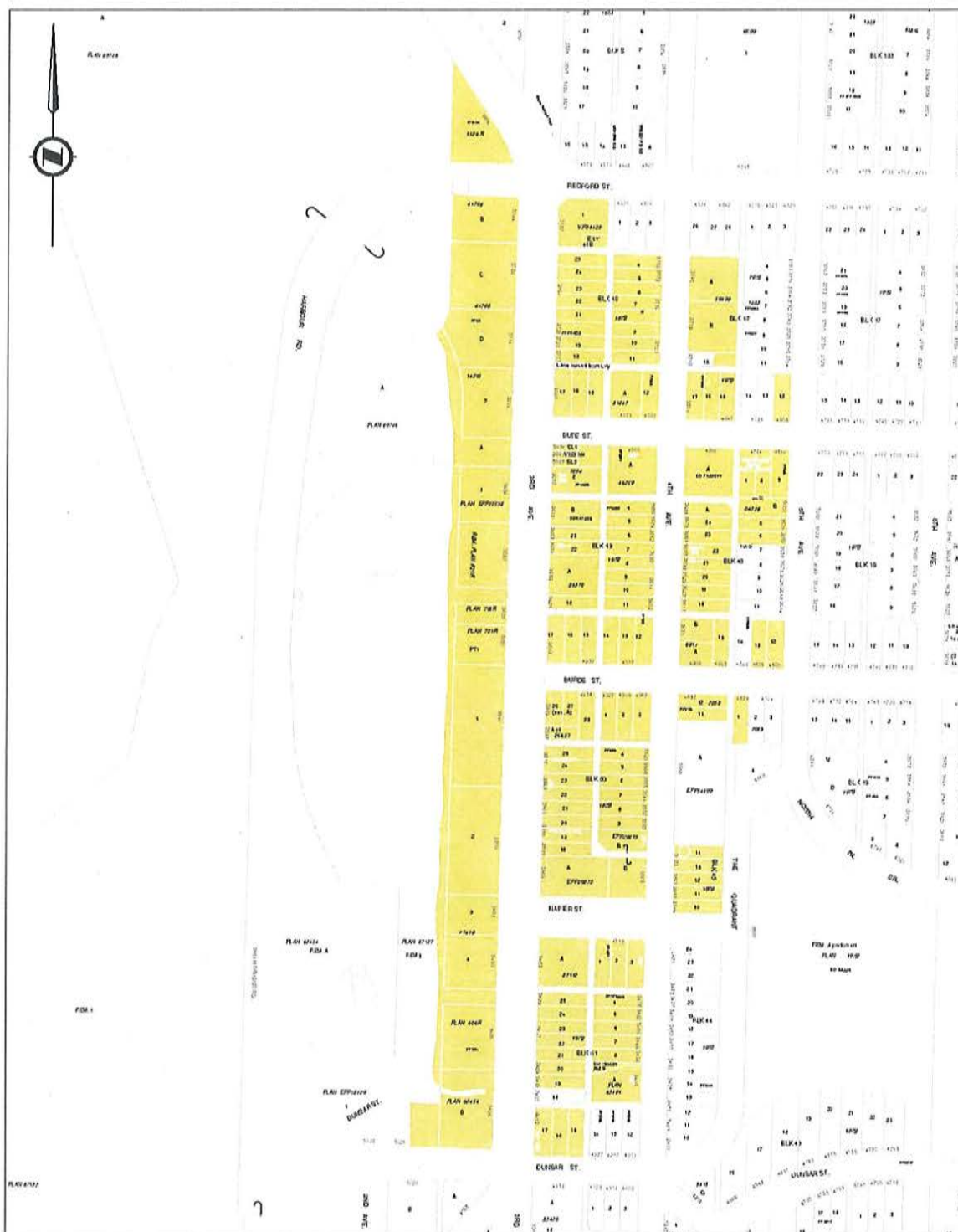
Name and title

Name of Witness

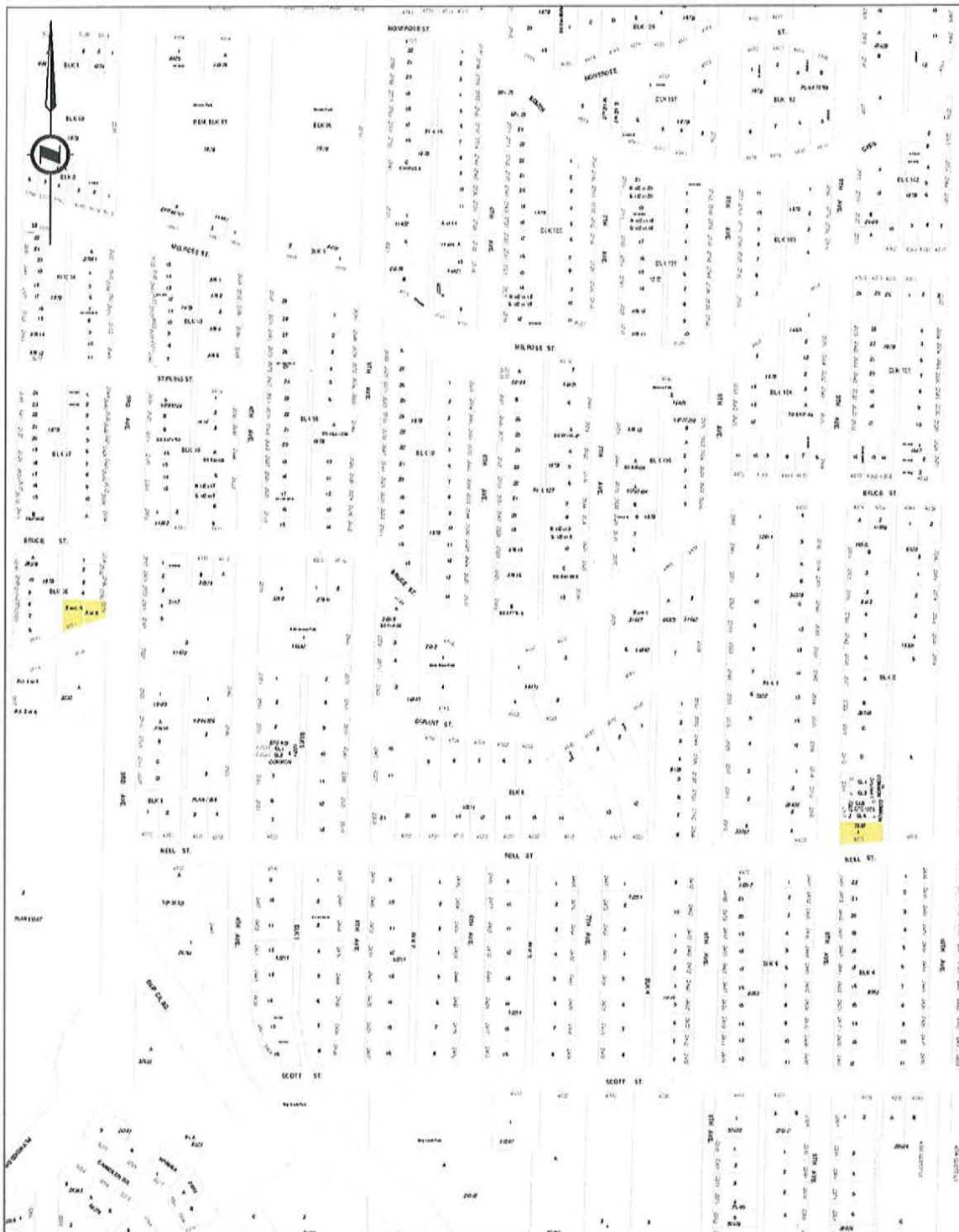
Name of Property Owner if an individual

Address of Witness

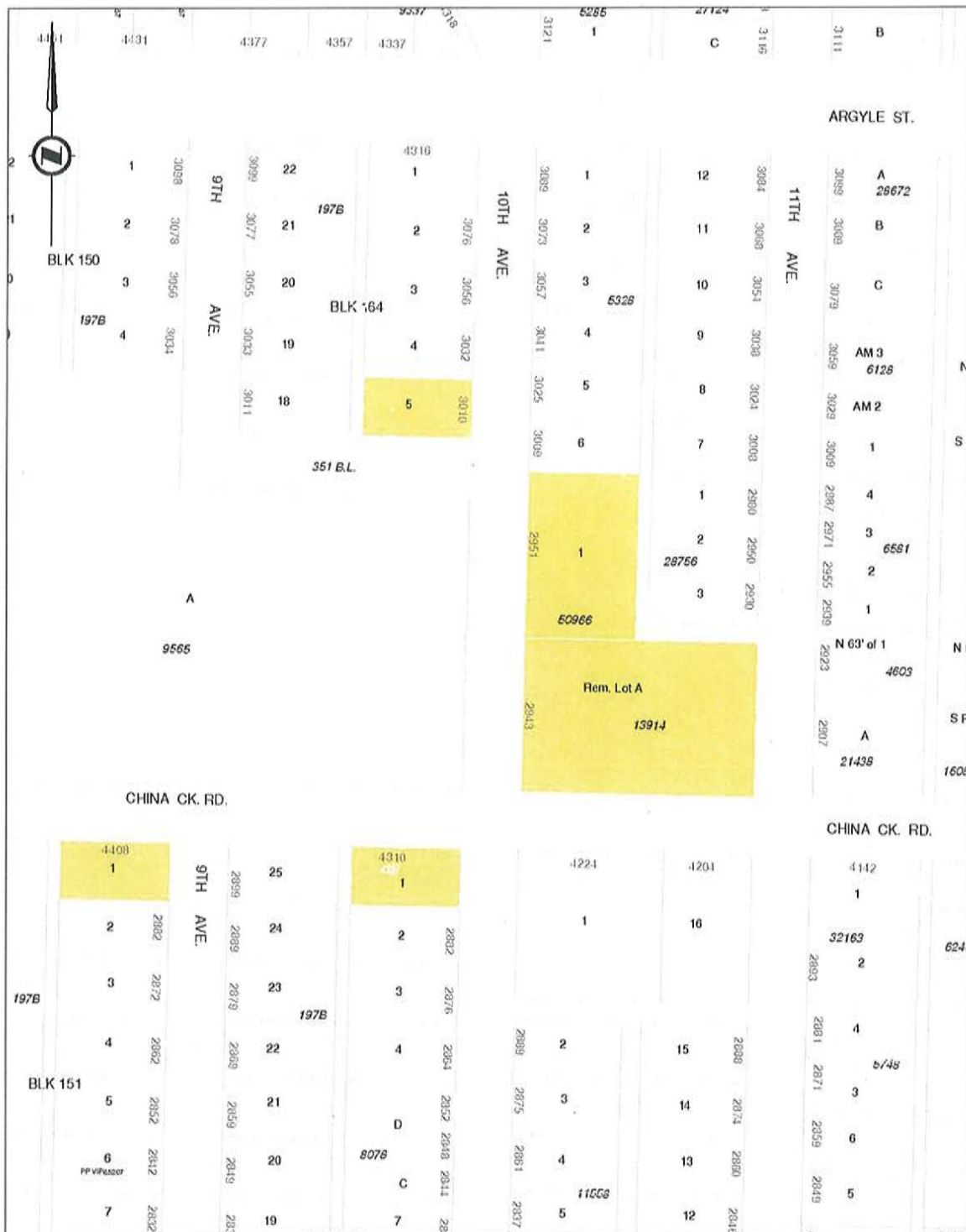
SCHEDULE "B" - CITY OF PORT ALBERNI COMMERCIAL REVITALIZATION AREAS



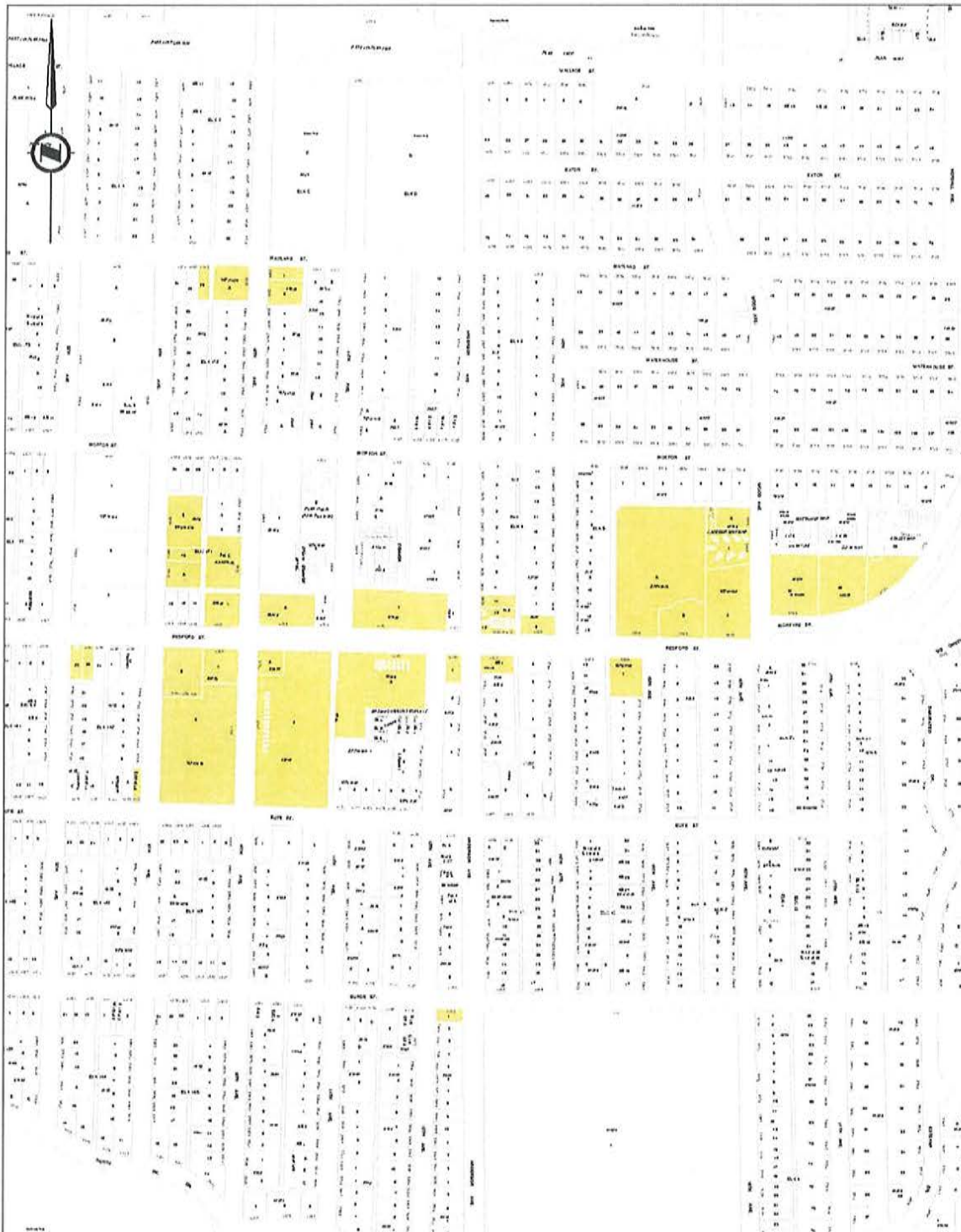
SCHEDULE "B" - CITY OF PORT ALBERNI COMMERCIAL REVITALIZATION AREAS



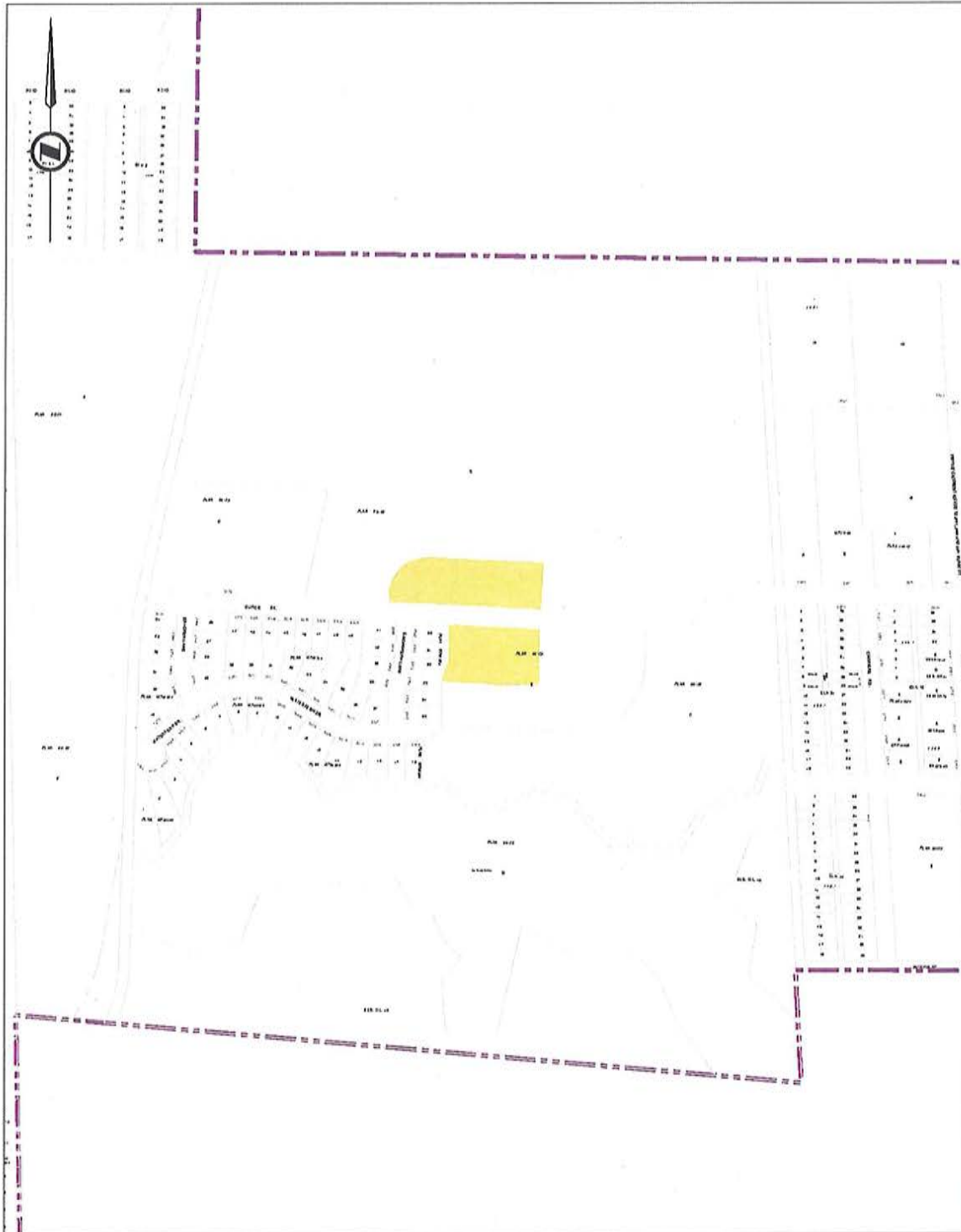
SCHEDULE "B" - CITY OF PORT ALBERNI COMMERCIAL REVITALIZATION AREAS



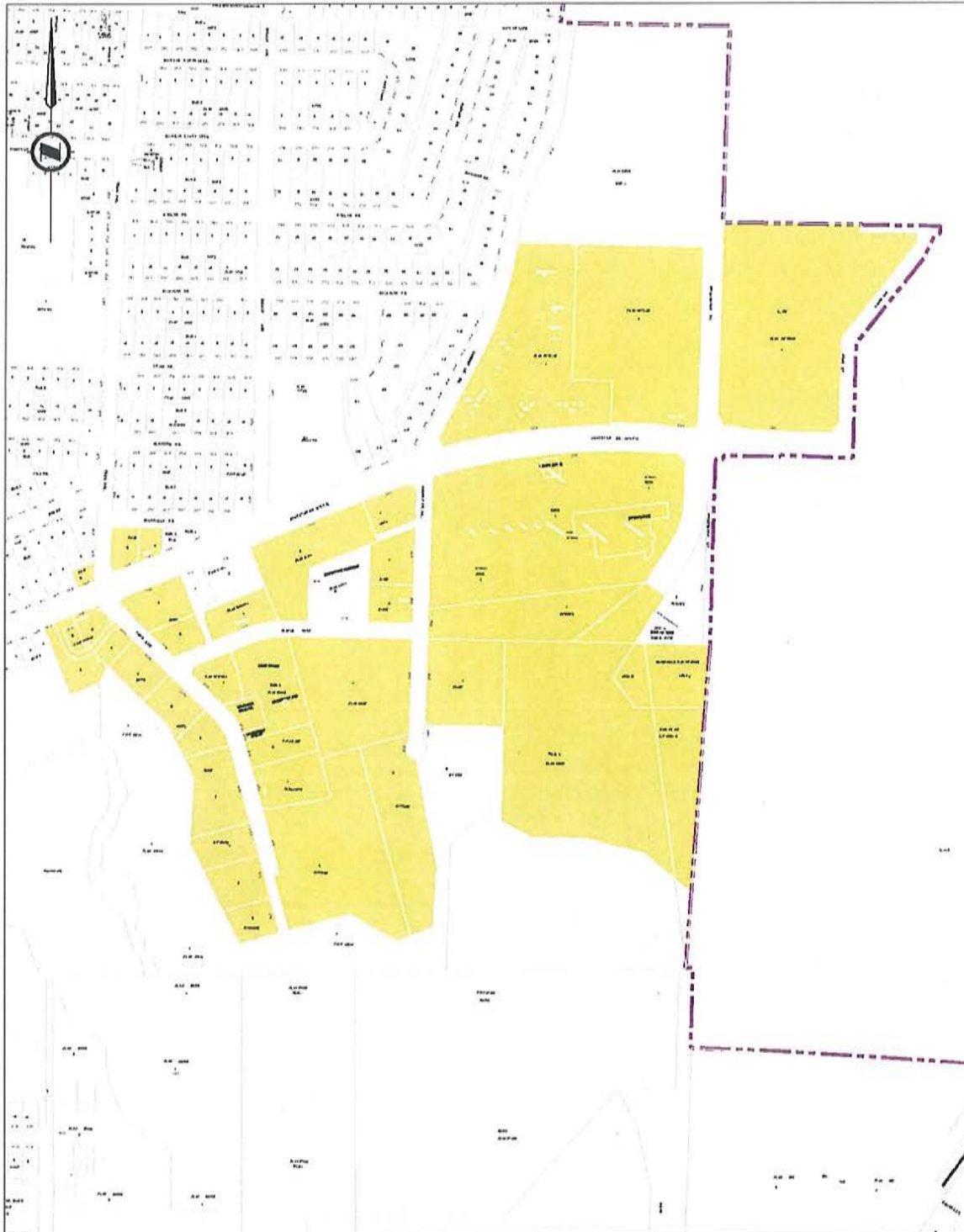
SCHEDULE "B" - CITY OF PORT ALBERNI COMMERCIAL REVITALIZATION AREAS



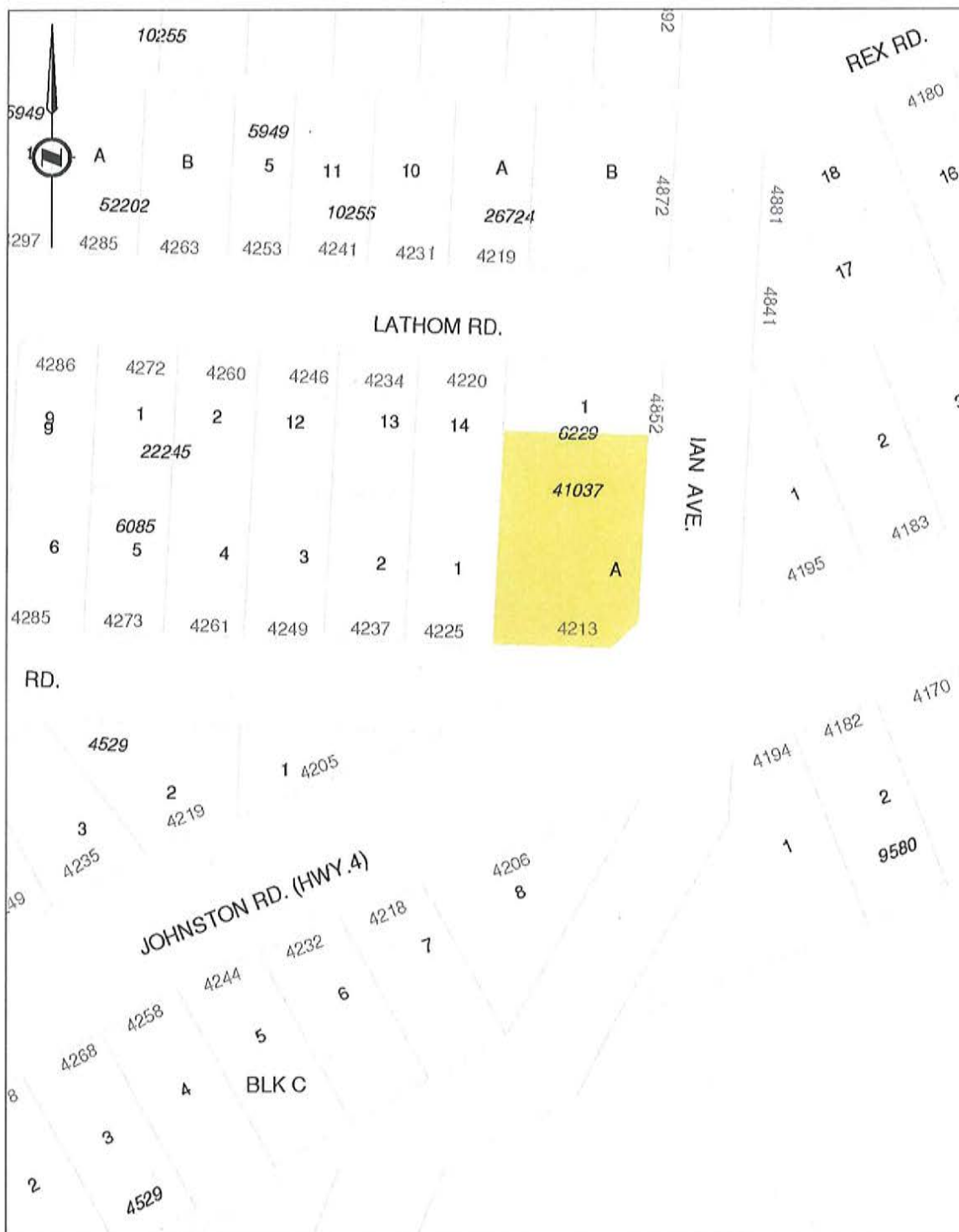
SCHEDULE "B" - CITY OF PORT ALBERNI COMMERCIAL REVITALIZATION AREAS



SCHEDULE "B" - CITY OF PORT ALBERNI COMMERCIAL REVITALIZATION AREAS



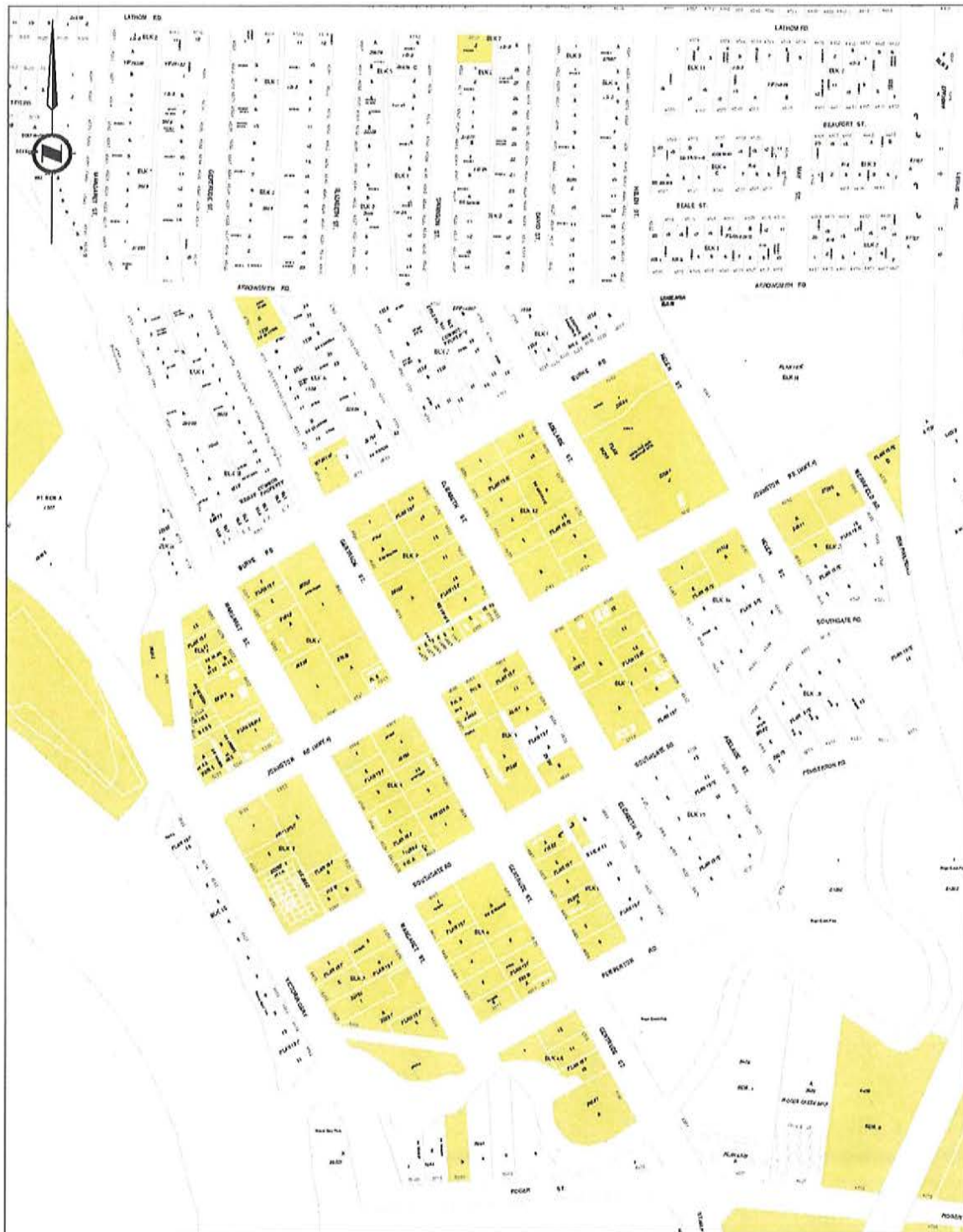
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SCHEDULE "B" - CITY OF PORT ALBERNI COMMERCIAL REVITALIZATION AREAS



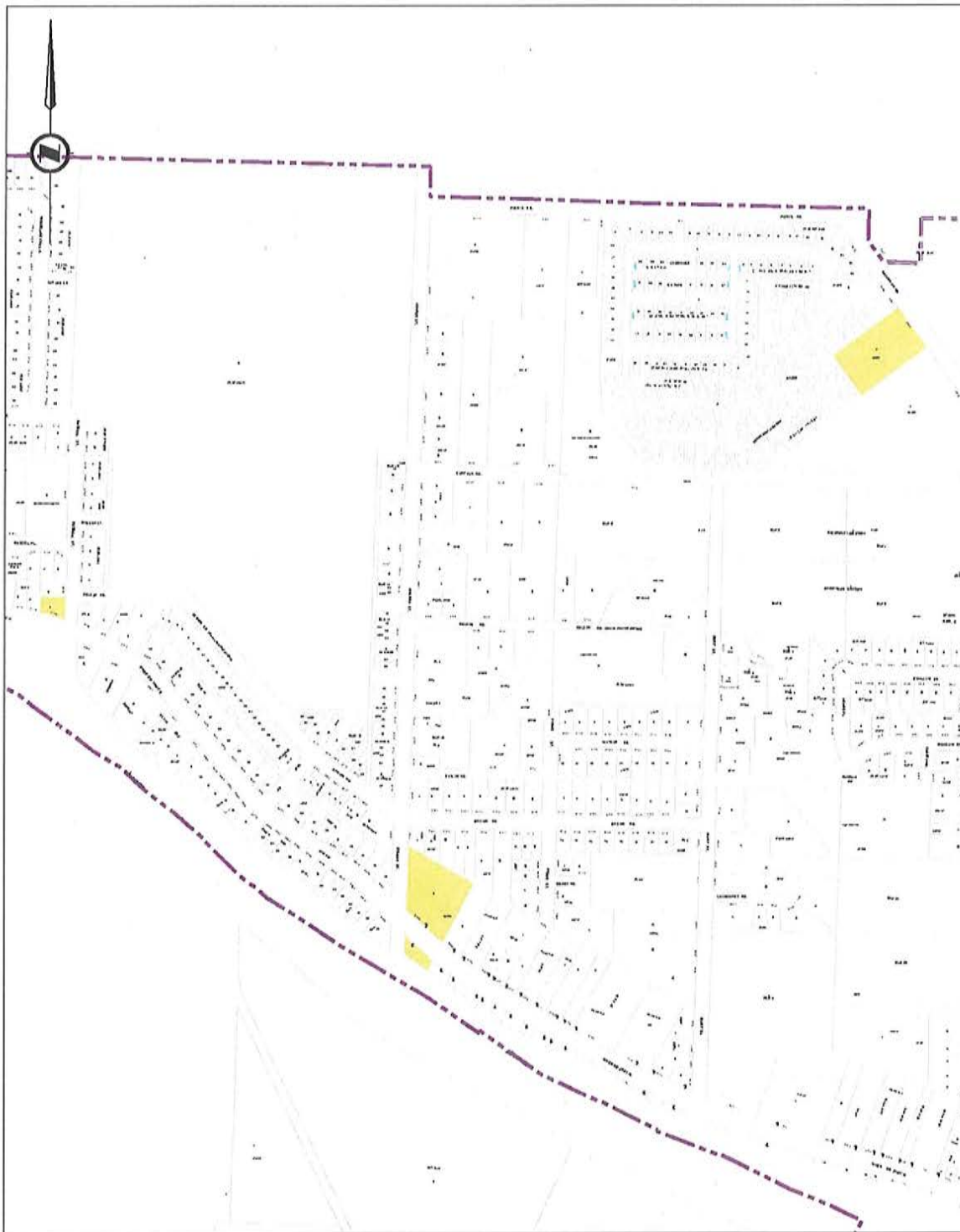
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SCHEDULE "B" - CITY OF PORT ALBERNI COMMERCIAL REVITALIZATION AREAS



SCHEDULE "B" - CITY OF PORT ALBERNI COMMERCIAL REVITALIZATION AREAS



SCHEDULE "C"

RTEP Bylaw _____

CITY OF PORT ALBERNI REVITALIZATION TAX EXEMPTION APPLICATION (Page 1 of 2)

*****Please Print*****

Application Process:

- ☐ **Apply** for and **Receive** all applicable permits
- ☐ Apply for Revitalization Tax Exemption
- ☐ Administrative Review (Planner/Clerk)
- ☐ Decision: Approval Subject to Final Inspection
- ☐ Sign Agreement
- ☐ Project Final Inspection
- ☐ Signing of Agreement and Issuance of Tax Exemption Certificate

Business Name: _____

Business Owner: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Mailing Address: _____

Business License Number: _____ Building Permit Number: _____

Legal Description: _____

PID# _____ Roll #: _____

Location of
Construction: _____

Description of Improvements (use back of page if necessary)

SCHEDULE "C"

RTEP Bylaw _____

CITY OF PORT ALBERNI REVITALIZATION TAX EXEMPTION APPLICATION (Page 2 of 2)

Type of Construction:

- ☐ New Building
- ☐ Addition to Existing Building
- ☐ Renovation to Existing building

Building Permit Number: _____

Building Permit Estimated Project

Value: _____

Start Date: _____

Completion Date: _____

Nature of Business:

Intended first year of tax exemption: 20____

If any of the above information needs to be treated as confidential, please indicate reasons:

Declaration of Applicant

I (We), _____ solemnly declare that all the above statements contained within the Application are true, and I make this solemn declaration conscientiously believing it to be true, knowing that it is the same force and effect as if made under oath, and by virtue of: "*The Canada Evidence Act.*"

Dated: _____

Signature: _____

SCHEDULE "D"

RTEP Bylaw

TAX EXEMPTION CERTIFICATE

CITY OF PORT ALBERNI
BYLAW _____
Revitalization Tax Exemption

Date of Issuance: _____ Certificate Number: _____

Date of Expiry: December 31, 20____

P.I.D. _____ Roll # _____

Civic Address:

Legal Description:

Amount \$ _____

Term: _____

Issued by:

City Clerk
City of Port Alberni

This certificate is transferable with the sale of the Parcel.

This certificate may be revoked by City of Port Alberni at any time should Council determine that the Parcel improvements on which this certificate is based have not been maintained, or have been altered so that they no longer comply with the requirements of the Revitalization Bylaw provisions.

* * * *

ECONOMIC DEVELOPMENT MANAGER REPORT

TO: Tim Pley, Acting City Manager
FROM: Pat Deakin, Economic Development Manager
COPY TO: Scott Smith, City Planner
DATE: February 17, 2016
For discussion at the February 22, 2016 Council Meeting

SUBJECT: PROPOSED SPROUT PROGRAM

Fit of Subject Matter to Corporate Strategic Plan:

- Implied in Goal 4 (Liveability) Objective 4.1 Ensure an inviting community as well as in Goal 5 (Revitalize the Economy) Objective 5.2 Attract businesses, new residents and visitors
- Identified in Status Report (Medium Priority)

Issue:

There are many empty storefronts throughout the community. They affect the adjacent businesses in a negative way and make a poor impression on those who see them. Given that the buildings they are in are old and that safety standards and building codes have evolved, the cost of bringing those spaces up to the BC Fire and Building Codes are prohibitive for someone wanting to start a small business.

Discussion:

As Council is aware, local entrepreneur Kevin Wright has proposed a way of meeting the codes while reducing the cost involved thus allowing a prospective entrepreneur a greater chance of getting into business. He has entitled the approach the SPROUT Program, referencing the potential of any business brought into being by it, to grow.

Essentially it consists of bringing a portion of the front space up to code thus reducing those costs as well as theoretically reducing the rent involved (since a smaller space is utilized). This would of course also provide the building owner with some income while getting a part of the building up to code. Assuming the business was successful, it might want to expand deeper into the store or attract another complementary business.

This approach is considered to have a great deal of potential for addressing the issue and is being supported by City staff. An engineered design for the SPROUT program has been developed in conjunction with the City's Fire Marshall and Building Inspector and was paid for out of the City's Economic Development allocation.

The next steps involved in bringing the program into being include but are not limited to (and are not necessarily listed in sequential order):

1. identifying all owners of the buildings with empty storefronts and determining who will be willing to participate in the initiative
2. calculating the probable financial benefit of participating for the owner of the building
3. calculating the probable cost of doing the work to Code (Fire & Building) for specific buildings based on the plans done by McGill so we have a dollar figure to show potential entrepreneurs
4. identifying the best business fit to the space based on the work that would have to be done in the building
5. researching successful business cluster models in other communities
6. asking the adjacent merchants what kind of business they think would complement theirs
7. depicting on or in the empty storefront windows what type of business might be successful there
8. confirming that Community Futures and the Chamber will partner with us for the success of this program
9. creating brochures and videos to advertise the opportunity with existing business owners, through partners, conventional local media and social media
10. vetting the business proposals that come forward
11. celebrating our first success

As mentioned previously, the program is considered to have a great deal of potential for addressing the empty storefronts issue. There are a number of related initiatives that would support the success of the SPROUT program including a revision of the 'Steps to Starting a Business' section of our website, a revision of the 'Business Information Guide' and having a Business Advocate for the potential entrepreneurs that need assistance in understanding the regulations that are in place and how to comply with them. These should be part of this initiative.

As desirable as these initiatives are, there are other, and arguably higher, priorities that have been assigned to, or need to be taken on by, the Economic Development Manager.

Realistic Options for Moving Forward with the SPROUT Program

Option 1: Assign the Program to the Economic Development Assistant (EDA)

- Pro: The EDA is funded for full time work and has become somewhat familiar with challenges faced by potential entrepreneurs.
- Pro: The EDA has a good working relationship with the Building Inspector and Fire Marshall who will be involved in implementing the Program.
- Con: The EDA already has a 'full plate' of responsibilities.
- Con: The EDA has not owned a business so is not fully conversant with the challenges.

Option 2: Negotiate a 1 year contract for the delivery of the SPROUT Program with Kevin Wright

- Pro: Kevin proposed the Program, has participated in its evolution and is a successful entrepreneur who is familiar with the BC Building and Fire Codes.
- Pro: The Program would move ahead in a more timely fashion
- Con: The contract would likely consume as much as \$20,000 of the existing business development and marketing allocations in the Economic Development budget.

There is, of course, a third option and that is to do nothing about the program at this time. In the opinion of the EDM and given concerns about what seems to be an increasing number of empty storefronts, this is not considered a realistic option.

Recommendation:

That the report from the Economic Development Manager (EDM) dated February 17, 2016 be received, and Council for the City of Port Alberni direct the (EDM) to negotiate the scope and deliverables for a SPROUT Program and the contract for implementing it, with Kevin Wright for an amount not exceeding \$20,000.

That Council for the City of Port Alberni approve the efforts of the EDM and the Economic Development Assistant to secure a grant to assist in the funding of this Program which shall proceed by April 15th, 2016 regardless.



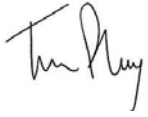
Pat Deakin,
Economic Development Manager

Council Directed Action Items on Current Status Report					
	Meeting Date	Item	Strategic Plan Fit	Status / Recommendation	Priority
1.	SICC Jan 7/08	Policy requiring review and adoption of Policy Manual following each general municipal election	Goal #5: Responsive Government	Recommend changes to Policy Manual. Ratification of all Policies in Manual by Council – City Manager/City Clerk Early 2016	High
2.	Regular May 26/14	Preparation of Bylaws and policies for implementation of bylaw adjudication system	Goal #5: Responsive Government	Order in Council effective July 14, 2014. Bylaws and policies being prepared - City Clerk/City Planner	High
3.	Regular May 26/14	Report and recommendations re development of tax revitalization program for all commercial areas	Goal #4: Revitalizing Economy/Liveability	EDM/City Clerk/Planner - Current revitalization exemption bylaw in place for Uptown only. Council required to provide specific direction. Report/Bylaw February 22/16	High
4.	Regular July 28/14	Further discussion regarding safe walkway Harbour Quay to Harbour Quay Marina	Goal #2: Connected Community	On hold pending potential redevelopment of adjacent "Imperial Oil" property for public use. – City Manager	Medium
5.	SICC Oct. 14/14	Report re synopsis and options for consideration re Alberni Paving operations at Fall Fair grounds	Goal #3: Environmental Protection Goal #4: Revitalizing Economy/Liveability	Meeting held on Nov 12 th . City Planner met with Alberni Paving Feb. 1/16 to discuss alternative locations. They are considering options.	Medium
6.	Regular Nov. 24/14	Report on mail-in voting for future elections.	Goal #5: Responsive Government	City Clerk - Report with options to be provided in with time to allow adoption in advance of 2018 election.	Low
7.	Regular Jan 12/15	Report & recommendations re revisions to Sign Bylaw with regards to election signage	Goal #5: Responsive Government	City Clerk - Report with options to be provided in with time to allow adoption in advance of 2018 election.	Low
8.	Regular Feb 10/15	Prepare Pesticide Reduction Policy/public education – best practices	Goal #3: Environmental Protection	Director of Community Services - Policy and public education plan under development	Medium
9.	Regular Feb 23/15	Report re feasibility of Sprout Business Development Concept	Goal #4: Revitalizing Economy/Liveability	Economic Development Manager - Work in Progress. Chamber of Commerce also reviewing similar program. EDM report Feb 22/16	Medium
10.	Regular Mar 9/15	Revisit options to ban smoking in City facilities and parks	Goal #3: Environmental Protection	Director of Community Services – include actions taken by other communities for area specific smoking bans	Low
11.	Special Budget – Mar 30/15	Arrange mtg between Council/staff/OIC to discuss additional RCMP member and municipal staff employee	Goal #6: Responsive Government	City Manager - Schedule meeting. Potential to include issue of additional staff at RCMP as part of upcoming Audit of Management Structure?	Low

Council Directed Action Items on Current Status Report					
	Meeting Date	Item	Strategic Plan Fit	Status / Recommendation	Priority
12.	Special Budget – Mar 30/15	Arrange mtg with Chamber/ AV Tourism/ACRD re external marketing of Alberni Valley	Goal #4: Revitalizing Economy/Liveability Goal #5: Responsive Government	Economic Development Manager - Report from EDM in September regarding recent meetings. Visitor Experience Survey Report Dec. 14/15 – further meeting to be held in Jan/16	Medium
13.	Regular May 25/15	Report re potential to intersperse food plants in the City's existing planting beds where practical	Goal #3: Environmental Protection	Director of Community Services – included in monthly report Feb. 22/16	Low
14.	Regular May 25/15	Investigate installing automatic water turbidity and temperature monitors on tributaries feeding Bainbridge/China Creek intakes	Goal #3: Environmental Protection	City Engineer has met with MoE and Island Timberlands – working towards implementation of additional monitoring of turbidity temperature. New permanent monitoring station to be installed at China Creek Dam.	Low
15.	Regular June 8/15	Investigate NIDMAR Consensus Based Disability Management System & Audit	Goal #5: Responsive Government	City Manager – following implementation of return to work program	Medium
16.	Regular June 22/15	Report and amendment to the Zoning Bylaw to restrict liquor sales in grocery stores.	Goal #5: Responsive Government	City Planner	Medium
17.	Regular July 27/15	Amend Fire Control Bylaw to reflect full year round backyard burn ban commencing April 16, 2016	Goal #3: Environmental Protection	Fire Chief/Clerk – Spring 2016	Low
18.	Regular Aug 10/15	Prepare RFP for Clutesi Haven Marina commercial development in conjunction with PAPA	Goal #4: Revitalize Economy/Liveability	Economic Development Manager – RFP issued – closing February 26/16	High
19.	Regular Aug 10/15	Review and report re rainbow crosswalks – upper 3 rd /Argyle	Not a strategic priority	City Engineer	Low
20.	Regular Sept 14/15	Report recommending alternate truck route options (other than 3 rd /Anderson)	Goal #2: Connected Community	City Engineer – on hold pending further discussions with WFP	Medium
21.	Regular Sept. 14/15	Letter to trucking companies encouraging use of alternate routes other than thru uptown	Goal 2: Connected Community	City Engineer – on hold pending further discussions with WFP	Medium

Council Directed Action Items on Current Status Report					
	Meeting Date	Item	Strategic Plan Fit	Status / Recommendation	Priority
22.	Regular Sept. 14/15	Prepare and place appropriate signage either end of 'Scott Kenny Trail'	Goal #2: Connected Community	Director of Community Services/Parks Supt. Two kiosks in place at Cherry Ck/Fall Fair Grounds. Kiosk to be placed at Tebo when weather improves. Report to Council for 4 th kiosk at Broughton (trail not complete) – Info in Feb 22/16 monthly report	Medium
23.	Regular Sept. 28/15	Review 'Partner in Parks' Program (City of Nanaimo) and provide recommendations	Goal #5: Responsive Government	Director of Community Services	Low
24.	Regular Oct. 26/15	Report re use and potential regulation of drones within City boundaries	Not a strategic priority	City Planner	Low
25.	Regular Dec. 14/15	Formation of a "Seniors Housing Stakeholders Initiative" to direct resources at Prov, Fed or Municipal levels for seniors housing projects.	Not a strategic priority	City Planner – include considerations in AVCSI letter to Council Jan 25/16.	Medium
26.	Regular Dec. 14/15	Report on secondary suite provisions of zoning bylaw including provisions for tiny houses/carriage houses	Goal #4: Revitalize Economy/Liveability	City Planner – Report Mar/16	Medium
27.	SICC Dec. 10/15	Report outlining options for formation of a governing body that would report to the City and assume responsibility for management of the McLean Mill and Railway.		Director of Community Services – February 22/16 regular meeting	High
28.	Regular Jan. 11/16	prepare draft Call for Proposals for the development of approximately 8 hectares (or less) of Lot A, Section 9, Alberni District, Plan VIP59681, except Plan VIP78980, for Council's consideration.		City Planner	Low
29.	Regular Feb. 9/16	Draft bylaw to establish a Social Planning Commission		City Planner	Medium
30.	Regular Feb. 9/16	Prepare Policy outlining duties of Personnel Committee		A/City Manager/City Clerk	Medium

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Tim Pley". The signature is written in a cursive, flowing style.

Tim Pley - Acting City Manager/Fire Chief

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CITY OF PORT ALBERNI

Royal Canadian Mounted Police (RCMP) REPORT

TO: Tim Pley – Acting City Manager FILE

FROM: Inspector Richards – Department Head (RCMP)

COPIES TO: City Clerk – Davina Hartwell

DATE: February 11, 2016

SUBJECT: City of Port Alberni Departmental Report

ISSUE: January 2016 RCMP report to Mayor and Council

DISCUSSION:

This report represents the policing activities undertaken by the Port Alberni RCMP Detachment during January 2016. I have included an update on policing activities thus far in 2016 and a comparator to previous years.

The following represents some of the calls for services received, investigations undertaken and activities of the RCMP during the month of December:

- Officers received and responded to 770 calls for service.
- January was a busy month for the Detachment and community. Property crime as a whole is up 30% over January 2015. The largest drivers of this increase have been: theft of autos, theft from vehicles, mischief and shoplifting.
- The increase in criminal activity has resulted in a 15% increase in Criminal Code offences as compared to January 2015.
- In January the Victim Services Unit assisted 29 new clients. In addition court orientation was provided for victims and witnesses and information packages were distributed by Citizen's on Patrol. The information packages provide community information on criminal activity in their neighbourhood.
- Traffic and road safety is a policing priority for 2015/16 and a key to ensuring safe roadways for everyone. In January 5 drivers were removed from the road for impaired driving. The work being performed by the Detachment has been augmented by the use of Speed Watch. Volunteers have set up on a wide variety of

streets within Port Alberni. Numerous warning letters have been sent to Registered Owners with respect to the driving. Most of these letters were sent to local residents.

- Crime Reduction and police visibility are part of the policing priorities for 2015/16. In January officers completed: 40 licence premises checks, 114 foot patrols and conducted 161 judicial release compliance (curfew) checks

Port Alberni RCMP's 2015/16 Annual Performance Plan will focus on:

- **Crime Reduction:** Reduce the impact and prevalence of crime
- **Mental Health:** Increase awareness and decrease the impact of mental health in calls for service
- **Visibility/engagement:** Engagement with community and patrols
- **Traffic:** Increased road safety through focus on Provincial traffic offences and impaired driving

The following resolution is proposed:

That the monthly report from the RCMP providing information about current departmental operations be received.

Respectfully submitted:

Insp. Mac Richards
OIC Port Alberni RCMP Detachment

Detailed Crime - 2016 Year Review

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Assault	55												55
Relationship Violence	11												11
Thefts	78												78
Break and enter	13												13
Mischief	63												63
Drugs	11												11
Provincial Traffic	38												38
Criminal Code Traffic	17												17
Motor Vehicle Incidents	9												9
Calls for Service	770												770

?

8 Year Comparison

	2008	2009	2010	2011	2012	2013	2014	2015	Total
Assault	676	621	528	539	547	451	468	509	4339
Relationship Violence	193	149	127	87	118	78	86	129	967
Thefts	1258	1101	963	896	936	814	813	810	7591
Break and enter	374	263	246	308	198	245	256	236	2126
Mischief	631	581	456	480	500	480	470	589	4187
Drugs	390	282	219	326	298	275	258	222	2270
Provincial Traffic	858	832	851	814	697	759	737	852	6400
Criminal Code Traffic	278	272	290	288	248	223	204	254	2057
Motor Vehicle Incidents	360	326	254	253	253	231	239	242	2158
Calls for Service	12018	10666	9961	10455	9830	9712	9726	9797	82165

?

2008 – 2015 Averages

Assault	542
Relationship Violence	121
Thefts	949
Break and Enter	266
Mischief	523
Drugs	284
Provincial Traffic	800
Criminal Code Traffic	258
Motor Veh. Incidents	270
Calls for Service	10270

Community Services

Parks, Recreation and Heritage

Director's Report to City Council

Date: February 22, 2016

The following information is provided for members of City Council as a means of keeping you up to date on current activities, events and projects.

PARKS

Food Plants in City's Planting Beds (Status Report Item #13) – At the May 25, 2015, City Council directed staff to review the potential to intersperse food plants in the City's existing planting beds where practical. Staff have done an initial review of including food plants in city beds and determined that there are several issues in regards to safety concerns and attractants to bears. There are issues with people defecating and urinating on the planting beds leading to concerns regarding people eating the produce from these plants. For this season, the Parks Department will include food plants in the hanging baskets located at the front of City Hall.

Youth trail maintenance program (partnership with ADSS/SD70 Step Up program) has been received enthusiastically by the group's teacher and students. They enjoy being outdoors, contributing to infrastructure that they actually use personally and working on something tangible. They've been hard at work re-doing some of the culverts along the Maquinna trail and are looking forward to doing more work to increase accessibility to trails that cross Dry Creek.



“Scott Kenny” Trail signage – (Status Report Item #22) At the September 14, 2015 Council meeting the issue of installation of signage at either end of the trail was raised. Trail kiosks have been placed at the Pacific University Trail Head and the Timber Bowl Head.





Another kiosk will be placed at the Trail Head on Tebo Road. This area requires the landscaping to be finished prior to the installation of the kiosk.



The final Trail Head at Broughton is still to be completed. The 2016 Capital Budget includes funding to add base material and cap the trail. This will then tie into the Pacific University portion of the trail.

In regards to markers indicating Scott Kenny trail we will be using the same trail makers that we have used on the Maquinna Trails using a bear claw stamp and adding the initials SK to the markers. In future trail developments we will carry on this patter of the Bear Claw and/or initials.

FACILITIES

Multiplex – We will be installing two variable frequency drives for the two main compressors in the ice plant in the next few weeks. One of the compressor starters went down a few months ago and instead of replacing it we decided to go with the VFD's as they should help to reduce hydro costs

Echo Centre – Currently finishing up the installation of the new Fire Alarm Panel at Echo Centre. This panel replaces the original panel that was faulty and impossible to get parts for.



SPECIAL EVENTS



Polar Bear Swim

Canal Beach – January 1st, 2016

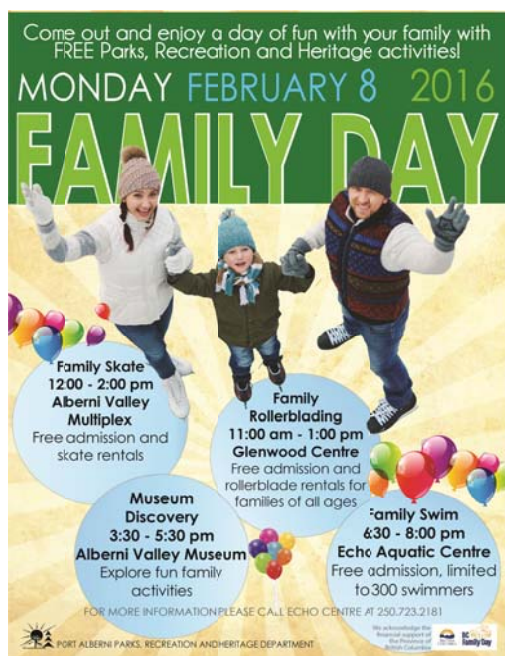
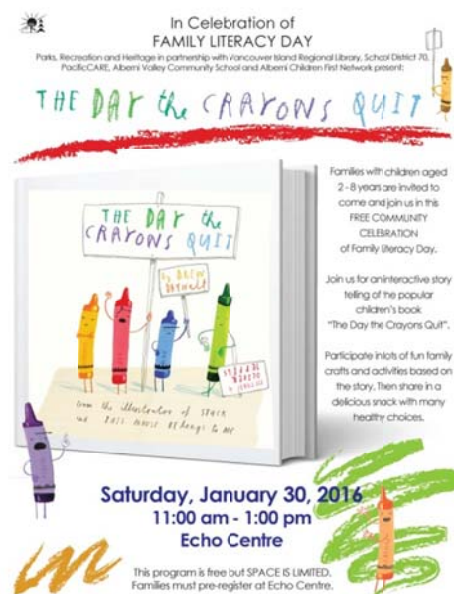
Over 200 people attended with over 125 people going into the water.

This event is a partnership with the City of Port Alberni, BC Ambulance Service, AV Rescue Squad, Royal Canadian Marine Search and Rescue, Kiwanis Club and PEAK 93.3

Family Literacy Day Event

The Day the Crayons Quit – January 30th 2016

Families with children aged 2-8 were invited to take part in a Free community celebration of family literacy day at Echo Centre. Fun family games, crafts and activities followed by an interactive story telling of the book The Day the Crayons Quit. In partnership with Parks, Recreation and Heritage, Vancouver Island Regional Library, SD70, Pacific Care, Alberni Children's First Network and Alberni Community Schools. Total of 100 people attended (Sold Out).



Family Day Activities

A busy day at our facilities 692 people participated in free activities at Glenwood Centre, AV Multiplex, Echo Aquatic Centre and the AV Museum

Heritage Week – February 15 – 21, 2016

The following activities will be held during Heritage Week

Come for
Tea and Stories
Thursday, February 18, 2016 | 2:00pm-4:00pm
at the Alberni Valley Museum
An event to celebrate our heritage during National Heritage Week.

"Pleasurable Diversions: Outdoor Recreation in the Alberni Valley"
Will be the summer exhibit at the Alberni Valley Museum. We are looking for stories and objects that would add to the exhibit - Do you have a fishing, hiking, boating or other outdoor story to tell? Memories of the Klitsa Lodge, time at the lake or on the inlet, a story about how your family came to the Valley? Come and enjoy sharing your memories of recreation in the Alberni Valley and discussing the plans for this exciting exhibit.



7457175
Echo Centre 4255 Wallace St. 250-720-2863

Western Vancouver Island Industrial Heritage Society
Annual General Meeting
Wed. Feb. 17 at 7:00 p.m.
Cedar Rooms - Echo Centre

Presentation: "WVHIS - The Year in Review" enjoy a photo presentation of all this active group has accomplished over the past year. Displays, refreshments and membership sales.
An event to Celebrate our Heritage during National Heritage Week.



7457169

Programs



Nights Alive

The program has seen a steady number of youth attend, even as we have shifted from approx. 4 Saturday nights per month to 6 sessions (Saturdays and Wednesdays) per month. Since September 2015, the program has averaged per session:
Wednesday evenings – 26 youth Saturday nights – 35 youth

Pool Mural Project

Phase 2 of the project has started with 17 artists receiving their panels and paint. We are looking forward to receiving their paintings. The panels will be hung during pool maintenance shutdown.





Grade 1 Big Buddy Program

School District #70 and the Parks, Recreation and Heritage Department teamed up to create a “Big Buddy Program” between seniors and a Grade 1 class from Maquinna Elementary School.

Twelve seniors were paired up with twenty Grade 1 students. For their first session, the kids were very excited to take the bus to the Museum to meet their big buddies. The students prepared “getting to know you” questions for their big buddy and also brought books and colouring sheets with them

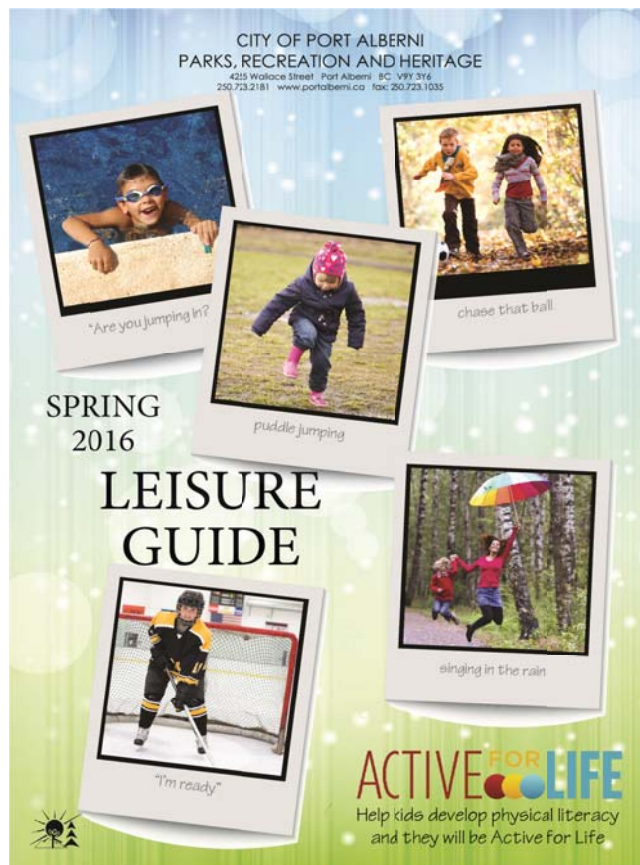
The second meeting was at the student’s classroom at Maquinna school. The buddies worked together on Valentine’s crafts and had some special treats. The buddies will be continuing their friendship three more times throughout the school year.

Hosting visit from the A-Action Program Manager

of IDEAS International Education – China. Ms. Lu Cui will be visiting Port Alberni and working with our department for up to two weeks in March. During this time she will also be interacting with students at the High School. The purpose of the visit is to exchange youth leadership ideas and further the City’s partnership with her organization. Our department will be working on developing a youth leadership program entitled PA Action.

Leisure Guide – The Spring Leisure Guide is now available.

For a complete listing of our programs please check the City web site at www.portalberni.ca or pick up a copy of our Spring Healthy Living Guide at any of our major facilities.



AV Museum & Heritage Network Report

- AVM – December 2 – hosted the Heritage Commission’s Christmas Social and Heritage Awards – well-attended, with about 85 guests, and Mayor Ruttan presenting the awards – a particular highlight was the presentation to the members of the steering committee of residential school artists and survivors for their contribution to the exhibit *We Are All One*, featuring the art produced by children at the Alberni Indian Residential School.
- December 17 – applied for Canadian Museums Association/Young Canada Works support for two summer positions to assist at the AV Museum & with the Industrial Collection.
- February 1 – notified by letter of success in the 2016 BC Arts Council grant application – and received the cheque the same day – awarded \$65,000 for operating funds. This is a multi-year funding commitment, so a simpler application process for 2017.
- AVM – ongoing:
 - o “Pirates: Treasure Island to Vancouver Island” exhibit continuing until March 7 – still attracting visitors – a mix of visitors to the community and families with children.
 - o Working on research, design, and preparation for “Pleasurable Diversions: Outdoor Recreation in the Alberni Valley” – the summer exhibit for the AV Museum. This will include a community open house event from 2-4 on Thursday, February 18, to acquire more stories and possibly artefacts to incorporate in the exhibit.
 - o Preparation under way for the Regional Heritage Fair, to be hosted by the AV Museum in May.
 - o Cooperated in December with the WVIHS/McLean Mill on promoting and selling tickets for the Santa Train and other Christmas events.
- Heritage Commission:
 - o February 3 meeting – the Commission approved a new Collections Policy for the City-owned AV Museum Collection, including the Industrial Collection currently managed by the WVIHS.
 - o Determining Heritage Commission priorities and projects for 2016.
- WVIHS
 - o Work continuing on various trucks and machines at the Industrial Heritage Centre.
 - o Work at Roundhouse on rail rolling stock & locomotives in preparation for the 2016 season – including repairs to the recently vandalized passenger cars.
 - o Hosted an evening with Doug Harrison, discussing the careers of the Martin Mars water bombers, on December 3, with about 80 people attending.

- o AGM to be held at Echo Centre on Wednesday, February 17, featuring the WVIHS year in review.
- McLean Mill & APR
 - o Hosted Christmas events – Santa Train, Craft Fair, etc.
 - o Working on repairs to the mill's lumber deck, jointly funded by Parks Canada.
- Port Alberni Maritime Heritage Society
 - o With winter coordinator Jules Hamilton, kept the Maritime Heritage Centre open on weekends this winter, with regular visitation.
 - o Has installed the recently acquired steam launch *Swan* at the Hutcheson Gallery.
 - o Presenting ongoing monthly series of Maritime Heritage Nights for 2016, starting on February 18, with a presentation by Darrell Ross on Tseshaht canoes.



The Santa Train, December 2015, at the Train Station, with Number 7 accompanied by the Two-Spot Shay locomotives [left], cosmetically restored in 2015. Photo courtesy of David Hooper.



CITY OF PORT ALBERNI ECONOMIC DEVELOPMENT MANAGER

Report to City Council February 22nd, 2016

Brief Update on Selected Work from January 26th to present

Clutesi Haven Marina Upland RFP

- A limited number of inquiries have been received; no formal responses submitted yet.
- As Council will likely have seen, the Hupacasath First Nation is developing a proposal and is expected to submit a response by the deadline.
- RFP closes February 26th.

Alberni Valley Regional Airport Runway Extension

- ACRD Board has approved the issuing of the tender for this work.
- Assuming bids come in at or under budget, the work is expected to begin in April or May.
- Many meetings and conference calls in support of the initiative are taking place with stakeholders and (primarily) provincial government agencies.
- Grant applications will continue to be prepared as opportunities come along.

Islands Agriculture Show (IAS)

- The Alberni Valley had a strong presence at the IAS in Cowichan Feb 12th & 13th partly in preparation for our hosting of the 2017 Show.
- The Alberni Valley contingent debriefed the 2016 Show last Tue and is beginning to organize for 2017 (Feb 3rd & 4th) in earnest.

Commercial Revitalization Tax Exemption Bylaw (CRTEB)

- As promised for this meeting, a draft of a Bylaw for all commercial areas not currently covered by the existing Bylaw has been developed by the City Clerk, City Planner and EDM and is presented for Council's consideration.
- An amendment to the existing CRTEB is also proposed in order to make private properties in Harbour Quay and City-owned land in the Uptown eligible for incentives.
- Given business owner responses during the Business Walks in October, a façade improvement program is also discussed in the CRTEB report.

SPROUT

- As promised for this meeting, a report on the proposed SPROUT Program is included.

Ongoing Initiatives

- Attraction of 2nd Component to High-Value Wood-Biomass Cluster
- Attraction of Water-Intensive Industry
- Re-Branding

Pat Deakin, Economic Development Manager



Evergreen Exhibitions LTD.

B.C.'s #1 Consumer Show Producer

www.homeshowtime.com

Mayor and Council
City of Port Alberni
4850 Argyle St.
Port Alberni, BC
V9Y 1V8

February 4, 2016

Dear Mayor and Council,

On March 12-13, 2016 we will be holding the 26th Annual Spring Home Show in the Glenwood Sports Centre. As always, the show will be free to the public.

In order to help promote the event, we request your permission to suspend a banner across 10th Avenue near the Echo Centre. With your permission the banner will go up March 7 and come down on March 13, 2016.

The banner is of the highest quality and we carry five million dollars in liability insurance. Once again the City of Port Alberni will be named as the co-insured while the banner is up.

On behalf of the Port Alberni business community, thank you in advance for your help with this important community event.

Sincerely,

Sarah Marwick
Office Manager & Events Coordinator

■ ■ ■

Box 574 Parksville, British Columbia V9P 2G6 Phone 250-248-4440 or 800-471-1112 Fax 250-248-0640

BC's Best Shows in:

VICTORIA ■ DUNCAN ■ NANAIMO ■ PARKSVILLE ■ PORT ALBERNI ■ COURTENAY ■ CAMPBELL RIVER
LANGLEY ■ NORTH VANCOUVER ■ TRI-CITY

ENTERED

From: Janette Cormier [<mailto:cormier.ja@gmail.com>]
Sent: Tuesday, February 09, 2016 11:38 AM
To: Mike Ruttan
Subject: Letter of Support for Tree Grant

Hello Mr. Ruttan,

I am re-applying for (up to) \$4000 to put towards nuts producing trees for the City of Port Alberni. If successful myself and the Young Professionals of the AV will be installing trees at the Dry Creek Community Garden this Summer/Fall. I applied last year very last minute and did not get the funding. I got a Letter of Support from you last time but will need an updated one for this years application.

I specifically need the letter to state that the city of Port Alberni, as the land owner at Dry Creek Community Garden support the planting of the trees.

The application is due on February 27th.

If successful, I will consult with city staff regarding the planting of trees as per our lease agreement.

Thank you,

Janette Cormier, RAc, RH
Acupuncture and Herbal Medicine
2-5023 Johnston Rd.
Port Alberni, BC
250-720-7240

February 15, 2016

Mayor and Council
City of Port Alberni
4850 Argyle Street
Port Alberni BC V9Y 1V8

Dear Mayor Ruttan and Council;

Following on the second recommendation of your recently released "Organization & Compensation Review Report" (Judy Rogers Consulting Inc., September 2015), I invite you to join the Alberni Clayoquot Regional District Board of Directors in a meeting to discuss pursuing shared service agreements and the opportunity of regional services.

As Chair of the ACRD, I welcome the opportunity for our respective local governments to consider shared services that may provide economies of scale, broader public benefit, and/or improved service delivery to the residents and property owners in the Alberni Clayoquot Regional District.

At our initial meeting, I suggest we receive a primer on regional district governance and functions, as well as overviews on the services that our respective local governments currently provide. I also propose that we discuss our respective goals in considering the provision of common services. Prior to this meeting, our staffs should consult with the Ministry of Community, Sport and Cultural Development for guidance on service reviews and successful models of service arrangements. They can then design an appropriate agenda for this first meeting that will help launch us on a methodical and transparent process.

Regional District directors and City Council members may be interested in some preliminary reading of a series of booklets developed by the Ministry to help guide the process of developing sustainable service arrangements. They can be found at this link:

http://www.cscd.gov.bc.ca/lgd/intergov_relations/service_arrangements.htm.

I look forward to our discussions. Our staff will be in contact with the City to coordinate a meeting.

Sincerely,



Josie Osborne,
Chairperson

ENTERED

H.3



February 4, 2016

British Columbia Local Governments
Via email distribution

Dear BC Local Governments:

SUBJECT: 2016 FCM RESOLUTION – BUILD CANADA GRANT FUNDING

The Council for the City of Port Coquitlam, at its regular Council Meeting of January 11, 2016, adopted the following resolution requesting all British Columbia local governments' endorsement:

1. **THAT** Council make the following motion to the Federation of Canadian Municipalities and the Union of British Columbia Municipalities:

WHEREAS the Federal Government's Build Canada grant program generally shares the costs of all approved infrastructure projects equally between the province and the local jurisdiction at one third each;

AND WHEREAS for nationally and provincially significant projects, where projects provide a greater national and provincial benefit, and where communities are disproportionately and directly impacted by such projects, the burden of one third of the cost is inequitable and too high for the local jurisdiction;

THEREFORE BE IT RESOLVED that the Federal Government's Build Canada grant program, National Infrastructure Component, be amended to fund a minimum of 50% of the project cost.

BE IT FURTHER RESOLVED that the provincial funding contribution for significant projects be a minimum of 40% of the project cost.

2. **THAT** this motion be forwarded to all local governments in British Columbia to request their endorsement.
3. **THAT** this motion be forwarded to Mr. Ron McKinnon, Member of Parliament for Coquitlam - Port Coquitlam and to Mr. Mike Farnworth, Member of Legislative Assembly for Port Coquitlam - Burke Mountain.

Sincerely,

C. Deakin
Carolyn Deakin, CMC
Assistant Corporate Officer

ENTERED

J.4

February 16, 2016

Mayor Ruttan and Council for the City of Port Alberni

Dear Mr. Mayor:

With a major move undertaken by council to remove Ken Watson from the city manager's position, resulting in council's need to seek a new Chief Administrative Officer, and another management adjustment acted upon with respect to the changes made affecting Theresa Kingston, what is council's forecast for the effect on the city's budget resulting from the decisions already made, and those yet to be made, regarding the city's management structure?

Council has indicated that more changes to management are being planned, which will be revealed in due course. But did council establish a baseline number that provides details regarding current salary and legacy expenses for the city's management structure prior to any personnel changes being implemented? Essentially, was a business plan drafted that identifies current management costs and that also provides details for how expected monetary results from personnel restructuring will be achieved, along with periodic goals upon which the public can measure whether or not such goals of council are being met?

In order for taxpayers to measure any success, or short comings, resulting from the changes already made or being contemplated by council, there needs to be a mathematical component to the plan. Is there a mathematical analysis upon which council is basing any changes to the management structure? Will that analysis be made public? If there is no base line number or mathematical analysis, how can the public, or council specifically, know if any of the changes to the management structure being contemplated or acted upon, will, in the future, be costing us more or less than the current management structure is costing us?

Though all of the changes affect people, the bottom line is that while changes to the management structure may be spun by council as efficiency in the delivery of municipal services, it is in the end, about money. Tweaking the total spent on exempt staff by single or low double digit percentages does not specifically indicate the quantity of exempt staff that may be hired or dismissed by council, nor does it name any specific individual or reveal any job title council may be considering for amendment. So Mr. Mayor, can you and the council identify the number for the current costs, and then, when compared to current costs, what the expected future costs for the management structure are projected to be during your term of council so that all of us know those data points, and so that all of us can judge whether or not council achieves the desired results from the implementation of recommendations in the Judy Rogers report?

Thank you for your time and consideration. I look forward to council's answers.

Yours truly,
Roland Smith



Davina Sparrow
City Clerk, Port Alberni
4850 Argyle St., Port Alberni, BC V9Y 1V8
(250) 720-2810

Charlene Patterson
Owner/Operator, Char's Landing
4815 Argyle St., Port Alberni, BC V9Y 1V9
(250) 730-1636

February 17th 2016

Re: The Solstice Arts Festival – Request for temporary closure of Argyle Street between 5th and 4th Avenues

Good afternoon Davina,

We hereby request Council's endorsement to close Argyle Street between 5th and 4th Avenues from Friday June 17th through Monday June 20th in order to facilitate the street arts activity components of The Solstice Arts Festival.

12noon Friday Jun 17th - close 2 centre lanes for City Tents to be set up.

9am Saturday Jun 18th – close remaining lanes

9pm Sunday Jun 19th – open remaining lanes

12noon Monday Jun 20th – open 2 centre lanes after City Tents are taken down.

This year, in a co-operative effort facilitated by The Community Arts Council of the Alberni Valley under The Solstice Arts Festival umbrella, each of The Community Arts Council (Days With The Arts), The Art Rave Alberni Society (Art Rave), The Art Matters Society (Festival of Artistic and Creative Expression), The Portal Players (Improv) and Char's Landing (City Block Party), will hold their annual festivals in the Rotary Arts District on this one Father's Day weekend. We hope that with the City & Community of Port Alberni's support, this will become the Alberni Valley's annual arts weekend with a wide draw.

On behalf of The Solstice Arts Festival umbrella, Char's Landing will facilitate this Argyle block as the event venue for the free family friendly arts activities in a similar fashion as we first did for the August 4th 2012 Centennial Homecoming City Block Party. The Rollin Art Centre and Capitol Theatre will be the paid admission family friendly venues. Char's Landing & Capitol Theatre Lounge will offer the 19+ beverage venues per their existing licenses & insurance.

Plans and considerations for the Argyle block thus far are as follows:

1. Street Arts & Music – Art Rave & Art Matters will run the activities Saturday/Sunday. Dance band Saturday evening.
2. Street Food – Various insured food trucks will be invited. Char's Landing will provide tables & chairs.
3. Alcohol - Char's Landing & Capitol Theatre will serve through their existing insured liquor licenses.
4. Washrooms – Char's Landing facilities will be available throughout (all ages outside side door access)
5. BC Transit, Commissionaires, local businesses and residents will be notified.
6. RCMP, Fire Department, BC Ambulance, Streets Superintendent will be consulted.
7. Insurance – Char's Landing through MacDermott's will take a 3 day event liability policy with named insured(s).

Regrettably I neglected to realize that now all requests for City Tents & Barriers must go through the Community Investment Program and of course I have missed that deadline. Therefore, this application comes with an additional ask to the City that Char be granted a late request through the CIP for the following, based on availability:

1. City tents (6ea) to be granted and set up by City staff Friday afternoon and taken down Monday morning
2. Street barriers to run across the 5th and 4th Avenue sidewalks be dropped at Char's for eventual setup.

We invite Mayor, City Council & Staff and the Community of Port Alberni to join in our celebration.

Thank you in advance for this consideration.

Charlene Patterson
dba Char's Landing

REGULAR COUNCIL AGENDA - FEBRUARY 22, 2016

ENTERED

144

H.6

Minutes

Seniors Advisory Committee

Thursday, October 8, 2015

Present: Margaret Vatamaniuck, Bill Randles, Maureen Brechin, Denis Sauve, Darren Saare (Chair).

Regrets: Susan Barnett

1. Annual Report to Council
 - a. Darren Saare to prepare an annual report to Council with recommendations for:
 - o The creation of a Seniors Housing Stakeholders Initiative to be formed to begin addressing Seniors Housing issues and to provide the best possible advice to Council in this important area.
 - o Councils support for a Seniors Fraud and Abuse Prevention Workshop facilitated by Councillor Denis Sauve and Darren Saare. This would require space provided by the City at Echo Centre.
2. Seniors Housing (Standing item)
 - a. The committee discussed the published report from the **Federation of Canadian Municipalities titled – Seniors and Housing: The Challenge Ahead**
 - b. The committee discussed the Community Stakeholders contact list that was compiled and decided to contact all the organizations on the list to make them aware of the Seniors Advisory Committee and to get a contact name and email address for each organization so that information can be shared promptly. The list will be broken into sections and contacted by various committee members.
3. Maureen Brechin shared that she is no longer President of the Sunshine Club and that Daniel Watts will be replacing her on the Seniors Advisory Committee.
4. A general discussion took place regarding Mayor and Councils use, or lack thereof, of the Advisory Committees to date. Concern was expressed that issues pertaining to seniors in the community were not coming before the Seniors Advisory Committee. Councillor Sauve made a commitment to address this issue.
5. The Seniors Advisory Committee meeting schedule was discussed. Since at this time the committee is being underutilized it was decided that the committee would **change its meeting schedule to every second month**. Should the committee be needed or important issues present the committee could hold a special meeting or address the issue via telephone/ email.

Darren Saare, Chair

Davina Hartwell, City Clerk

SENIORS ADVISORY COMMITTEE
Minutes of Meeting Thursday 14 January 2016
4:30 pm in the City Chambers

Attendees: Councillor Denis Sauve
Susan Barnett
Bill Randles

Darren Saare
Margaret Vatamaniuck
Lorraine Kemp

1. Introduction

The meeting was chaired by Darren Saare. The minutes of the 8 October 2015 meeting were adopted with no changes, moved by Bill Randles and seconded by Susan Barnett.

2. Introduction of New Member

Lorraine Kemp was introduced as the new member representing the Sunshine Club.

3. Housing

Councillor Sauve advised the committee that the city will be sending a letter to the Minister of Health with respect to the lack of and need for seniors housing projects in Port Alberni. He also indicated that the Rainbow Gardens expansion proposals are still under discussion.

Councillor Sauve and Darren Saare are still in the process of setting up a senior's information session to address the topics of fraud, abuse and neglect. They are hoping that it will be in March 2016 in the afternoon running for about 2 hours and allowing a question period.

3. Island Health Service Integration

Darren Saare indicated that the senior population in Port Alberni is expected to peak in 2034 with a 96% increase over current levels. He indicated that VIHA is looking at various models to address this need in light of the current inadequacies.

The Seniors Advisory Committee has submitted their annual report to City Council and it has been approved.

Lynn Turner from Port Alberni Better At Home Program attended the meeting and gave us some information concerning their funding and volunteer recruitment in the area overall. As a result of this discussion Councillor Sauve agreed to talk to council about the need for a volunteer bureau in the area.

The schedule for this year has been set as follows: Feb11, Apr 14, June 9, August 11, October 13 and December 8 2016.

The meeting was adjourned at 5:30 pm.

Darren Saare, Chair

Davina Hartwell, City Clerk

Sb/

McLEAN MILL ADVISORY COMMITTEE

Meeting of Thursday November 19, 2015
6:00 pm in the Chamber of Commerce Office

Minutes

Attending:

• Rob Duncan	Member at large & Chair
• Jack McLeman	City of Port Alberni & Vice-chair
• Sheena Falconer	Member at large
• Bill Lekitch	Member at large
• Hugh Grist	WVHIHS
• Jim Sears	AV Community Forest
• Jan Lavertu	Member at large
• Bill Collette	Chamber of Commerce
• Neil Malbon	Non-voting liaison
• Jamie Morton	Non-voting liaison & secretary

Regrets:

• Maggie Paquet	Member at large
• Jimmy Hodgson	Island Timberlands
• Cameron Oscienny	YPAV
• Melody Francoeur	Member at large
• Mike Kokura	ACRD
• Ken Rutherford	WVHIHS
• David Whitworth	AV Museum & Heritage Commission

Guest:

• Mayor Mike Ruttan	City of Port Alberni
---------------------	----------------------

Called to order at 6:00 PM.

1. It was moved and seconded: that the agenda for the November 19 meeting be adopted:
Carried.
2. It was moved and seconded: that the minutes of the November 12 meeting be adopted
as distributed: Carried.
3. **Chair's Report: Rob Duncan:**
 - o No Chair's Report was presented at this meeting.
4. **Committee Reports**
 - o No Committee Reports were presented at this meeting.

5. Discussion of the Recommendations to be Presented to Council:

The recommendations, as presented to the Committee on November 12, and revised in accordance with the Committee's direction on November 16, were presented and edited on-screen by the Committee, in preparation for presentation to City Council. The accompanying PowerPoint presentation was viewed and received some editing from the Committee.

- **Governance Recommendations:**

- This was confirmed as the key recommendation to be offered to City Council:
- That a new Board of Directors be established which will be responsible for the management of the McLean Mill NHS and the Alberni Pacific Railway.

- **Facility Recommendations:**

- Confirmed with minor editing.

- **Revenue Recommendations:**

- Confirmed with minor editing.

- **Funding Recommendations:**

- Confirmed with minor editing.

- **Marketing Recommendations:**

- Confirmed with minor editing.

- **Summary and Next Steps:**

- It was moved and seconded: that the Recommendations Report and accompanying PowerPoint presentation, as revised at this meeting, be accepted for presentation to City Council on November 30, 2015. Carried.
- The finalized Recommendations Report and PowerPoint presentation will be submitted to the City Clerk for distribution to City Council.

- **Other Business:**

- Mayor Ruttan was asked about City Council's potential response to the recommendations. He noted that Council may want statements of data and targets, such as those presented in the 2007 Strategic Plan.
- Mayor Ruttan outlined the possible status of the McLean Mill Advisory Committee, suggesting that in the future it may be converted to a Select Committee, rather than a Standing Committee.
- Chair Rob Duncan thanked Mayor Ruttan for attending this meeting.
- Mayor Ruttan commended the Committee members, and in particular Councilor McLeman, for their commitment to the project, and for their effort in developing the recommendations for City Council.
- All agreed that the work of the Committee signaled a positive commitment from the City of Port Alberni to make McLean Mill NHS sustainable.

6. Next Meeting:

- **Presentation to City Council, Monday, November 30, 2015 – 3:00 PM in Council Chambers.**

7. Adjournment:

- Rob Duncan moved to adjourn the meeting at 7:23 pm.

Rob Duncan, Chair
McLean Mill Advisory Committee

Davina Hartwell, City Clerk
City of Port Alberni

McLEAN MILL ADVISORY COMMITTEE

Meeting of Thursday February 4, 2016
6:00 pm in Council Chambers

Minutes

Attending:

• Rob Duncan	Member at large & Chair
• Jack McLeman	City of Port Alberni & Vice-chair
• Hugh Grist	WVHHS
• Jim Sears	AV Community Forest
• Jan Lavertu	Member at large
• Bill Collette	Chamber of Commerce
• Ken Rutherford	WVHHS
• David Whitworth	AV Museum & Heritage Commission
• Neil Malbon	Non-voting liaison
• Jamie Morton	Non-voting liaison & secretary

Regrets:

• Maggie Paquet	Member at large
• Jimmy Hodgson	Island Timberlands
• Cameron Oscienny	YPAV
• Melody Francoeur	Member at large
• Mike Kokura	ACRD
• Sheena Falconer	Member at large
• Bill Lekitch	Member at large

Guest:

• Theresa Kingston	CPA Director of Community Services
--------------------	------------------------------------

Called to order at 6:00 PM.

1. Chair's Report: Rob Duncan:

- Rob Duncan noted that this meeting had been called to permit status reporting from committee members.

2. Council Report: Jack McLeman:

- City Council had moved to form a Board of Management for McLean Mill and the Alberni Pacific Railway.
- A report on potential Board structure would be reviewed by Council for decision at the February 22 Council meeting.
- Operational decisions cannot wait until April or May, so the current Advisory Committee will act as the interim Operating Board.
- Jack McLeman has obtained a quote on the cost of installing a campground, and will consult with Sheena Falconer on the development of a campground business plan.

- This should follow the Community Forest model – a corporation that would receive City funds, to be repaid, with additional revenue to McLean Mill.
- It will fill the need for a community RV park.
- A speeder run will be developed to connect the campground to Harbour Quay & Lady Rose Navigation.

3. Facility Report: Jan Lavertu:

- Identified the need to resolve the issue of the kitchen being housed in two buildings.
- The Steam Pot Café has been emptied to convert to a gift shop, and the current gift shop has been emptied also.
- The floor in the Café building has been refinished, and the walls are to be painted next week, followed by the installation of fixtures and furnishings.
- Gift shop to carry region-specific products and giftware.
- Examining site plans, to prioritize what can be done.
- Intending to power-wash buildings.

4. Discussion:

- Neil Malbon & Hugh Grist noted that these changes were referenced in the capital plan presented to the City – Jack McLeman recommended that the capital request to the ACRD be raised to \$30,000.
- Bill Collette had brought a Russell Foods representative to view the facility, which had resulted in the following cost estimates for equipping a commercial kitchen, exclusive of delivery, installation, plumbing & electrical work:
 - Front counter - \$29,000
 - Banquet equipment - \$89,000
 - Other - \$19,000
 - Total - \$137,000
- Jan Lavertu noted the need for “concession equipment” on site for special events, etc. – to provide fast food & drinks for visitors – high profit & low investment.
- Bill Collette noted that 60 people were registered for the May 2016 Number 7 Challenge, and that hundreds were expected, with the associated need for food concession services.
- Jack McLeman noted that the Board of Management would be formed including members of the current Advisory Committee, with other members of the Advisory Committee forming part of the “Friends of McLean Mill” fundraising society.
- Discussion of the need for promotion, and the example of the model train shows facilitated by Ken Rutherford.
- Jan Lavertu mentioned the need to focus on presentation of the site, to show that the Committee is working, and to impress visitors.
- Rob Duncan noted maintenance, a lumber kiln, and a campground, as priorities.
- Rob Duncan noted the need for a business plan for the food services and campground operations – some discussion of who should prepare these.
- Hugh Grist asked if the WVHHS capital request should be raised to reflect the cost of the kitchen and other initiatives. Following discussion, it was decided that this should be left until business plans were developed.
- Jack McLeman asked about the status of the barn as wood storage – suggested it was probably best to have separated/dedicated wood storage.
- Discussion of the structure of the Board of Management:
 - David Whitworth asked why two organizations were required – response from Jan Lavertu and Rob Duncan – required with City-owned facility; Friends more focused on fund-raising.

- Discussion of recruiting members for organizations – suggested that not many were needed.
- Discussion of the Board forming the Society – some ambiguity about how that would work.
- WVIHS Directors would like to see the Board recommendations before the February 22 Council meeting.
- Ken Rutherford noted that the facilities work on the kitchen etc. was done without regard for existing governance structures – the WVIHS, as the contracted operator of the site, was not notified, nor was the City, as the owner of the assets.
- Discussion of how the changes to the entry could potentially affect site control and logistics – done without consultation.
- Ken Rutherford noted that there were greater sensitivities within the historic zone – this was agreed to by Rob Duncan & others.
- Jack McLeman & others thanked Jan Lavertu for his initiative in undertaking the modifications to the entry buildings.
- Discussion of protocols and communications issues.
 - Issue of time pressure balanced against following protocols.
 - Until the new Board of Management is created, the WVIHS is the contracted operator of the facilities. The City remains the owner of the assets.
 - Is the Advisory Committee an operating committee?
- Rob Duncan recommended weekly meetings of the Advisory Committee in the short term to address the issues and keep all parties informed.
- Jack McLeman reinforced the need to proceed with development in the face of potential delays in Board of Management formation.

5. Other Business:

- Neil Malbon & Bill Collette are redesigning the McLean Mill website.
- Neil Malbon is working with the Ministry of Highways and City Planner Scott Smith on signage – discussion with Jack McLeman about whether or not the large sawblades were permitted as signs – the yellow sawblade symbol part of any proposed signage.
- Framing of the lumber deck is complete.
- Winter maintenance for the #7 locomotive is proceeding well.
- Kate Walton has been hired to assist with social media marketing.
- Discussion of the \$10,000 request to City Council at its Feb. 9 meeting – ambiguity about how it was initiated, & how long it would last for pre-season preparation.

6. Next Meeting:

- **Site Visit & Establishing Priorities – Friday, February 12 – 10:00 AM at McLean Mill NHS.**

7. Adjournment:

- Jack McLeman moved to adjourn the meeting at 7:05 pm.

Rob Duncan, Chair
McLean Mill Advisory Committee

Davina Hartwell, City Clerk
City of Port Alberni

8343 Dickson Dr.
Port Alberni, BC
V9Y 9B5
February 11, 2016

Mayor and Council
City of Port Alberni
4850 Argyle St.
Port Alberni, BC
V9Y 1V8

Dear Mayor and Council,

I am writing to tell you how appalled I am at the possibility of the Museum being changed into a non-profit organization. I was privileged to serve on the Museum and Heritage Commission for two terms as the representative for the Community Arts Council. As a member of the Commission, I was able to closely observe the dedication and the contribution made by many, many volunteers. But I was also able to learn first hand how vital the staff were. Without the professionalism, resources and knowledge of all the staff, very little would have been accomplished.

As citizens of the Alberni Valley we can be justifiably proud of the reputation and excellence of our Museum. But the Museum needs to be able to depend on stable funding and staffing to be able to continue the vital work they do in preserving, documenting and presenting our Valley's history, heritage and culture. This would not be possible as a non-profit organization.

I understand the financial constraints of the City but I believe the Museum must remain a part of the City's core services. Other funding solutions, such as increasing the contribution and involvement of the Regional District and First Nations, must be sought.

Thank you.

Sincerely,

Diane Mayba

TF ✓ cc: Director of Community Service
Museum Manager
RECEIVED
FEB 12 2016
CITY OF PORT ALBERNI



Feb 12, 2016

Mike Ruttan Mayor and Council
City of Port Alberni
4850 Argyle St
Port Alberni, B.C.

Dear Mr. Mayor and Council:

On behalf of my sorority chapter Laureate Beta Iota, we would like to express our concern over the recent information broadcast regarding the suggestion, that our local museum be operated by a volunteer organization.

We are presently one of the financial donors to the museum in support of the educational program for local students. We believe that our local history and the many artifacts housed there need to be preserved for our children's heritage and knowledge of the past. Although we are not aware of the details of this possible change, we believe that it is in the residents' best interest to not pursue this type of change.

Many of our members presently volunteer with several organizations throughout this area and we are aware of the enormous task involved in not only setting up, but also maintaining such a venture. We believe it is in the voters best interest to look at alternative measures of maintaining control of the museum without going down the volunteer path.

Sincerely,

Roberta Jensen
C. Secretary

Air Quality Council Meeting: January 28th, 2016

Notes from the meeting held on Thursday, January 28th, 2016 at 2:00 pm in the
ACRD Downstairs Room, 3008 Fifth Avenue, Port Alberni, BC

Present:	Chris Alemany (City of Port Alberni) Dave Jarrett Larry Cross (Catalyst Paper) Earle Plain (MOE) Gary Swann Sarah Thomas (Chair)
Regrets:	Judy Carlson Ashley Popovich (Catalyst Paper) John McNabb (ACRD) Patty Edwards (MLA's Office) Tim Pley (Fire Department) Andrew McGifford (ACRD Environmental Services)

1. AQC Composition

New Members	City of Port Alberni Council Representative - Chris Alemany has been newly appointed to this role. We welcome Chris to the AQC. John McNabb has been renewed for another year as the ACRD's representative on the AQC :) Ministry of Health Jade Yehia – Regional Built Environment Consultant. Will join the AQC as a representative from health. It will be a significant benefit to have a health representative at this table.
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2. 2015 Year in Review

Fall Report	Fall report of activities was distributed and discussed.
2015 Feedback and Evaluation	A short evaluation form was distributed. AQC members are asked to please take a few minutes to write down their thoughts and ideas with regards to what's working and what might be done differently at the AQC so that we can learn for next year.

3. 2016 Planning

Project Priorities	Building off of the work of 2015, priorities going forward include expanding woodstove education, finalizing bylaw unification for a backyard burn ban for the region, updating the AQC web-
2016-2017 Chair Scope	

Funding 2016	directory, and formalizing the AQC organizational structure. Anticipated from MOE – \$5000 ACRD - \$8000 applied for from Grant-in-Aid. Woodstove exchange administration funds for undertaking public education and outreach components of the program - \$1,350. We are also looking for funds for a woodstove exchange research project to get a better sense of woodstove usage in the valley.
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4. Fall Air Advisory (Earle)

November air advisories	Two air advisories were issued in November. One was likely tipped off by all of the slash burning, the other by land clearing at a property in Cherry Creek.
Slash Burning	The slash burning was all legal and yet the problem was anticipated. Open burning and smoke control regulation will hopefully be updated soon which could help with this. Discussion of City Council motion for AVICC regarding this issue.
Cherry Creek	The air advisory of late November was linked to a property in Cherry Creek. The property owner was approached regarding burning regulation.
Advisory Protocol	Progress has been made regarding air advisory protocol. When air advisories are issued they will now be posted on Echo Centre and AV Multiplex digital sign boards which will help get the information out to residents.
Air Quality Infographic	We have been working with the city to develop an air quality infographic to share with the community and increase awareness of residential sources of air emissions. Draft is available for input. Please take a look and send your thoughts by February 5 th .

5. Backyard Burning and Woodstove Education

Woodstove Education	2016 Woodstove Exchange Program to kick off February 1st, 2016. It was discussed that an event in May might be good to tie in with the one year remaining on the city woodstove sunset clause (May 2017) and get people stacking wood in advance for next winter.
Backyard Burning	Backyard burning ban effective April 2016. City will be working on bylaw revision to include this. AQC to support them in this and

	see where alternatives get developed that can be promoted at the same time. Aiming for May to discuss possible backyard burn guidelines with the ACRD. Then tie it all together into a fall event in October with public education about alternatives, etc.
--	---

Next Meeting – March 3rd, 2016, 2pm, ACRD Board Room.

We also discussed planning meetings for the next few months. Tentative dates are Thursday April 21 and Thursday June 16th. Please let me know your availability for these dates.

Adjourn – Meeting adjourned at 3:30 pm.



RECEIVED

FEB 03 2016

CITY OF PORT ALBERNI

Our File: 4020-20

February 1, 2016

His Worship Mayor Mike Ruttan
City of Port Alberni
4850 Argyle Street
Port Alberni BC V9Y 1V8

Dear Mayor Ruttan:

It is with great pleasure that the BC Games Society, on behalf of the Province of BC and the Ministry of Community, Sport and Cultural Development, invite your community to bid to host one of the following premier events in BC sport.

Bids are now being accepted for the:

2020 BC Winter Games
2022 BC Winter Games

2020 BC Summer Games
2022 BC Summer Games

This comprehensive, easy to complete Bid Package will provide your community with details on all aspects related to a successful bid. Cities and regions which have hosted the BC Winter or BC Summer Games in the past will agree these events are about community and opportunity.

Submissions, based upon the requirements in the attached Bid Package, will be accepted by the BC Games Society until September 10, 2016.

All submissions will be reviewed by the BC Games Society Bid Evaluation Committee, which will forward their recommendations to the society's Board of Directors. It is anticipated winning communities will be announced by the Minister responsible for Sport in late fall 2016.

While there will be two bid meetings held for interested cities in April and July, any questions prior to those meetings can be directed to Mr. Kelly Mann at 250.387.1375.

Thank you for considering the BC Winter and BC Summer Games as an opportunity for your community and region. We wish you the very best for a successful bid.

Sincerely,

Byron McCorkell
Chair, BC Games Society

Kelly Mann
President and CEO

Encl.

ENTERED

J. b



**WILDERNESS
COMMITTEE**

NATIONAL OFFICE
46 E. 6th Avenue,
Vancouver, BC V5T 1J4

Toll Free: 1-800-661-9453
In Vancouver: (604) 683-8220
WildernessCommittee.org

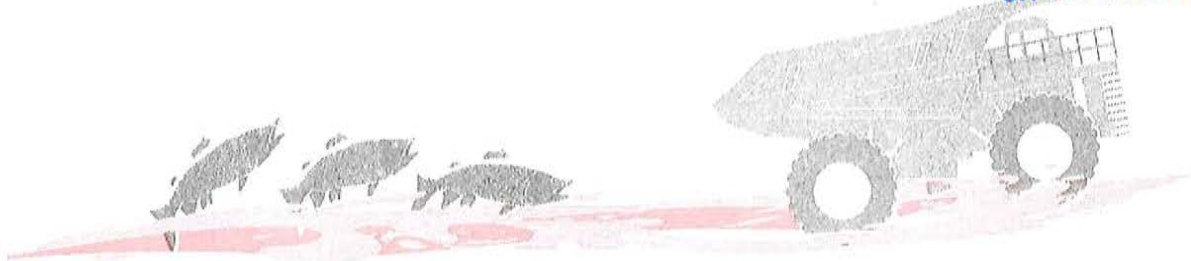
VANCOUVER • VICTORIA • WINNIPEG • TORONTO

CLEANING UP BC'S DIRTY MINING INDUSTRY

RECEIVED

FEB 12 2016

CITY OF PORT ALBERNI



February 12, 2016

Dear Mayor and Council,

Enclosed is the Wilderness Committee's latest educational report, entitled **Cleaning Up BC's Dirty Mining Industry**.

In this publication, you'll learn why we're calling for British Columbia to ban the outdated and dangerous practice of holding a watery slurry of toxic mine waste behind towering earthen dams. Dams like this run the risk of failing – like the one at the Mount Polley Mine did in 2014.

We are asking for environmentally safer mine practices and stronger enforcement, and for BC mining companies to contribute to a mining clean-up fund. We want sensitive areas made off-limits to protect existing businesses and residential areas from mining's harmful effects.

This is all common sense as far as we are concerned. Our provincial government must ensure that the mining industry is not creating a mess – and when it does pollute, the BC government must ensure that the mining industry uses its own dollars to repair the damage.

Cleaning up BC's dirty mining industry is urgent, especially because of its impacts on the wild salmon that are critically important to health and culture in our province. People who fish for and eat wild salmon must be protected from the ill effects of mine pollution in salmon-bearing waters.

I encourage you to take the time to read this report, and see why we're calling on BC's premier to ban mine tailings ponds and clean up the province's mining industry.

If you are interested in discussing this campaign further, please give me a call at 1-800-661-9453 (604-683-8220 in Metro Vancouver). You may also reach me by email at joe@wildernesscommittee.org

Together we can ensure that our communities and waterways stay clean and healthy!

For the wild,

Joe Foy

National Campaign Director

FOOD SECURITY AND CLIMATE CHANGE COMMITTEE

THURSDAY, December 3, 2015 – 4:30 p.m. in the City Council Meeting Room

Present: Gary Swann
Chris Alemany
Sam Brownlee
Sandra Gentleman
Rosalind Chapman
John Mayba
Guy Langlois

Regrets: Bob Haynes

1. **Approval of Minutes of the November 5, 2015 meeting.**
Gary Swann moved to approve, Rosalind Chapman Seconded
2. **Approval of Agenda**
John Mayba moved to approve, Chris Alemany Seconded
3. **Discussion regarding Blue Dot Program**
John Mayba will contact Ron Jorgenson to request a presentation on the Blue Dot Program to Food Security and Climate Change Committee.
4. **Food Security and Climate Change Committee annual report**
The City of Port Alberni Food Security and Climate Change Committee recommends that the Council for the City of Port Alberni endorse the following recommendations for inclusion in the 2015-2020 Financial Planning Process.

Motion:

That the City of Port Alberni develops a water front plan in order to mitigate the effects of global sea level rise.

Guy Langlois moved to approve, Chris Alemany seconded, passed

Motion:

That the City of Port Alberni develops a Community Gardens policy.

Gary Swann moved to approve, Sandra Gentleman seconded, passed

Motion:

That the City of Port Alberni develops a Compost Education Centre to promote biodynamic composting methods.

Gary Swann moved to approve, Chris Alemany seconded, passed

Motion:

That the City of Port Alberni recommends longer rotations for harvest of trees in the community forest.

Gary Swann moved to approve, Chris Alemany seconded, passed

ENTERED

Motion:

That the City of Port Alberni develops a plan to improve access to the water front with consideration to sea level rise and to ensure access by future generations.

Chris Alemany moved to approve, Gary Swann seconded, passed

Motion:

That the City of Port Alberni develops a webpage that citizens can register the amount of food produced on their property.

John Mayba moved to approve, Guy Langlois seconded, passed

5. Sam Brownlee will arrange a conference call on the topic of green walls for the next FSCCC meeting.
6. **Next meeting Thursday, January 7, 2015.**
7. **Motion to adjourn the meeting at 6:30 PM**
John Mayba moved to adjourn, Chris Alemany seconded

Sam Brownlee, Chair

Davina Hartwell, City Clerk

FOOD SECURITY AND CLIMATE CHANGE COMMITTEE

TUESDAY, January 5, 2016 – 4:30 p.m. in the City Council Meeting Room

Present: Gary Swann
Chris Alemany
Rosalind Chapman
John Mayba
Guy Langlois

Regrets: Bob Haynes, Sandra Gentleman, Sam Brownlee

1. **Approval of Minutes of the December 3, 2015 meeting.**
Chris Alemany moved to approve, Gary Swann Seconded
2. **Approval of Agenda**
Gary Swann moved to approve, Rosalind Chapman
Seconded
3. **Presentation by Sarah Thomas from the Air Quality Council**
Ms. Thomas discussed what the Council has been working on:
 - Diversion of wood waste to garden compost
 - Promoting home efficiency
 - Active transportation plan to reduce vehicle traffic and promote bicycles
 - Forest management program
 - Wood stove exchange program
 - Year round backyard burning ban
 - Air quality monitoring

John Mayba asked if there was an anti-idling bylaw. There was some discussion if this was included in the noise bylaw. The committee thought that there should be more signs to promote anti-idling.
4. **Blue Dot Declaration**
Presentation by Ron Jorgenson.
The Blue Dot Declaration will be presented in the FSCCC report to City Council
5. **Food Security and Climate Change Committee annual report**
Discussion regarding the report.
6. **Next meeting Thursday, February 4, 2016.**
7. **Motion to adjourn the meeting at 6:30 PM**
John Mayba moved to adjourn, Chris Alemany seconded

Sam Brownlee, Chair

Davina Hartwell, City Clerk

YOUTH ADVISORY COMMITTEE

Minutes, Tuesday, October 20, 2015 – 7:00 PM

City Hall, Committee Room

Attendees: Sharie Minions, Chair, Nick Seredick (VAST), Amy White, Ron Paulson (Councilor)

Regrets: Shawn Shahi (ADSS), Zack Jones (YPAV), Freya Knapp (student ADSS)

1. Approval of Agenda
2. Approval of Minutes – September 8, 2015
3. Round Table Discussion
 - a. Update on Community Link Calendar – Colin Minions is looking at developing the site.
4. Youth Project Discussion:
 - a. Reviewed notes taken from previous meeting and minutes from previous meeting.
 - b. Discussed need for “concept” drawings.
 - i. Could this be a class project at ADSS (contact Nathan Stoddard?)
 - ii. It is felt that it is critical to have the “concept” in order to sell it to the community.
 - iii. Discussed governance and who will eventually take on the business of the daily operations
 - iv. Who will own it?
 - v. Could the project provide work experience through the schools (ADSS, VAST, NIC)
 - vi. Further discussion about funding and the Alberni Valley Community Foundation was suggested.
 - vii. Discussion about the potential for funding sources from private businesses and corporations.
5. Youth Advisory Committee Members (future members)
 - a. As there will always be some movement of Committee Members through graduation, moving away from the community etc., a discussion took place on a strategy to replace members and invite a broader base of community members to participate.
 - b. It was suggested that the Committee Meetings vary the location of the meetings from time to time as deemed necessary. Sharie Minions will look into the possibility of holding the next meeting at ADSS with the Civic Affairs Class or the Leadership Class.
 - c. Nick Seredick volunteered to hold a future meeting at VAST but suggested that we wait until after the relocation of VAST to 8th Avenue School in the New Year.
6. Adjournment – 8:30PM

Chair

City Clerk

Alberni District Secondary School
4000 Roger Street
Port Alberni, BC V0R 1B0

February 9, 2016

To the Members of the Port Alberni City Council

I am writing to express a sincere thank you for the generous donation of the bus passes for the ADSS Life Skill students for the week of January 25 – January 29. It was an immensely valuable and fun experience for every one of them. Your support allowed our students and future bus riders to practice and gain the social skills and experience needed to use the Port Alberni public transit system.

We had such a great time getting out of the school and exploring our city. We had the opportunity to ride all the routes. I also want to note that the bus drivers that we encountered on our travels were outstanding. They were always so kind, friendly and polite.

It is said, "It takes a community to raise a child". Your actions and kindness makes this statement especially true. Thank you again.

Yours truly,



Caroline Ellis (Special Education Teacher)

January 19, 2016

Dear Port Alberni City Council

Thank you for the bus
passes. We are going to have
a lot of fun using them.
We are going to
Walmart.

Thank you again.

From: Yvonne

Jacob

January 19, 2016

Dear Port Alberni City Council

Thank you for the bus passes.

We are going to have a lot of fun using them. We are going to Harbour Quay.

Thank you again.

From Jacob.

January 19

Dear Port Alberni City Council

Thank you for the bus passes.

We are going to have a lot of fun using them. We are going to Walmart. Thank you again.

Myles T Be

January 19, 2016

Dear Port Alberni City Council

Thank you for the bus passes. We are going to have a lot of fun using them. We are going to

dy # @

Thank you again.

Sincerely,

Thomas Tatoosh

Thomas Tatoosh
Grade 12
ADSS

January 19, 2016

Dear Port Alberni City Council

Thank you for the bus Passes.

We are going to have a lot of fun
using them. We are going to Walmart.

Thank you again.

From: Kaylyn

January 19, 2016.

Dear Port Alberni

Thank you for the
bus passes.

We are going to have a
lot of fun using them.

We are going to

Harbour Rvays

Thank you again

Kathy Klusek

TRUCK LOGGERS ASSOCIATION
ANNUAL CONFERENCE AND TRADE SHOW

JANUARY 14 – 15, 2016

Councilor, Ron Paulson

Enclosed is a brief summary of the sessions that I attended at the conference in Vancouver, B.C. These are only my observations of the conference and the topical sessions that I attended.

#1 – MAINTAINING B.C.'S GLOBAL COMPETITIVENESS – Presented by Russ Taylor, International Wood Marketing Group and Rick Jeffries, Coast Forest Products Association

- Currently the Global Market is flat
- The USA is the only market that is showing any growth
- The lower currency only has short term benefit
- The Chinese Market is declining (normally 15% as opposed to 5 – 6% today)
- The Japanese Market is declining but still a majority of their imports are from the Canadian West Coast
- One factor that adversely affects our Export Business is that BC Coast Sawmill costs are some of the highest in the World.
- There is an immediate need to be more diverse and to develop more markets
- Concrete to wood construction (in larger buildings) is slowly happening.
- There is growth in the wood furniture market.
- Skilled labor access will become a major problem in the near future.

#2 – CLIMBING THE HURDDLES TO COMPETITIVENESS – Presented by David Elstone, Executive Director – Truck Loggers Association (TLA), Bob Matters, United Steel Workers and George Abbott, Circle Square Solutions

- Canada's timber export value is \$10.72 Billion.
- The Forest GDP is greater than mining, the Olympics and Movie Industry combined.
- Contractors must unite in a spirit of cooperation to ensure a robust future.
- 58% of the forest in B.C. is controlled by four major tenure holders.
- Heavy Equipment pricing is generally in U.S. dollars and presents a significant cost moving forward.
- The Provincial Government committed \$350,000.00 in training for new employees last year and will invest an additional \$350,000.00 starting March 1, 2016.
- The forestry industry will have to continue to work toward new efficiencies to improve competitiveness.
- Safety continues to be a prime focus.
- More than ever the workforce needs to be smaller, nimbler and most importantly – safer.

- There is a skills gap in the labor force that could be an opportunity for First Nations. Employers must be aware and honor First Nations cultural commitments (absence due to fishing, hunting and cultural gatherings)
- Strategy is focused around the fact that forests are a renewable resource.
- B.C. has some of the World's most parks and protected areas.
- Due to various reasons (market, cost of governance etc.) six more forestry contractors have ceased to operate in B.C. in 2015... This translates into job losses, lost tax revenue etc.
- CAN FIRST NATIONS BE A PART OF THE SOLUTION?
- How will B.C. react to the Tsilhqot'in decision?
- The focus will be on short term economic benefits
- There will be a new generation of First Nations opportunity and capability outside the treaty process:
 - o Revenue sharing
 - o Contracting and joint ventures
 - o Increased employment opportunities
 - o More skills training

#3 – ADDRESSING CONTRACTOR SUSTAINABILITY – Presented by Peter Lister, FPInnovations and Aaron Sinclair, PNL Consulting Inc.

- More and more we must accept that we are subject to a Global Economy.
- Commodity product markets mean very tough competition and low margins.
- Companies are forced to focus on reducing costs to be competitive.
- STAU QUO IS NOT AN OPTION.
- Coastal challenges:
 - o Move to second growth
 - o Steep slope harvesting (expensive specialty mechanization).
 - o Traditional markets are changing – i.e. Japan, China
- Unmanned Aerial Vehicles are now being employed and playing a new cost effective role:
 - o Road layout and construction
 - o Residue pile assessment
 - o Regeneration surveys
- New wood building projects
 - o Will allow structures up to 16 stories
 - o A new building at UBC is being used as a test project for multistory structures.
- Business models for contracting companies has to become more sophisticated (not just based on day to bank balance but on cash flow and projections etc.)
- "Timber Tracks" was created in 2014 as a data collection tool – www.timbertracks.ca