

A G E N D A

REGULAR MEETING OF COUNCIL

**MONDAY, JULY 22, 2019 AT 2:00 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. CALL TO ORDER AND 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. Recognition of unceded Traditional Territories.
2. Late items identified by Councillors.
3. 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 9

1. Special Meeting held at 12:30 pm and Regular Council Meeting held at 2:00 pm on July 8, 2019 and Special Meeting held at 2:00 pm on July 15, 2019.

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

E. UNFINISHED BUSINESS

Includes items carried forward from previous Council meetings.

**1. Committee of the Whole
Revitalizing Uptown: The Future of the Port Alberni Train Station - Page 18**

Review of July 15, 2019 Committee of the Whole – minutes; copy of presentation provided by Will King, Waymark Architecture providing input regarding what it might take to update the train station and make it suitable for potential new occupancies.

Correspondence attached:

Lyman Jardin: email dated July 15, 2019
Bill Collette: email dated July 16, 2019
Ian Thomas: email dated July 17, 2019
Gerry & Leslie Walerius: letter dated July 18, 2019

Council direction required.

2. Chief Administrative Officer – Log Pond Dam Project - Page 76

Report dated July 17, 2019 from the CAO providing additional information on the log pond dam remediation project.

That the report from the CAO dated July 17, 2019, be received, and that the full scope of the McLean Mill dam remediation project proceed in 2019 as identified in the City's Five Year Financial Plan.

3. City Clerk – Remedial Action Requirement – Demolition of 5109 Athol Street - Page 87

Report dated July 16, 2019 from the City Clerk regarding award of tender for demolition of 5109 Athol Street (former Arrowview Hotel).

That the report from the City Clerk dated July 16, 2019, be received;

That Council for the City of Port Alberni award contract ITT No. BYL 19-01 Demolition of 5109 Athol Street to Bowerman Excavating Ltd. for \$435,225.00 plus GST, for a total of \$456,986.25, with funds provided from the Land Sale Reserve Fund.

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 July 22, 2019, be received and the cheques numbered _____ to _____ inclusive, in payment of accounts totalling \$_____, be approved.

2. Director of Parks, Recreation and Heritage - McLean Mill Contingency Fund - Page 90

Report dated July 16, 2019 from the Director of Parks, Recreation and Heritage requesting Council consider a contingency expenditure to cover actual costs incurred at McLean Mill from January 2019 to current as well as anticipated costs for the remainder of 2019.

That the report from the Director of Parks, Recreation and Heritage dated July 16, 2019, be received and Council approve a budget contingency amount of \$45,405 for McLean Mill costs to be paid from the contingency fund.

3. McLean Mill Management – 2020 and Beyond - Page 94

Report dated July 3, 2019 from the Director of Parks, Recreation and Heritage requesting Council consider issuing a Request for Proposals for event management operation of the Visitor Centre and Gift Shop at McLean Mill.

Letter from McLean Mill Society dated July 16, 2019 advising the Board is working on a detailed management/business plan to present to Council in early September 2019 and requesting the City provide the society the opportunity to continue operating the McLean Mill Site for the next five years while operations are implemented.

That the letter from the McLean Mill Society dated July 16, 2019 be received.

That the report from the Director of Parks, Recreation and Heritage dated July 3, 2019, be received and Council direct staff to issue an RFP for event management, operation of the Visitor Centre, Gift Shop and Food Services at McLean Mill.

Further direction from Council requested.

4. City Clerk - Cainan Cannabis Corp. - Page 101

Report dated July 12, 2019 from the City Clerk requesting Council's consideration of a Retail Cannabis Store application.

That the report from the City Clerk dated July 12, 2019, be received.

That Council for the City of Port Alberni supports the approval and authorization of Cainan Cannabis Corp., located at 3030A 3rd Avenue, and endorses the comments as provided in the report from the City Clerk dated July 12, 2019.

5. City Clerk – Bogart Cannabis Investments Ltd. - Page 108

Report dated July 12, 2019 from the City Clerk requesting Council's consideration of a Retail Cannabis Store application.

That the report from the City Clerk dated July 12, 2019, be received.

That Council for the City of Port Alberni supports the approval and authorization of the Bogart Cannabis Investments Ltd., located at 3755 10th Avenue, and endorses the comments as provided in the report from the City Clerk dated July 12, 2019.

6. Manager of Planning – Temporary Use Permit – 5119 Athol Street - Page 115

Report dated July 16, 2019 from the Manager of Planning for Council to consider the issuance of a Temporary Use Permit at 5119 Athol Street (Lot 3, Block 84, District Lot 1, Alberni District, Plan 197D).
Applicant: Aaron Brevick

That the report dated July 16, 2019 from the Manager of Planning regarding proposed Temporary Use Permit, be received.

Late correspondence regarding the matter.

Input from the Public.

That the Council for the City of Port Alberni approve Temporary Use Permit 19-01 and the Mayor and City Clerk be authorized to sign the permit.

7. Manager of Communications – Reconciliation Committee’s Final Report - Page 126

Report dated July 16, 2019 from the Manager of Communications providing the final report from the Reconciliation Committee.

That the report from the Manager of Communications dated July 16, 2019, be received.

That Council for the City of Port Alberni receive the report dated July 2019 from the Reconciliation Committee and direct City staff to provide a report(s) on implementation of the recommendations in conjunction with the City’s upcoming Strategic Plan.

8. City Clerk - Liquor License Application – Cypress Rim Rock Gaming Centre (4890 Cherry Creek Road) - Page 156

Report dated July 12, 2019 from the City Clerk providing information regarding a request to the Liquor and Cannabis Regulation Branch for a permanent change to the food primary liquor licence held by Cypress Rim Rock Gaming Centre.

That the report from the City Clerk dated July 12, 2019 be received, and Council for the City of Port Alberni not provide comment on the application from Cypress Rim Rock Gaming Centre to the Liquor & Cannabis Regulation Branch regarding the application for a permanent change to their Food Primary Licence for Patron Participation Entertainment Endorsement.

9. City Clerk – Harbour Quay Lease Unit #14 - Page 159

That Council for the City of Port Alberni authorize the Mayor and Clerk to enter into a lease for Unit #14 at the Alberni Harbour Quay with the Tseshah First Nation for a two year term commencing August 1, 2019 at the current monthly rent of \$299.22 per month plus GST.

10. City Clerk - Federal Lease 169 - Effluent Pipeline and Diffusers - Page 164

That Council for the City of Port Alberni authorize the Mayor and Clerk to enter into a lease with the Port Alberni Port Authority for a new effluent pipeline and diffusers in the Somass River for a forty year term commencing January 1, 2019.

Note: annual rent of \$16,519.74 plus applicable taxes in the first year and basic rent set by the Landlord acting under Minister of Transport guidelines in subsequent years with a five year review of all rates being undertaken in 2020.

11. CAO - Rural Dividend Fund

Council's input required in regards to advancing Rural Dividend Fund Program applications.

12. Managers' Reports

Providing information about current departmental operations.

Director of Parks, Recreation and Heritage - Page 196

That the monthly report from the Director of Parks, Recreation and Heritage providing information about current departmental operations, be received.

RCMP Department - Page 198

That the quarterly report from the RCMP providing information about current department 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.

1. **“Zoning Bylaw Map Amendment No. 34 (5189 Compton Road – Potter), Bylaw No. 4989” - Page 202**

That “Zoning Bylaw Map Amendment No. 34 (5189 Compton Road – Potter), Bylaw No. 4989”, be read a third time.

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. **Alberni District Fall Fair Association - Page 204**

Letter dated July 4, 2019 requesting permission to close City streets from the corner of Burde Street along 10th Avenue to Hollywood Street from 11:00 am to the conclusion of the parade on Saturday, September 7th, 2019.

That the letter dated July 4, 2019 requesting to close City streets from the corner of Burde Street along 10th Avenue to Hollywood Street from 11:00 am to the conclusion of the parade on Saturday, September 7th, 2018, be received and Council concur with the request subject to the City’s stated road closure conditions.

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. **Rebecca Terepocki – Demolition of Arrowview Hotel - Page 205**

Email dated July 12, 2019 regarding demolition of the Arrowview Hotel.

2. E-Comm 911 Annual Report - Page 206

Letter dated July 12, 2019 from E-Comm 911 providing the 2018 Annual Report.
(Note: Annual Report in Reading File)

3. Port Alberni Shelter Society - Page 207

Letter dated June 10, 2019 from the Port Alberni Shelter Society advising of their decision not to apply for a permissive tax exemption.

That Informational Correspondence items numbered 1 through 3 be received and filed.

K. REPORT FROM IN-CAMERA

Report from June 24, 2019 in-camera meeting

L. COUNCIL REPORTS

1. Council and Regional District Reports - Page 208

That the Council reports outlining recent meetings and events related to the City's business, 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, JULY 8, 2019 AT 12:30 PM
IN THE CITY HALL COMMITTEE ROOM**

PRESENT: Mayor Minions, Councillors Corbeil, Haggard, Poon, Solda (via Teleconference) and Washington

STAFF: Tim Pley, CAO
Davina Hartwell, City Clerk

It was moved and seconded:

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)(e) | the acquisition, disposition or expropriation of land or improvements and where the council considers that disclosure could reasonably be expected to harm the interests of the municipality |
| Section 90(2)(b) | the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party |
| Section 90(1)(l) | discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 <i>[annual municipal report]</i> |

CARRIED

The meeting was adjourned at 1:56 p.m. until immediately following the Regular Meeting at 2:00 p.m. Reconvened at 3:31 p.m. (without Councillor Solda in attendance) and terminated at 6:30 p.m.

CERTIFIED CORRECT

Mayor Sharie Minions



Davina Hartwell, City Clerk

**MINUTES OF THE REGULAR MEETING OF COUNCIL
HELD MONDAY, JULY 8, 2019 AT 2:00 PM
IN THE CITY HALL COUNCIL CHAMBERS**

PRESENT: Mayor Minions, Councillors Corbeil, Haggard, Poon, Paulson, Solda (via Teleconference) and Washington

A. CALL TO ORDER AND APPROVAL OF AGENDA

It was moved and seconded:

That the agenda be approved as circulated.

CARRIED

B. ADOPTION OF MINUTES

It was moved and seconded:

That the minutes of the Regular Council Meeting held at 2:00 pm on June 24, 2019, be adopted as amended to reflect attendance at start of the meeting.

CARRIED

C. PUBLIC INPUT PERIOD NIL

D. DELEGATIONS

1. Introduction of Manager of Recreation Services

Willa Thorpe, Director of Parks, Recreation and Heritage introduced Jeff Toews, new Manager of Recreation Services who commenced his role with the City last week.

E. UNFINISHED BUSINESS NIL

F. STAFF REPORTS

1. Accounts

It was move and seconded:

That the certification of the Director of Finance dated July 8, 2019, be received and the cheques numbered 144062 to 144140 inclusive, in payment of accounts totalling \$18,926,529.37, be approved.

CARRIED

2. Chief Administrative Officer - Log Pond Dam Project Revisited

It was moved and seconded:

That the report dated June 26, 2019 from the CAO recommending that the log pond dam remediation project now resume, be received.

CARRIED

Additional information as requested by Council to help inform their decision will be provided at the next meeting.

3. Director of Engineering and Public Works - Remedial Action Requirement - Demolition of 5109 Athol Street

It was moved and seconded:

That the Director of Engineering and Public Works' report dated July 2, 2019 be received.

CARRIED

It was moved and seconded:

That Council for the City of Port Alberni award contract ITT No. BYL 19-01 Demolition of 5109 Athol Street to Bowerman Excavating Ltd. for \$435,225.00 plus GST, for a total of \$456,986.25, with funds provided from the Land Sale Reserve Fund.

DEFEATED

It was moved and seconded:

That Council for the City of Port Alberni reconsider the motion to award contract ITT No. BYL 19-01 for demolition of 5109 Athol Street at the next regular meeting on July 22, 2019 pending potential interest in purchase of the property.

CARRIED

4. Economic Development Manager - Request for Resolution in Support of Regional Food Hub

It was moved and seconded:

That the report dated July 8, 2019 from the Economic Development Manager, be received.

CARRIED

It was moved and seconded:

That Council for the City of Port Alberni authorize the response to the Regional Food Innovation and Processing Hubs RFQ and support the project category of a Full-Scale Food Processing and Innovation Centre.

CARRIED

5. Manager of Planning - Development Variance Permit

It was moved and seconded:

That the report dated July 3, 2019 from the Manager of Planning regarding proposed Development Variance Permit No.93, be received and Council proceed with consideration of the Development Variance Permit at 3510 12th Avenue.

CARRIED

The Mayor provided introductory remarks.

The Manager of Planning provided background information regarding the application by summarizing her report dated July 3, 2019.

There was no correspondence.

There was no late correspondence.

There was no presentation by the applicant.

There was no input from the public.

There were no questions from Council.

It was moved and seconded:

That Development Variance Permit No.93 to vary the Zoning Bylaw regulations to allow for the construction of a new porch at 3510 12th Avenue be authorized by City Council on July 8, 2019.

CARRIED

6. Manager of Planning - Observations from Granville Island and Lonsdale Quay

It was moved and seconded:

That the report from the Manager of Planning dated July 3, 2019 be received.

CARRIED

7. Acting City Clerk - June 24, 2019 Public Hearing

It was moved and seconded:

That the report of the Public Hearing held June 24, 2019 regarding Bylaw No. 4989 be received.

CARRIED

G. BYLAWS

1. Manager of Planning - Advisory Planning Commission

It was moved and seconded:

That the summary report of the June 27, 2019 meeting of the Advisory Planning Commission, be received and all recommendations accepted.

CARRIED

"Zoning Bylaw Map Amendment No.35 (4202 and 4238 8th Avenue – de Beeld), Bylaw No. 4993"

It was moved and seconded:

That "Zoning Bylaw Map Amendment No.35 (4202 and 4238 8th Avenue – de Beeld), Bylaw No. 4993" be now introduced and read a first time.

CARRIED

It was moved and seconded:

That "Zoning Bylaw Map Amendment No.35 (4202 and 4238 8th Avenue – de Beeld), Bylaw No. 4993" be read a second time.

CARRIED

It was moved and seconded:

That "Zoning Bylaw Map Amendment No.35 (4202 and 4238 8th Avenue – de Beeld), Bylaw No. 4993" be advanced to a Public Hearing on August 12, 2019 at 6:30 pm in City Hall Council Chambers.

CARRIED

It was moved and seconded:

That "Zoning Text Amendment No. T22 (Site Specific Uses - RM3 High Density Multiple Family Residential), Bylaw No. 4994" be now introduced and read a first time.

CARRIED

It was moved and seconded:

That "Zoning Text Amendment No. T22 (Site Specific Uses - RM3 High Density Multiple Family Residential), Bylaw No. 4994" be read a second time.

CARRIED

It was moved and seconded:

That "Zoning Text Amendment No. T22 (Site Specific Uses - RM3 High Density Multiple Family Residential), Bylaw No. 4994" be advanced to a Public Hearing on August 12, 2019 at 6:30 pm in City Hall Council Chambers.

CARRIED

H. CORRESPONDENCE FOR ACTION

1. City of White Rock - Proposed Vacancy Tax

It was moved and seconded:

That the copy of a letter dated June 26, 2019 from the City of White Rock to the Union of British Columbia Municipalities (UBCM) canvassing support of their resolution requesting UBCM work with the Province in amending the Community Charter to allow municipalities the authority to impose an annual vacancy tax, be received and Council for the City of Port Alberni provide support as requested.

CARRIED

I. PROCLAMATIONS NIL

J. INFORMATIONAL CORRESPONDENCE

1. City of Richmond - Lobbyist Registration

Letters dated June 28, 2019 from the City of Richmond requesting Council support their resolutions at the UBCM Convention in September.

2. Guru Nanak Sikh Society

Letter dated June 28, 2019 inviting Council to attend the 2019 Punjabi Cultural Event taking place September 21, 2019 at Echo Centre.

It was moved and seconded:

That Informational Correspondence items numbered 1 through 2 be received and filed.

CARRIED

K. REPORT FROM IN-CAMERA NIL

L. COUNCIL REPORTS

1. Council and Regional District Reports

It was moved and seconded:

That the Council reports outlining recent meetings and events related to the City's business, be received.

CARRIED

M. NEW BUSINESS

N. QUESTION PERIOD

The public and press were afforded an opportunity to ask questions of the Mayor and Council.

P. ADJOURNMENT

It was moved and seconded:

That the meeting adjourn at 3:18 pm.

CARRIED

CERTIFIED CORRECT

Mayor

Dawn Hartman
Clerk

**MINUTES OF THE SPECIAL MEETING OF COUNCIL
FOR THE PURPOSE OF ESTABLISHING AN IN-CAMERA MEETING
MONDAY, JULY 15, 2019 AT 2:00 PM
IN THE CITY HALL COMMITTEE ROOM**

PRESENT: Mayor Minions, Councillors Corbeil, Haggard, Paulson, Poon, Solda and Washington

STAFF: Tim Pley, CAO
Davina Hartwell, City Clerk

It was moved and seconded:

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 and where the council considers that disclosure could reasonably be expected to harm the interests of the municipality |
| Section 90(1)(k) | negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public |
| Section 90(1)(l) | discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [annual municipal report] |

CARRIED

The meeting terminated at 3:58 p.m.

CERTIFIED CORRECT

Mayor Sharie Minions



Davina Hartwell, City Clerk

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF COUNCIL
HELD MONDAY, JULY 15, 2019, AT 4:00 PM
IN THE CITY HALL COUNCIL CHAMBERS**

PRESENT: Mayor Minions; Councillors Corbeil, Haggard, Paulson, Poon, Solda and Washington

A. CALL TO ORDER AND APPROVAL OF AGENDA

It was moved and seconded.

That the agenda be approved as circulated.

CARRIED

B. ADOPTION OF MINUTES

It was moved and seconded.

That the minutes of the Committee of the Whole Meeting held at 3:00 pm on May 21, 2019 be adopted.

CARRIED

D. DELEGATIONS

Revitalizing Uptown: The Future of the Port Alberni Train Station

The CAO introduced Will King, Architect, Waymark Architecture and provided an overview of his report dated July 9, 2019 regarding the City's retention of Waymark Architecture to provide insight into what it might take to update the train station and make it suitable for potential new occupancies.

Mr. King advised they considered the things that would have to happen to the building that need to be addressed regardless of development as well as what the possibilities might be for development potential, not just on the site itself but beyond.

Following some history and background regarding the buildings on the site and acknowledging the cultural and historical importance, Mr. King identified some of the more immediate problems, including:

Train Station:

- roof leaks
- marginal insulation; no air or vapour barrier

- current interior layouts not functional
- building heating and ventilation systems not very effective
- serious work required to make building safe for public

Truck Garage:

- built in a different way by different people for different purpose
- likely built to National Building Code from 1940s
- simple steel and concrete structure with uninsulated walls and roof
- seismic upgrades required

Water Tower:

- currently serves no function
- timber post and beam
- eye catching element that should be included in a future development – requires structural upgrades to be safe

Mr. King presented a review of other successful industrial waterfront developments throughout BC including:

- Granville Island
- Duncan Garage (rehabilitated industrial building incorporating several different commercial and social uses)
- Duncan Farmers Market (one of the largest in BC operating year round)
- Pike Place, Seattle (City developed process to refurbish an entire neighbourhood)
- East Village, Calgary
- Meat Packing District, NY
- Camden Market, London

Mr. King commented on the various components for success which in Port Alberni would include a celebration of its industry. He also noted the significance of the federal Port Authority. He suggested a multi-faceted approach must be considered noting there are a variety of ways that the property could be developed. Suggestions provided were not exhaustive and included:

- Residential building providing condo/rental units and live-work spaces
- Street level retail space/opportunities for education and office spaces
- Historic train station building well suited to become an anchor tenant such as pub or restaurant, or library/daycare/community space; potentially a small grocery store
- Truck Garage could house separate tenant such as covered area for farmers markets, arts and community space (best suited to outdoor oriented tenants)
- Water Tower focal point (play space/water park)
- Pedestrian only area from Kingsway to Harbour Road; boulevard planting, sidewalks and bike lanes integrated into public areas

He suggested the key questions for consideration as the City moves forward:

Does the City wish to maintain ownership (retain control)? Can the property be subdivided? Rezoned? Can the green space become a dedicated park?

E. PUBLIC INPUT/COMMENTS

Council each provided comment and thanked Mr. King for his approach to illustrating the potential of the site.

Peter Rueschmann, 6th Avenue, suggested development of any kind should involve the public.

Nancy Blair, representing Community Arts Council advised that the Arts Council is working on an idea for a community arts hub and that they are also keen to acquire additional gallery space. She urged Council to consider their interests in a public process.

Wayne Oliver, Morton Street, stated Port Alberni is the only sea port in North America without rail access – asked Council to keep that in mind and to consider the potential for rail development in future.

Hugh Grist, WVHHS, advised the building has been rebuilt and while it could use upgrades he would want to see it maintained as a train station.

Sam Brownlee, Burde Street, commented on First Nations and their vested interest in the property.

Chris Washington, business owner, expressed her excitement in the concept and that scale is dependent on the City.

Jim del Rio, 1st Avenue, stated there is lots of work ahead – the idea of Argyle being closed off should have been done a long time ago. He suggested that the Arts wouldn't pay enough to make it viable.

Aaron Colyn, Twin City Brewing owner said he has been keeping an eye on opportunities to expand in Port Alberni. He attends many beer festivals and is an ambassador for the community. He is interested in creating a Tap House/Pub style restaurant also integrating the steam train experience into the business.

Gordon Blake, Argyle Street, said the train station is a train station and while there is room for some small businesses, the City should bring the station up to the level it should be.

Carol Ann Phillips, 14th Ave, stated she loved the ideas presented and would hate to see the property sold to a developer.

Stephen Novik, Virginia Road, said he is a train enthusiast and commented regarding street cars.

Penny Cote, Carmoor block building owner said she has owned the building which houses 6 apartments and 5 businesses for 33+ years. She likes the idea of a pedestrian community but indicated parking is still required. She also felt the scope was too narrow and that more projection to include Alberni Harbour Quay was required.

Jean McIntosh, Desmond Road, stated the presentation was inspiring but that it was important to maintain in some way its function as a train station. The steam train is an important aspect.

Bill walker, Nanoose Campground and former volunteer conductor said it was important to bring people in and make ourselves known if we want a portion of the traffic. He said he never has to tell people about Goats on the Roof or Tofino.

Pam Craig, Smith Road, said she has a strong connection to heritage. She urged Council to retain the designation of the heritage building and to maintain control of the building as well as hopefully one day return the steam train.

Sheena Falconer, McLean Mill Society President, also urged Council to retain the heritage designation and control as MMS develops plans for the future. She stated the Mill is an attraction in our community and that hopefully trains will be part of the operation.

Bert Simpson, urged Council to put a new roof on the train station building asap.

Pamela Welgin, Pineo Road, advised she and her husband retired to the Alberni Valley recently and it has exceeded their expectations for the most part. She stated the historical aspects mean a great deal to them. She expressed excitement at the ideas around redeveloping and repurposing the area.

Sheri Stevens, Sarenga Road, expressed support for the train, the Industrial Heritage Society and the Mill.

Richard Spencer, Brown Road, advised he grew up on the railway and loves heritage. He sees lots of ideas and opportunities and would like to see use as a train station primarily.

Sheena Falconer enquired about process and next steps.

The City's Communications Manager advised that input from the public can be taken via email and through the City's social media sites.

It was moved and seconded.

That the presentation from Will King, Waymark Architecture be provided to the next regular meeting of Council for consideration.

CARRIED

F. ADJOURNMENT

It was moved and seconded:

That the meeting adjourn at 5:55 pm.

CARRIED

CERTIFIED CORRECT

Mayor



City Clerk

J:\Clerks\Council\COW\Minutes\2019\July 15_tf.doc



NEEDS AND OPPORTUNITIES ANALYSIS FOR PORT ALBERNI TRAIN STATION

REGULAR COUNCIL AGENDA - JULY 22, 2019

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The Existing Port Alberni Train Station



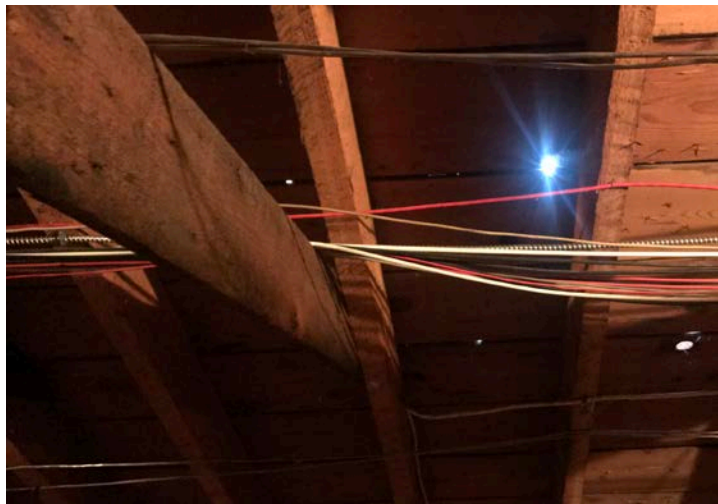


Rail Station

Building Analysis

REGULAR COUNCIL AGENDA - JULY 22, 2019





leaks in the roof create water





marginal insulation with no air or vapour barrier are often the cause of additional water problems due to condensation, and provide little thermal value







Current interior layouts are not very functional and the building's heating and ventilation systems are not very effective





Truck Garage

Building Analysis

REGULAR COUNCIL AGENDA - JULY 22, 2019

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The truck garage is a simple steel and concrete structure with uninsulated walls and roof





Water Tower

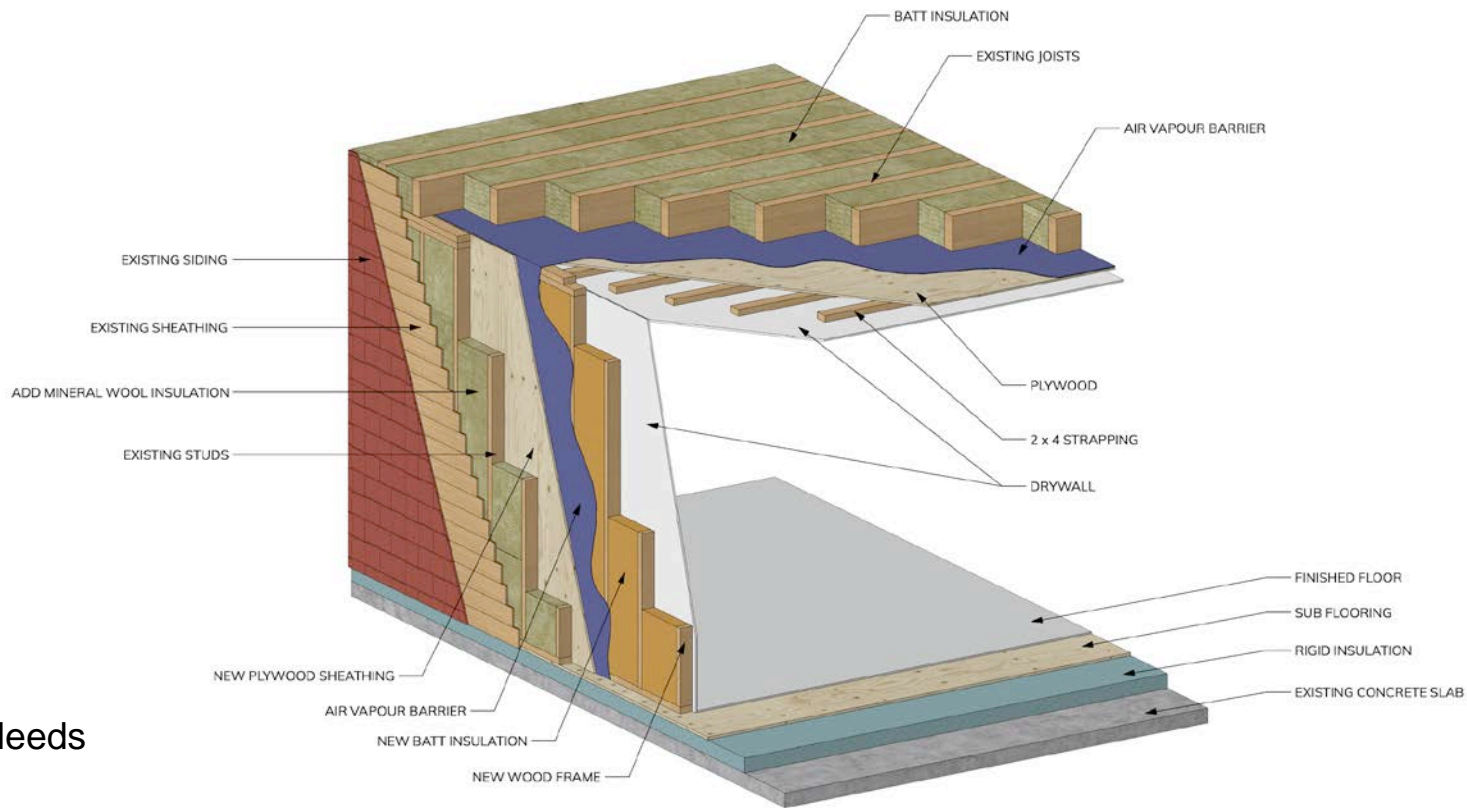
Building Analysis





The water tower is an eye-catching element but needs structural upgrades to be safe





Summary of Needs





Opportunities For The Port Alberni Train
Station





Granville Island, Vancouver, BC The Industrial Island



Granville Island is a multi-use commercial, residential and industrial area born from historic industrial uses





The area draws locals and tourist alike, for its large market areas. It is also hub for arts and crafts, galleries and working studios





The Island offers amenities for children and adults alike, and is well integrated with the local park systems and waterways



Key features and integrations to note:

residential integration with 13 housing co-ops, 40 residential buildings

25 market buildings with multiple interior retail spaces

85 farmers for a year round market

over 300 crafts people

public parks for children and adults

community centre

bars and restaurants

theatres and entertainment venues

pedestrian focused

integration with the water and natural landscapes

draws 10.5 million shoppers every year

REGULAR COUNCIL AGENDA - JULY 22, 2019





Duncan Garage, Duncan, BC

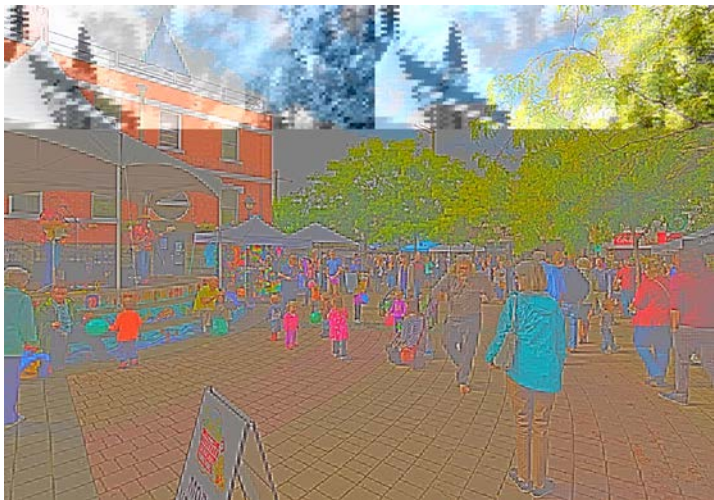


The Duncan Garage is a rehabilitated industrial building that incorporates several different commercial and social uses





Duncan Farmer's Market, Duncan, BC



The Duncan Farmer's Market is one of the largest in BC and operates all year round



Key features and integrations to note:

Historic industrial buildings are repurposed to support public gathering spaces

multiple, small scale vendors focused on arts and local food

year round market as a draw to locals and visitors

public amenities for children and adults
restaurants, coffee shops and entertainment venues

pedestrian focused





Key features and integrations to note:

Historic industrial buildings are repurposed to support public gathering spaces

The market areas are surrounded by housing, medical centres and support services for the local population

multiple, small scale vendors focused on arts and local food

year round market as a draw to locals and visitors

public amenities for children and adults
restaurants, coffee shops and entertainment venues

pedestrian focused





East Village, Calgary, AB



The East Village has developed downtrodden neighbourhoods with parks, institutional and commercial buildings and restored heritage industrial buildings



Key features and integrations to note:

Historic landmarks and buildings with a central role in the development of the City

historically a significant industrial area

mix of new buildings and heritage retrofits

significant new residential component

public parks for children and adults

restaurants, coffee shops and entertainment venues

large variety of retail space

library and community spaces

cultural and entertainment district

pedestrian-oriented streetscape that connects public spaces to parks and natural landscapes





Meat Packing District, New York, NY





Camden Market, London, UK



Camden Market makes use of the historic industrial buildings near the canal and developed as a market as a temporary use.



Key features and integrations to note:

Historic landmarks and buildings with a central role in the development of the neighbourhood

historically a significant industrial area

mix of new buildings and heritage retrofits

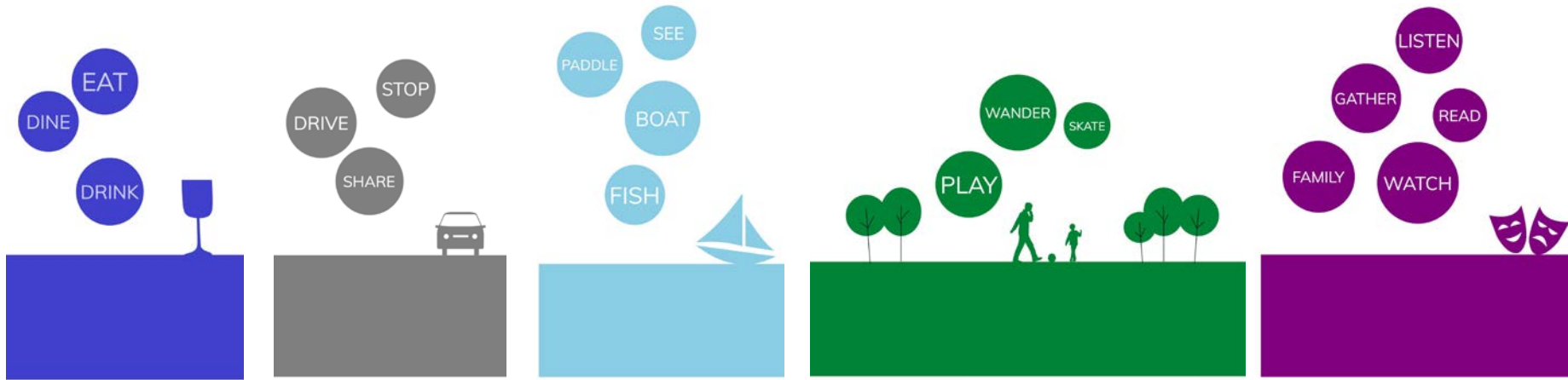
public parks for children and adults

restaurants, coffee shops and entertainment venues

large variety of retail space

pedestrian-oriented streetscape





Component for Success





Commercial and Industrial



Integrating public space with industrial uses can be dramatic and fun





Transportation



designing transportation systems to encourage pedestrian traffic is key to creating public squares and vibrant neighbourhoods





Outdoor Space - Ocean Front

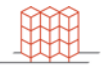


Access to waterfront for leisure and for industry is a luxury not to be overlooked





Outdoor Space - Urban Parks





Arts and Entertainment





Food and Drink





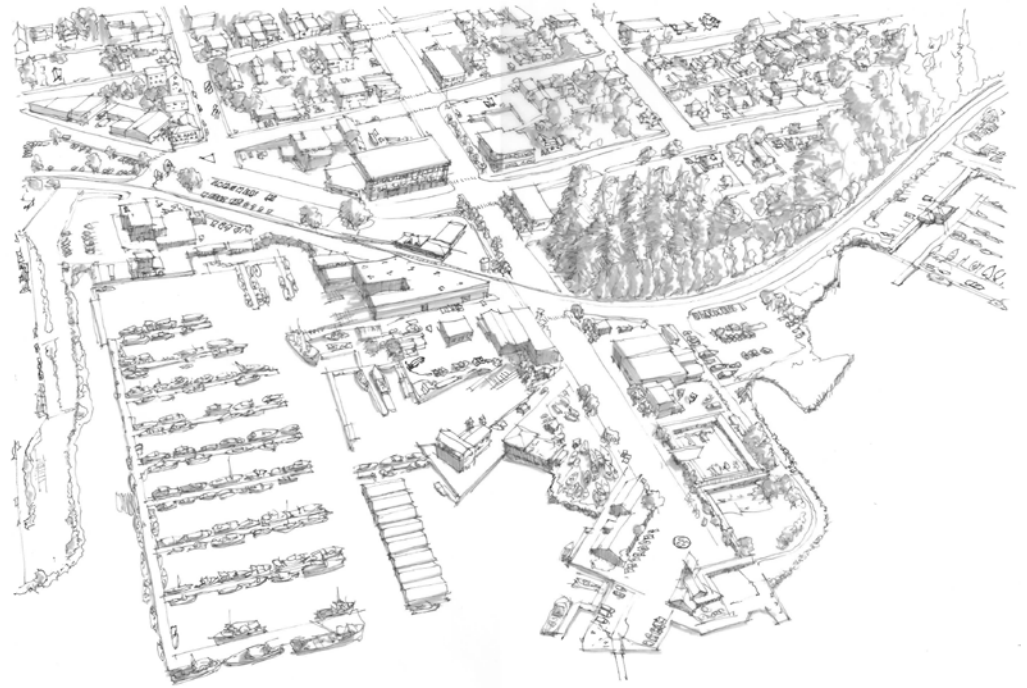
Living and Working





Shopping and Gathering





How to fit all this on the Train Station site?





Residential Space

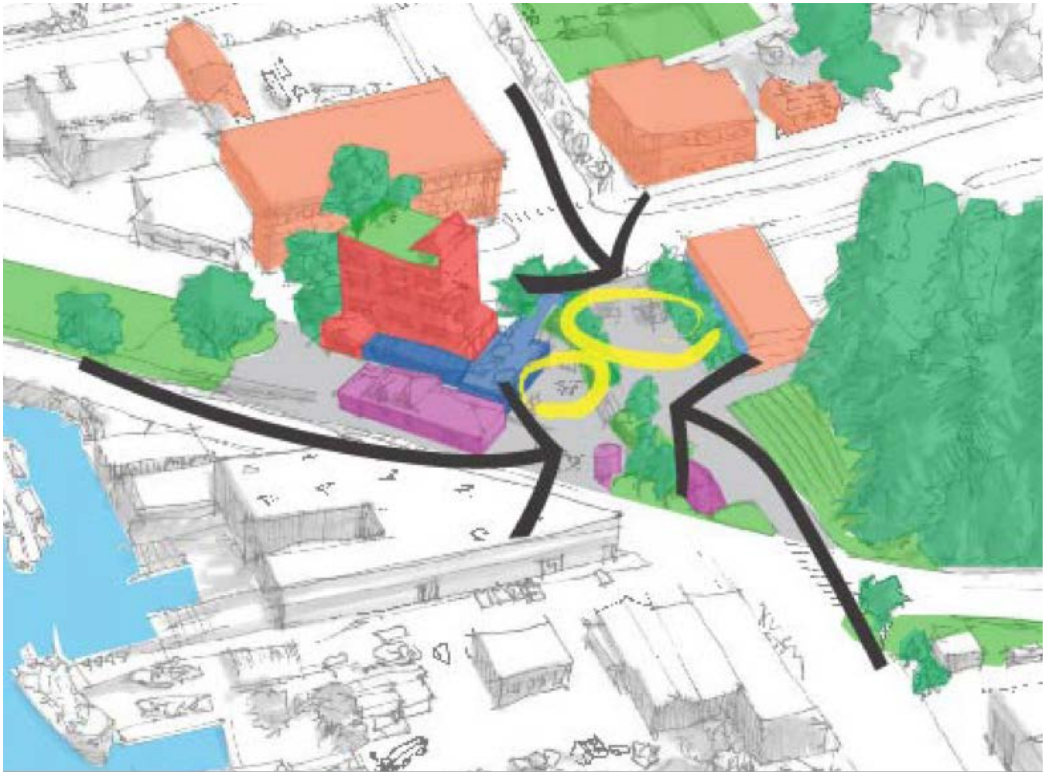


The addition of a new residential building (shown in red) could help increase the number of local residents in the immediate area. Existing residential buildings are shown in orange.





Commercial Space

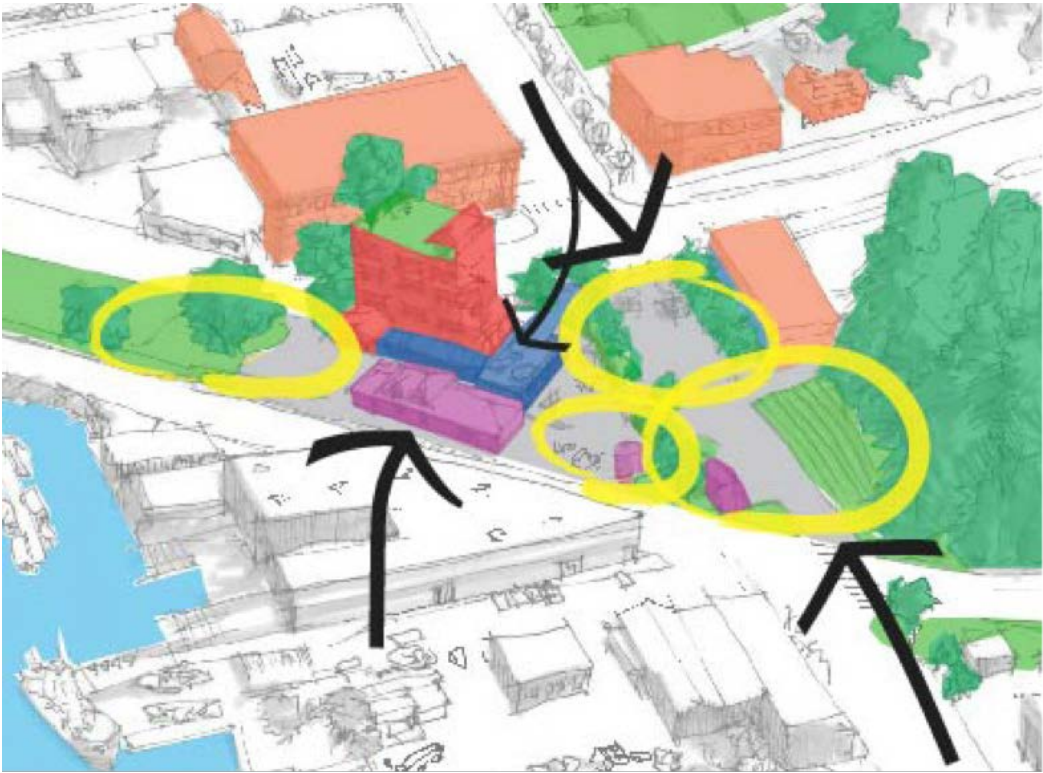


Creating a new focussed area for markets could bring more people and help the existing shops. The area has access from three sides, is close to the quay and is well situated to become a commercial focus of Port Alberni.





Public Space



The site can use its prime location to offer several types of public space; park space, adjoining public squares and markets with play areas and public buildings.





Play Space

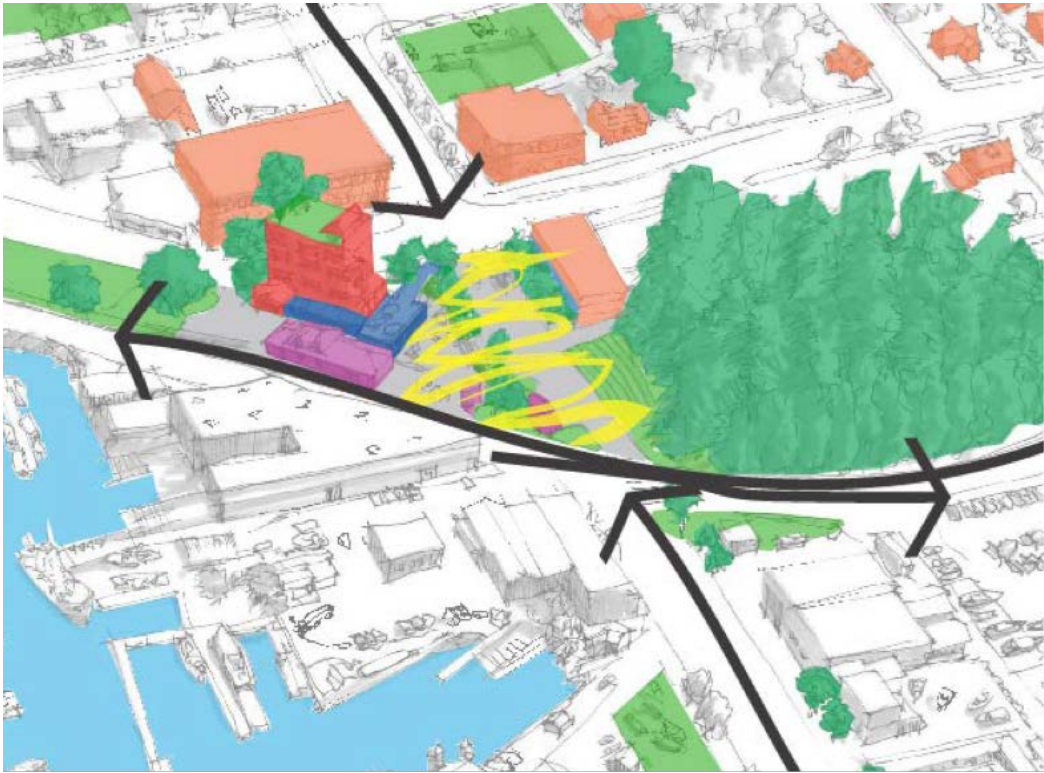


The water tower could create a wonderful focus for a children’s play area directly adjacent to a restaurant and/or market area. The direct public connection to the park could also create dramatic play space.



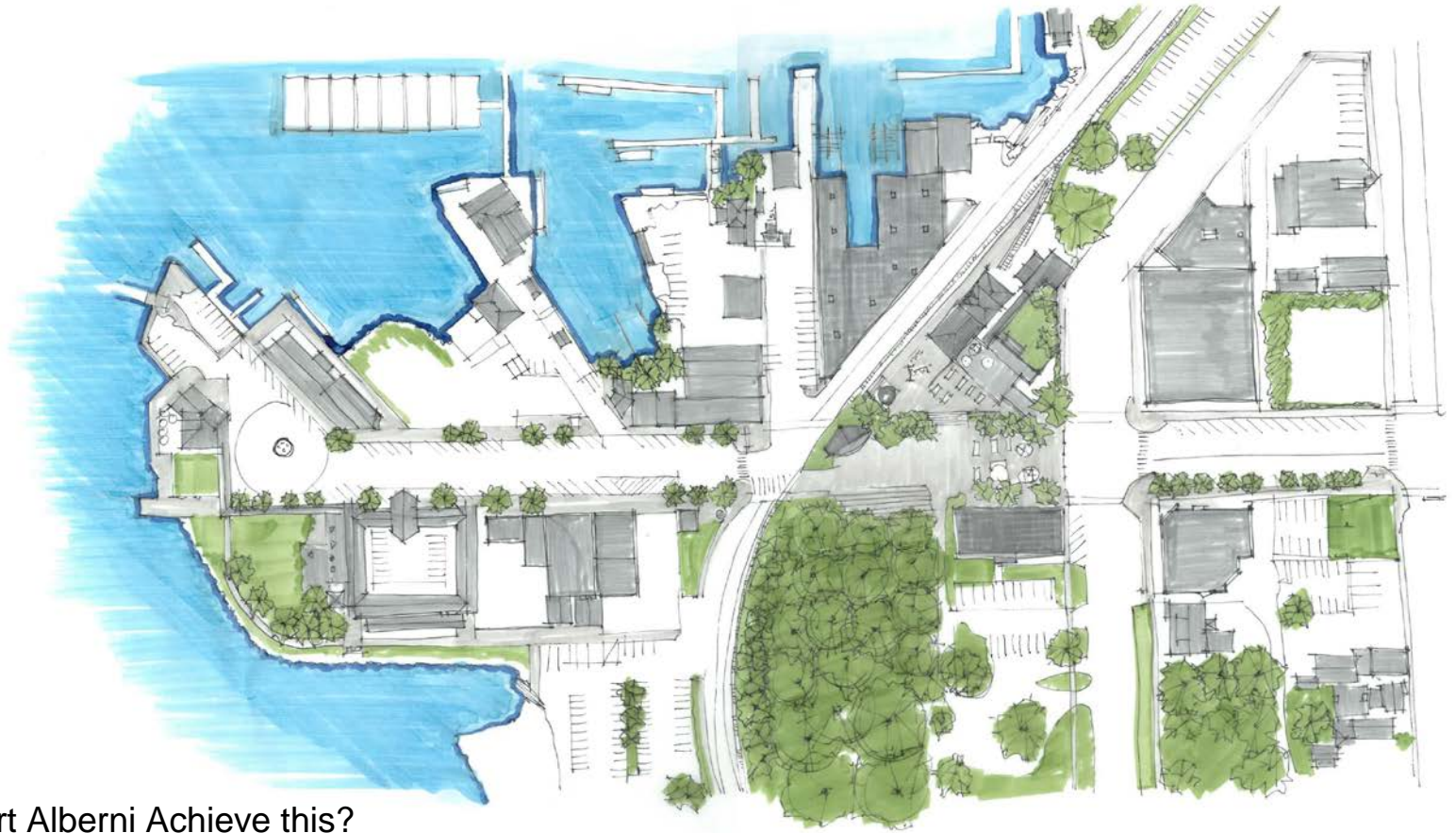


Pedestrian Space



There is already a great deal of traffic in the area, both pedestrian and automobile. Providing a safe respite from the traffic in an area so easily accessible will likely create a popular public square and a car-free zone.





How Can Port Alberni Achieve this?

REGULAR COUNCIL AGENDA - JULY 22, 2019





Does the City wish to maintain
Ownership?

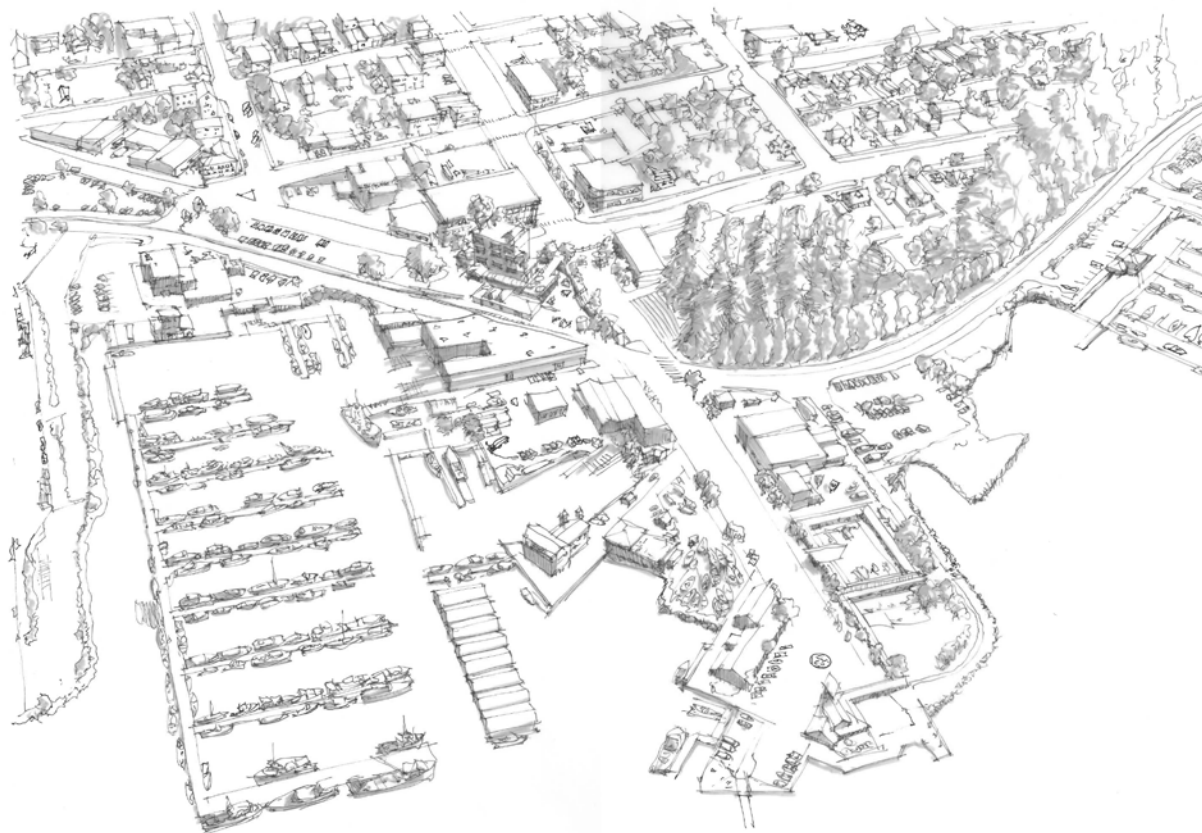
Can the property be subdivided?
Can it be re-zoned?

Can the green space become a
dedicated park?









Where to go next?



From: Lyman Jardin [<mailto:tlyman@shaw.ca>]
Sent: Monday, July 15, 2019 10:22 PM
To: Sharie Minions
Cc: Timothy Pley; Davina Hartwell; Dan Washington
Subject: July 15 presentation

Hello Mayor Minions:

You may have noted that I left early as the presenter went on and on about development around heritage buildings from London, Seattle, Vancouver etc. When he started into different pedestrian/traffic movement patterns, that was it. I was there to hear about development as it related to our train station. I did watch the question and answer period later on in the meeting, on Youtube. There was much to get excited about. What I didn't hear were any ideas interconnecting Tyee Landing, train station area, and on to Harbour Quay. In fact, I see the Arrowsmith Hotel area having potential as part of a development plan. Hopefully such interconnection will be part of the conversation going forward. As an aside, I don't see a fish processing plant fitting into the development envisioned.

I have been in contact with David McCormick, Mike Ruttan, and Susie Quinn re-development of this area. Mike assured me there were ideas being worked through to facilitate the interconnection I mention in attached letter. I have also forwarded, more than once, an idea re-financing needs for the steam train, and steam operation at the mill. I believe a conversion from the Multiplex assessment which ends next year, to a "Heritage Assessment" that would show on our tax bill, just as the Multiplex assessment currently does, is doable. This is an out of the box idea--worth serious consideration. It was clear from speakers at to-days meeting, that they want the steam train to be included in development plans for the area. In fact, the gentleman from Qualicum hit the nail on the head. Development around the train station area, would be the very draw that makes the steam train--and the Mill a vibrant successful attraction. Thank you for assuring those in attendance, as Sheena did, that the steam train issue continues to be an issue of importance, that continues to get attention.

Find below a copy of the note sent to city and PAPA officials about 3 years ago. I resurrect it, because some of the ideas might fit into development ideas going forward.

Regards,
Lyman Jardin

COPY

Discussion about the Tyee Landing sign has recently been on local social media. It's not the sign alone, but the potential for the area as a whole that concerns/excites me. But I begin with a comment on "the sign". Following the name(sign) unveiling, I envisioned either a filler panel, i.e. 6x12 artistically in tune with the name, mounted between the posts, or a carving mounted under the sign, i.e. of a leaping salmon, as is found at the far end of the landing. Connectivity with the name, absolutely. What I definitely did not envision was a ribbon address panel. How mundane! I see tremendous potential for this area as a whole---Harbour Quay, Centennial Pier, and Tyee Landing. At present, other than the Quay, each platform remains in limbo. I envision that all facilities can be interconnected. From the Quay, I see traffic moving through or behind the train station. A display, related to the Industrial Heritage Society either in or outside the station would determine which. The old McDonald Caboose, positioned somewhere in the area of the station, could be brought back to life as a food service. Continue, edging along the

present parking area to a crossover into Tyee Landing. Available utilities reflect management vision for this area. A potential kiosk haven!

One entrepreneur has recently set up. I hope this is a catalyst for others. I see a kiosk as an opportunity for people with week day jobs, who dream of having their own business, to operate kiosks on week ends. Renting or selling kiosks offers another business opportunity for the community. Only one's imagination limits the possible offerings and how you market your kiosk. Want a crazy idea. How about taking advantage of the usual wind and draw people to your kiosk with whirly gigs. Maybe spinners, whirly gigs and other such movement gadgets could be the single focus of a kiosk. What a perfect location to highlight the whirly gig/spinner movement. Resistance to competing kiosks, by Harbour Quay business people, is a given. But I see this as an opportunity for them to set up a satellite kiosk, an opportunity for a son, daughter, grandson etc. Take a look at the activity at Victoria Quay on [Wed.](#) nights during the summer. This is what I envision all summer on the "Pier" and "Landing". On to the boardwalk. Benches could be strategically placed, possibly with changeable advertising panels. A top Port Authority person told me last summer, of possibly having 4X8 artistic panels mounted on the fence, panels painted by ADSS art students. What a great idea, and how rewarding would such a project be to the students. Return now to Centennial Pier. The business potential that did exist has now been compromised somewhat by the number of memorial benches in place (23 at last count). Please don't think I am against such memorials. If I get blow back from this I will understand. But potential remains. Similar comments can be used as already made regarding Tyee Landing. But promotion is needed. I see the city, the Port Authority, and the Chamber of Commerce working together on this. I see a break on business licenses, on space lease cost as initial ways to encourage entrepreneurs. I see some kiosks only opening on week-ends/holidays. But at present we remain in limbo. A bed and breakfast boat moored at Centennial Pier, and one tenant at Tyee Landing (no longer there). Back to the Tyee Landing sign. Wouldn't a "Come Again" or "Bon Voyage" on the back, viewed as one leaves add to one's visit?

Recently, the first comment by a visitor, when we walked onto Centennial Pier, was: "where are the kiosks?" Continuing he asked: "are they only here in the summer?" That about says it.

From: Bill Collette [<mailto:bill@albernichamber.ca>]
Sent: Tuesday, July 16, 2019 12:59 PM
To: Sharie Minions; Debbie Haggard
Cc: Timothy Pley
Subject: COW

Good morning,

Apologies for leaving early yesterday. I had fully planned on speaking and was keen to follow Aaron. Unfortunately I ran into some challenges that did not allow for that.

I did want to express my thoughts as a resident of Port Alberni. I'm not speaking on behalf of the Chamber. My address is 2296 Cameron Drive.

I felt that the presentation was good albeit a bit too long and quite repetitive on certain aspects, I noticed at least one person nodding off; not good. Regardless, there were some very good points within his presentation. Here are some thoughts:

- Primary focus for a redevelopment of the Train Station should be PEOPLE. Whatever is done there should be designed to bring people in.
- Food/Beverage is in my view the absolute best consideration. Good food and good beverage options result in high traffic and with such a lovely building in a growth area it only makes sense.
- Other ideas might merit consideration but my personal preference is the F/B as nothing else will bring as many people as that will. Aaron's business is a prime example of that. Brie and Barrel is another that will change the feel of an old building.
- Museum artifacts and even art could be part of the bigger picture but the focus, in my humble opinion, must surround people. People bring money, people bring excitement and passion. People bring more people.
- Revamping the Train Station will undoubtedly help every aspect of the area. Nearby businesses will thrive and others will open, more rental units will be developed and because of that more wealth will move into the area. Harbour Quay will grow and prosper and hopefully at some point in the near future a concerted effort to eliminate parking in that area will come to be. I also liked the idea tossed about regarding the park nearby. He was/is correct in that the area does not appear to be used much at all yet it is beautiful. Tying that area into a bigger development is a wonderful idea.

Thanks again for investing in this project with someone from out of town who could come in with fresh ideas. I hope that Council gives strong consideration to moving forward with a revamp of the building setting the stage for further development along the way. I'm happy to see my taxes reflect this sort of investment in the future of Port Alberni.

Thanks and apologies again for departing abruptly. I hope no one was offended.

Regards,

Bill Collette
2296 Cameron Drive

From: I Thomas [<mailto:ithomas@kidsonline.ca>]
Sent: Wednesday, July 17, 2019 1:38 PM
To: CityPa
Subject: Re: Train Station/July 15 COW Meeting

Madame Mayor and Councilors,

I was away on holidays and unable to the Committee of the Whole meeting on July 15th. I have just now read the minutes. I urge council to act on Mr. Simpson's advice to replace the roof on the train station "as soon as possible" to avoid damage to this important and iconic city asset.

Ian Thomas
5091 Pleasant Road
Port Alberni

July 18, 2019

To: Mayor Minions & City Councilors
From: Gerry & Leslie Walerius

RE: July 15, 2019 COW Meeting
Revitalization Uptown: The Future of the Port Alberni Train Station

Having listened to the presentation by Will King, Waymark Architecture, he mentioned that in today's world it's all about – Restoration, Preservation and Rehabilitation. Will King identified that the Train Station has deficiencies such as the roof, insulation and heating systems.

As the building was built in 1911 and restored by the Western Vancouver Island Industrial Heritage Society in the early 1990's, it is now showing its age and is in dire need of repair. The roof is due for replacement and in order to preserve the building, it would be important to, at the very minimum, have that replaced.

Please consider adding the Train Station Heritage Building to the upcoming 5 year financial plan for a new roof or if possible, fund a new roof from your contingency fund for replacement this year.

As for the remainder of Will King's presentation, Council should refer back to its other commitments before considering additional revitalization plans that would put additional strains on the taxpayers of Port Alberni.

On the City Website there is the Corporate Strategic Plan for the years 2015-2018 developed by the former Mayor & Council of which our Mayor Minions and Councilors Washington and Paulson contributed to.

Corporate Strategic Plan 2015-2018 Section on:

Revitalizing the Economy & Liveability

- Work with regional stakeholders to develop a plan for the replacement of the aquatic centre
- Provide for streetscape and traffic improvements along the Johnston Road corridor

On the City Website, there are studies that support the Corporate Strategic Plan 2015-2018 for the Johnston Road corridor.

1. Port Alberni Waterfront North Study, by Golder Associates – October 2014
2. Johnston Road Northport Concept Plan – Charrette Concept Plan – May 2017
(Note: Deb Haggard, current city councilor was a participant)

Much work remains to be done to fulfill the Corporate Strategic Plan 2015-2018 prior to taking on new revitalization projects.

Will King of Waymark Architecture has stirred up the need to refresh the area below the Thunderbird Apartments to the Harbour Quay, however the City of Port Alberni has already issued bids & created Bylaws that will contribute to the health and vibrancy of the area.

RFP – Sale and Development of Harbour View Lands

ITT – Demolition of 5109 Athol Street

RFP – Harbour Quay Clock Tower Remediation

Bylaws –City of Port Alberni's Revitalization Tax Exemption Program

As taxpayers, we encourage you, our City Council to recognize that you are already committed to large and small projects in our community, some of which include a new aquatic centre, Alberni Pacific Railway, McLean Mill National Historic Site, Revitalization of North Port, Industrial Truck Route and possibly a future port of call for Cruise Ships.

Best Regards,

Gerry & Leslie Walerius
5367 Russell Street
Port Alberni, B.C. V9Y 8E4
250-724-5134
lgwalerius@gmail.com

CHIEF ADMINISTRATION OFFICER'S REPORT

TO: City Council FILE

FROM: Tim Pley, CAO

DATE: July 17, 2019

ATTACHED: McLean Mill Design Report – Northwest Hydraulic Consultation
Email – BC Dam Inspector
Violation Ticket

SUBJECT: Log Pond Dam Project – McLean Mill

Issue:

Council has requested further information on the McLean Mill log pond dam project.

Background:

A number of reports have been provided to Council on the McLean Mill dam remediation project. The project is identified in the City's Five Year Financial Plan, with \$233,000 allocated in 2019 for that purpose (\$200,000 from General Revenue Reserves and \$33,000 from Land Sale Reserve). A further \$30,000 is allocated in 2019 for the investigation of water quality at McLean Mill.

At a regular meeting on July 8th Council directed that staff bring more information regarding the dam project, Council expressed a desire to know specifically whether the dam work was ordered by a regulating agency or if it was discretionary. Council also wanted to know if some components of the work could be postponed to a future date.

Discussion:

An attached email exchange between the City's CAO and the Province's dam inspector John Baldwin provides insight into similar questions being posed earlier in 2019. The inspector's response essentially outlines the City's responsibility to safely operate the McLean Mill dam and states in bold,

"... has the City obtained professional engineering advice/recommendations on the safety of the dam in its current condition?"

In fact the City has obtained professional engineering advice/recommendations which are reflected in the attached McLean Mill Design Report and the City's Five Year Financial Plan.

Subsequent to Council's direction at the July 8th meeting the following questions were posed by the CAO to the project engineer:

- *Has the full scope of work proposed and envisioned in the City's 2019 Financial Plan been ordered to be undertaken by a regulatory agency?*

- *Are there portions of the proposed scope of work that have been ordered by a regulatory agency and portions that have not?*
- *Have there been orders or communications from a regulatory agency that, while not specifically directing the scope of work proposed, compel the City to undertake all or a portion of the proposed scope of work? If so, what portions of the proposed scope of work is the City compelled to undertake?*
- *For any portions of the proposed scope of work that the City is compelled to undertake, are there alternative methods to achieve the required outcomes that would involve a lower costs to the City? What if any are the downsides of those alternative methods?*
- *For each portion of the proposed scope of work, please identify measures that the City should take to mitigate risk if that portion of work is not undertaken (ex. if the wooden bridges internal to the dam are not repaired should the City implement a load limit).*

The project engineer's response is summarized below in an itemized manner that reflects the scope of work set out in the attached McLean Mill Design Report. Dollar figures cited below are estimates subject to a Request for Tenders process, and dependent upon the full scope of work being undertaken (taking advantage of synergies between project components):

1. **Retrofitting the low level outlet (\$55,000)** - an operational low level outlet is required by the dam inspector. The current outlet is not operational as it is silted in, the valve is not accessible and the CMP pipe is near the end of its life. The designs call for relining the existing CMP pipe with HDPE pipe and providing a new valve in a manhole to provide safe access for repair. This is a robust replacement which would serve for several decades. The dam inspector *may* be satisfied with making the current outlet operational. This would still entail costs of several thousand dollars, would likely leak, and could fail without notice.
2. **Decommissioning the fishway inlet (\$20,000)** - this inlet is no longer needed for the fishway and the dam inspector would like to have such penetrations of the dam core removed. He may or may not *require* this to be done.
3. **Buttressing the toe of the dam with rock (\$25,000)** - this is to repair erosion scour which occurred during past over toppings of the dam. This is a dam safety issue which will almost certainly be required by the dam inspector.
4. **Completing the sluiceway decommissioning (\$20,000)** - this work was started by the AVEA volunteers and now needs to be completed to restore the dam. The dam Inspector will certainly require this work to be completed.
5. **Reinforcing the spillway flume (\$55,000)** - this is work proposed to replace rotting timber sideboards on the flume. The concrete walls proposed will provide a secure flume for many years to come. If this work is not completed in 2019 the current timber walls could continue to serve for some time, but will need to be replaced at some point if the dam continues to operate. The longer this work is left uncompleted the greater the likelihood that the spillway flume will fail. There would be economies in undertaking this work at the same time that other required work is done.
6. **Modifying the spillway control sill and bridge over spillway (\$51,000)** - Spillway control sill modification work is minor and could be postponed. The current timber bridge over the spillway cannot be relied upon to carry heavily loaded trucks. A load limit for vehicles crossing, plus monitoring for settlement or structural failure could allow postponing of this work. Prolonged postponement of this work will result in eventual failure of the spillway bridge, possibly impacting the ability of the spillway to function.

7. **Installing a log boom in front of the spillway and signage (\$7000)** - there is a log boom in place currently which should be renewed. This could be postponed. Signage costs are minor but are required by the dam inspector.
8. **Revising the Operations, Maintenance and Surveillance (OMS) Manual and Dam Emergency Plan (DEP)** - Draft Operation Manual (OMS) and Emergency Plan (DEP) have already been developed and forwarded to dam inspector for approval. It is important to note that these plans identify that the complete work plan will be undertaken in 2019. If all or a portion of the work plan is postponed beyond 2019 these documents will require revision and resubmission.

It may be helpful for Council to consider that regulatory agencies do not generally prescribe work to be undertaken but rather point out the obligations that must be met. In this case the Province has pointed out the requirements that the City must meet, ticketed the City for previously failing to meet those requirements, and strongly recommended following the advice of a professional engineer in meeting the City's obligation going forward.

Postponing indefinitely any components of the dam remediation project will increase the likelihood of a future failure of that component of the dam. Given that the City has already received a violation citation for a previous dam failure, a strongly worded recommendation from the regulatory agency and recommendations from a registered professional, any future failures resulting from postponement of this work will likely be met with severe enforcement by the Province and possibly civil action if a failure causes harm to private property.

While the City could choose to not proceed with some or all components of the project and await redirection in the form of enforcement from the regulatory branch of the Province, that is not a recommended course of action.

Recommendation:

That the report from the CAO dated July 17, 2019 be received, and that the full scope of the McLean Mill dam remediation project proceed in 2019 as identified in the City's Five Year Financial Plan.

Respectfully submitted by

Timothy Pley
Chief Administrative Officer

DRAFT

NHC Ref. No. 3004326

24 May 2019

BC FLNRORD

Water Protection
2080A Labieux Road
Nanaimo, BC V9T 6J9

Attention: John Baldwin
Dam Safety Officer

Via email: John.Baldwin@gov.bc.ca

Re: Mclean Mill
Overview of Dam Outlet Upgrades

Dear Mr. Baldwin:

The City of Port Alberni (City) is planning upgrades to the Mclean Mill Dam to improve safety of the dam and to decrease operational requirements. Construction for this work is planned to start in the summer of 2019. This letter summarizes the upgrade design for your review and comments.

1 PROJECT SUMMARY

The project is located at the Mclean Mill Historic Park, situated on Smith Road in the town of Port Alberni, BC.

The dam is a composite structure with a concrete core surrounded by a timber crib and earth fill that was constructed in 1995. The dam is used for maintaining historic water levels in the Millpond. Previous work was completed to bypass flow from Kitsuksus Creek around the pond. The bypass reduced hydraulic hazards to the dam, and it reduced sediment inputs to the pond. The pond is fed by a 300 mm diameter diversion pipe from the creek, and local runoff. The dam's outlet structures include a spillway, fishway and low-level outlet. Previously, an emergency spillway and sluiceway port were also used to control flow past the structure; they were decommissioned during past dam upgrade phases in 2015 and 2018.

The primary flow release is through the existing stoplog spillway. The stoplogs maintain the water level in the Millpond at an elevation of 112.9 m. It is comprised of a concrete base slab and timber walls. The current spillway timber walls are in poor condition, with significant rot in some locations. The spillway

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crest stoplog guides extend to the top of the structure. This allows for stoplogs to be placed above the design water elevation.

The City of Port Alberni wants to complete upgrades to the outlet structure to improve dam safety and decrease operation and maintenance requirements. The upgrade work on the dam includes:

- 1) Retrofitting the low-level outlet
- 2) Decommissioning the fishway inlet
- 3) Buttressing the toe of the dam with rock fill
- 4) Completing the sluiceway decommissioning
- 5) Reinforcing the spillway flume
- 6) Modifying the spillway control sill
- 7) Installing a log boom in front of the spillway
- 8) Revising the Operations, Maintenance and Surveillance (OMS) manual and Dam Emergency Plan (DEP)

This report addresses items 1 through 6 above. The objective of these improvements is to ensure dam is safe, functional and meets the 2016 British Columbia Dam Safety Regulation.

2 CONSTRUCTION APPROACH

Work will commence in the summer of 2019.

The Construction Environmental Management Plan (Appendix B) provides the details of the environmental aspects of the construction phase of the project. The site will be isolated to reduce downstream sediment impacts. The diversion pipe from Kitsuksus Creek to the pond will be closed with the existing valve. After the site is isolated, the pond will be dewatered over a period of about 5 days. Fish will be salvaged from the pond and relocated to the creek as the water level is drawn down. Discharge from the pond will be aerated, and downstream water quality will be checked regularly.

A general construction contractor will be the prime contractor on the site. The contractor will establish site access protocol, and be responsible for all aspects of site safety. Equipment and materials will be mobilized and stored in a designated area.

All excess materials and construction debris will be disposed of in accordance with applicable regulations and guidelines by the end of the project. After work is complete, the site will be restored by smoothly grading and revegetating disturbed areas.

Detailed descriptions of the proposed work is provided below. Design drawings are provided in Appendix A.

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2.1 Low-Level Outlet Retrofit

The existing 900 mm corrugated steel pipe low-level outlet is to be retrofitted with a 600 mm DR 26 HDPE pipe. To facilitate this work, the pond will be de-watered and the existing log crib in front of the pipe will be removed. The new HDPE pipe will be centered inside the existing corrugated steel pipe and the annulus will be grouted for the length of the pipe. The existing slide gate mounted to the concrete core of the dam will be removed.

A 600 mm knife gate valve will be installed on the HDPE pipe using a flange connection upstream of the dam to provide flow control. The valve will be housed within a 1200 mm concrete manhole placed directly upstream of the dam core. The valve will be supported with concrete bricks and supplied with a stem extension complete with 50 mm AWWA operation nut. A valve box will be installed on the manhole lid and a removable handwheel will be supplied to allow for valve operation from above the manhole frame. The manhole will be placed on a 300 mm thick bed of 75 mm minus compacted crushed rock.

A retaining wall will be built to an elevation of 112.5 m at a slope of 9V:1H using modular concrete blocks on top of 75mm minus crushed rock fill. A log crib will be constructed above the retaining wall to an elevation of 113.75 m to maintain the historical dam aesthetics. The retaining wall and log crib will run from the manhole to the north side of the sluiceway passage, a length of 5.25 m. The 600 mm HDPE pipe will penetrate through the modular concrete wall with the penetration point cast with 20 mPa concrete. A 22.5 degree bend will be mounted to the pipe just outside the manhole to route the pipe away from existing fire pump infrastructure. To reduce fouling of the inlet, an aluminum trashrack will be installed at the pipe inlet upstream of the elbow. The trashrack will be supported by legs resting on the pond bottom.

2.2 Fishway Intake Decommissioning

Work to direct Kitsukis Creek around the pond was completed in 2015. The creek realignment provides an upstream salmon migration path. As such, the fishway at the dam is not required. The existing fishway intake will be decommissioned, but the wooden fishway structure will be left in place for historical value.

The 900 mm corrugated steel pipe will be removed from the dam, and the void will be filled with 75 mm minus crushed rock. The existing concrete cut-off wall will be repaired to maintain dam integrity. The concrete surface will be roughened with a jack hammer to exposed the aggregate, then filled with concrete. A 250 mm grid of 15M rebar will be epoxied into the exiting concrete for reinforcement. A hydrophilic waterstop will be used to seal the interface between the old and new concrete.

2.3 Rock Buttress at Toe of Dam

A rock buttress will be constructed at the toe of the dam to repair past erosion that resulted when the dam was overtopped on several occasions. The rock buttress will also provide some support for the log crib that will degrade over time.

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The rock buttress will be constructed along the toe of the dam with MoTI SS 205 Class 100 kg riprap. The buttress will extend horizontally from the edge of the log crib for 3 m, and then extend downward to the historical creek bed at a slope of 1V:1.5H. The riprap will then be covered with 200 mm of 75 mm minus crushed gravel, 200 mm of topsoil and seeded with a coastal reclamation mix.

2.4 Sluiceway Decommissioning

The sluiceway decommissioning was started in September 2018. The sluiceway valve was removed and a concrete core of the dam was sealed with a reinforced concrete plug.

For the 2019 work, the wood bridge over the sluiceway channel will be removed, and the void will be filled with compacted 75 mm minus crushed rock. The fill will be brought to the crest elevation of the dam. The fill at the downstream end of the sluiceway culvert will be supported using geogrids and Sierra Slope welded wire forms. The slope will be vegetated with coastal reclamation mix.

2.5 Spillway Chute Repair

The existing spillway wood bridge is rotting; the bridge will be replaced with a non-composite concrete deck with vehicle guardrails and pedestrian handrails. The bridge will be 3.8 m long by 4.5 m wide. The thickness of the concrete deck will be approximately 350 mm.

The spillway channel has timber walls that are rotting. They will be retrofitted with concrete walls. The new concrete walls will be 600 mm tall by 300 mm wide, supported by a reinforcing rebar grid. Backfill soil on the east side of the spillway will be graded 300 mm below the top of the new concrete wall. The timber will be left in place (outside of the spillway) for historic aesthetic purposes.

The timber stoplog guide height at the spillway entrance will be modified to accommodate one stoplog at an elevation of 112.9 m. The stoplog will be fitted at the end of the construction period.

The existing water line crossing the spillway that connects to an onsite fish hatchery will be removed because it is no longer used.

2.6 Log Boom

A new log boom will be installed in front of the spillway to reduce clogging of the spillway by floating debris. Two Western Red Cedar logs will be attached to permanent anchors on each side of the spillway channel and connected with chains.

DRAFT

3 CLOSURE

If you have any questions, please do not hesitate to contact Graham Hill at ghill@nhcweb.com or 250.754.6425

Sincerely,

Northwest Hydraulic Consultants Ltd.

Prepared by:

Reviewed by:

Jacob van Wassenauer
Engineering Co-op Intern

Graham Hill, P.Eng
Principal

Enclosures

Appendix A: Design drawings

Appendix B: Construction Environmental Management Plan

From: [Baldwin, John FLNR:EX](#)
To: [Timothy Pley](#)
Subject: RE: Kitsucksus Creek Dam(McLean Mill Dam)
Date: Tuesday, February 19, 2019 11:14:51 AM

Tim – please note that the City of Port Alberni (City) is the water licence holder under the Water Sustainability Act (WSA), is the dam owner of Kitsucksus Creek Dam and is subject to the WSA and its Dam Safety Regulation (DSR).

Under Section 29 of the WSA , the City is liable to owners of land or premises for damage or loss resulting from the construction, maintenance, use, operation or failure of the City's dam.

Also under Section 5 of the DSR, the City must properly inspect, maintain and repair the dam and related works in a manner that keeps the dam and works in good operating condition, and must exercise care to avoid the risk of significant harm resulting from a defect, insufficiency or failure of the dam or other conditions at the dam or operations or actions at or in connection with the dam to public safety, the environment or land or other property.

In light of the above requirements, **has the City obtained professional engineering advice/recommendations on the safety of the dam in its current condition?** The dredging of the reservoir/pond is a dam safety issue if the dredging excavation work destabilizes the dam . This office understands that the dam is used by large equipment for milling operations and public accessing the Mill property- is the dam in its current condition safe for these activities?

Please forward to this office a copy of the most recent formal annual dam safety inspection for this dam.

Due to concerns regarding the potential hazardous nature of the dam and the dam safety incidents at this dam, updated Operation, Maintenance and Surveillance (OMS) manual and Dam Emergency Plan (DEP) are required. The City's consultant prepared draft documents 2014. **These documents are to be submitted to this office by May 31st 2019.**

Give me a call here in Nanaimo at 250-751-3179 if you require clarification on these matters.

John Baldwin
Assistant Water Manager

From: Timothy Pley [mailto:timothy_pley@portalberni.ca]
Sent: Thursday, February 14, 2019 11:01 AM
To: Baldwin, John FLNR:EX
Subject: RE: Kitsucksus Creek Dam(McLean Mill Dam)

Hi John,
As you know the City of Port Alberni is undertaking design work to support some remediation work on the McLean Mill dam. Council for the City is considering not proceeding with the remediation work, and they want to know if the City is REQUIRED to do that work in 2019 or if that work is

RECOMMENDED.

Regardless of the remediation work proceeding or not, the City will be developing a new dam safety plan and procedure as you have previously directed.

Are you able to provide some insight into Council's question? If you want to discuss this I would be happy to phone you.

Tim

From: Baldwin, John FLNR:EX [mailto:John.Baldwin@gov.bc.ca]

Sent: Tuesday, November 06, 2018 12:09 PM

To: Timothy Pley

Cc: Goode, Peter J FLNR:EX

Subject: Kitsucksus Creek Dam(McLean Mill Dam)

Tim – further to my voice mail today regarding “the upgrades” being proposed for the Kitsucksus Dam, I would like to meet with you to obtain a full understanding of the upgrade plan. Please confirm your availability to meet in Port. I good for Wednesday November 7th afternoon (2pm) in your office. – John B



BRITISH COLUMBIA
Offence Act

**VIOLATION
TICKET**

AH96055514

ISSUED TO:

SURNAME OR CORPORATE NAME <u>CITY OF PORT ALBANY</u>							
GIVEN NAMES (OR CORPORATE NAME CONTINUED)							<input type="checkbox"/> YOUNG PERSON
PROV. / STATE	DRIVERS LICENCE NUMBER	PRODUCED	EXPIRY	GENDER M / F	YYYY	MM	DD
ADDRESS <u>4850 ANGLE STREET</u>							<input type="checkbox"/> CHANGE OF ADDRESS
CITY <u>PORT ALBANY</u>		PROV. / STATE <u>BC</u>		POSTAL / ZIP CODE <u>V9Y 1V8</u>			

THE ENFORCEMENT OFFICER SAYS THAT HE OR SHE HAS REASONABLE AND PROBABLE GROUNDS TO BELIEVE, AND DOES BELIEVE, THAT THE ABOVE NAMED, AS:

- ☐ DRIVER ☐ CYCLIST ☐ OWNER (Per Section 83(2) of the Motor Vehicle Act)
☐ PEDESTRIAN ☐ PASSENGER ☒ OTHER LICENSEE

ON OR ABOUT: VIOLATION DATE 2018 1 09 20 AT THE TIME OF: 12:00 (24hr Clock)

ON MELBOURN MILLS, 5th 17th 2000, LICKING C131738
HIGHWAY (IF APPLICABLE)

AT OR NEAR PORT ALBANY IN THE PROVINCE OF BRITISH COLUMBIA
PLACE / CITY / TOWN

DID COMMIT THE OFFENCE(S) INDICATED, UNDER THE FOLLOWING ACT OR ITS REGULATIONS:

- ☐ (MVA) MOTOR VEHICLE ACT ☐ (WLA) WILDLIFE ACT ☐ (LCA) LIQUOR CONTROL & LICENCING ACT
☐ (MCA) MOTOR CARRIER ACT ☐ (FAA) FIREARM ACT ☐ (TCR) TRANSIT CONDUCT & SAFETY REGS.
☐ (CTA) COMMERCIAL TRANSPORT ACT ☒ OTHER (SPECIFY) D.M. SAFETY REGULATIONS

DESCRIPTION OF OFFENCE(S)	ACT / REGS	SECTION	* TICKETED AMOUNT
1) FAIL TO EXERCISE REASONABLE CARE TO SAFEGUARD A D.M. FROM UNAUTHORIZED OPERATION	DMR <input type="checkbox"/> ACT <input checked="" type="checkbox"/> REGS	28(1)(e)	\$ 403.00
2) FAIL TO REVIEW OR REVIEW A D.M. EMERGENCY PLAN	DMR <input type="checkbox"/> ACT <input checked="" type="checkbox"/> REGS	37(1)(j)	\$ 200.00
3)	<input type="checkbox"/> ACT <input type="checkbox"/> REGS		\$

* THIS TICKETED AMOUNT CONSISTS OF THE FINE FOR THE ALLEGED OFFENCE AND A 15% VICTIM SURCHARGE LEVY.

INVOLVING THE VEHICLE BEARING LICENCE PLATE	PROV. / STATE	PLATE NUMBER	NSC PUJ	NSC NUMBER
REGISTERED OWNER NAME				

VEHICLE MAKE	TYPE	COLOUR	YEAR	ACCIDENT Y / N
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IF YOU WISH TO DISPUTE ANY ALLEGATIONS OR FINE AMOUNT ON THIS VIOLATION TICKET, YOU MAY DELIVER A NOTICE OF DISPUTE TO:

4070 8th Avenue, Port Albany
OR MAIL OR DELIVER A NOTICE OF DISPUTE AS DESCRIBED ON THE REVERSE.

BRITISH COLUMBIA

PROVINCIAL COURT HEARING LOCATION <u>Port Albany</u>	DATE OF SERVICE <u>2018/09/20</u>	YYYY	MM	DD
ENF. OFFICER'S # <u>1728</u>	ORGANIZATION / DETACHMENT / LOCATION <u>FLNMT / 6832 PORT ALBANY, BC</u>			

SHADED AREAS OF THIS TICKET ARE NOT PART OF THE OFFENCE CHARGED

ENFORCEMENT OFFICER'S SIGNATURE

IF THE ALLEGATIONS OR FINES ARE NOT DISPUTED (SEE REVERSE) WITHIN 20 DAYS, THIS TICKET WILL BE TREATED AS NOT DISPUTED, YOU WILL BE DEEMED TO HAVE PLEADED GUILTY TO THE ALLEGED OFFENCE(S) AND TO OWE THE CROWN THE TICKETED AMOUNTS. YOUR SIGNATURE INDICATES YOU HAVE RECEIVED THIS TICKET AND IS NOT AN ADMISSION OF GUILT.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS VIOLATION TICKET

ALLEGED OFFENDER'S SIGNATURE

ALLEGED OFFENDER'S COPY

**CLERK'S DEPARTMENT
REPORT TO COUNCIL**

TO: Tim Pley, CAO

FROM: Davina Hartwell, City Clerk

COPIES TO: Mayor and Council
Wilf Taekema, Dir. Of Engineering &
Public Works

DATE: July 16, 2019

I concur, forward to next Regular
Council Meeting for Consideration:



Tim Pley, CAO

SUBJECT: Remedial Action Requirement – Demolition of 5109 Athol Street

Issue:

Reconsideration of resolution to proceed with award of tender for demolition of 5109 Athol Street (former Arrowview Hotel).

Background:

At the July 8th, 2019 regular meeting, Council received a report from the Director of Engineering & Public Works dated July 2, 2019 (attached) providing the results of a public tender for demolition of 109 Athol Street (former Arrowview Hotel), and estimated cost of complete remediation of the site.

Council subsequently defeated the motion to award the contract for demolition and directed that it be reconsidered at the July 22nd meeting pending potential interest from the private sector in a purchase of the property.

Although some questions have been directed to City staff, no serious interest in the property has been expressed.

Recommendations:

That the report from the City Clerk dated July 16, 2019 be received.

That Council for the City of Port Alberni award contract ITT No. BYL 19-01 Demolition of 5109 Athol Street to Bowerman Excavating Ltd. for \$435,225.00 plus GST, for a total of \$456,986.25, with funds provided from the Land Sale Reserve Fund.

Respectfully submitted,

Davina Hartwell
City Clerk

J:\Clerks\Memos\D G H\2019\Council_5109 Athol Arrowview Demolition_jul16.doc

ENGINEERING AND PUBLIC WORKS DEPARTMENT

TO: Tim Pley, CAO

FROM: Wilf Taekema, Dir. of Engineering & Public Works

COPIES TO: Mayor & Council
Cathy Rothwell, Dir. of Finance
Davina Hartwell, City Clerk

DATE: July 2, 2019

I concur, forward to next Regular
Council Meeting for Consideration:



Tim Pley, CAO

SUBJECT: Remedial Action Requirement – Demolition of 5109 Athol Street
(Lots 2 and 3, Block 84, District Lot 1, Alberni District, Plan VIP197D
PID's: 009-230-718, 009-230-688

Issue:

To consider the results of a public tender issued for demolition of 5109 Athol Street (former Arrowview Hotel), and the estimated cost of complete remediation of the site.

Background:

At its regular meeting on August 13, 2018, it was moved and seconded:

That the email dated August 13, 2018 from Mr. Letourneau requesting Council allow him to proceed with his plans to redevelop the former Arrowview Hotel at 5109 Athol Street and report from the Director of Development Services dated August 8, 2018 providing an estimate of the cost and budget for the remedial action on the building, be received and Council for the City of Port Alberni direct staff to proceed with a formal tender process for demolition of the building with funding (est. \$400,000) from Land Sale Reserve Fund.

Discussion:

A public tender for the demolition of 5109 Athol Street was advertised on June 3rd, 2019. Tenders were received and opened in public at City Hall on Friday June 28, 2019 at 2:00 pm. The tendered work involves hazardous materials abatement and complete demolition to the top of the main floor level.

A total of three tenders were received, summarized below.

<u>TENDERER</u>	<u>TENDER PRICE</u>
Bowerman Excavating Ltd. (Port Alberni)	\$435,225.00 +gst,
Dakota Reclamators Ltd. (Calgary)	\$597,048.00 " "
Pacific Blasting and Demolition Ltd. (Burnaby)	\$663,000.00 " "

The intent is to complete the demolition of the basement level following removal of the top three floors, however further engineering is required to determine what will be required structurally to support adjoining City sidewalks and streets. This engineering work will be undertaken concurrently with the demolition contract. Demolition of the remainder of the building and site grading work will occur either through an additional work order negotiated with the successful bidder, by City forces, or a combination of both. It is anticipated that the total cost to complete remediation of the site will be approximately \$600k.

Recommendation:

It is recommended....

THAT the Director of Engineering and Public Work's report dated July 2, 2019 be received;

And THAT Council for the City of Port Alberni award contract ITT No. BYL 19-01 Demolition of 5109 Athol Street to Bowerman Excavating Ltd. for \$435,225.00 plus GST, for a total of \$456,986.25, with funds provided from the Land Sale Reserve Fund.

Respectfully submitted,

Wilf Taekema, Dir. of Engineering & Public Works

STAFF REPORT

TO: Tim Pley, CAO

FROM: Willa Thorpe, Director of Parks,
Recreation and Heritage

COPIES TO: Cathy Rothwell, Director of Finance
Rob Kraneveldt, Facilities Operations
Supervisor

DATE: July 16, 2019

I concur, forward to next Regular
Council Meeting for Consideration:



Tim Pley, CAO

SUBJECT: McLean Mill Contingency Funding

Issue:

Council to consider a contingency expenditure to cover actual costs incurred by the City of Port Alberni at the McLean Mill from January 2019 to current, as well as anticipated costs for the remainder of 2019.

Background:

At the February 25, 2019 Regular Meeting of Council, Council approved the McLean Mill Society to operate the McLean Mill site for the remainder of 2019 under “minimal operations” – passive interpretation, open public access (self-guided tours), and event-only food service, as presented by the McLean Mill Society on February 19, 2019:

2019 Minimal Operations – McLean Mill NHS: Passive Interpretation; open public access; event venue; event-only food service	Estimated Revenue
Events – estimated 13 weddings, other venue bookings	40,000
Fundraising, donations, sponsorships	5,000
Food sales – events only	10,000
Gift shop sales	5,000
Campsite rentals	2,000
Gate/ticket revenues	0
Seasonal employment grants – no summer staff	0
City of Port Alberni Operational Funding	126,300
Total Revenues	\$188,300
2019 Minimal Operations – McLean Mill NHS: Passive Interpretation; open public access; event venue; event-only food service	Estimated Expenses
Event management – coordinator, staff, contractors, event food services, supplies & materials	50,000
Site management staff – part-time – manager, office/gift shop/campground	55,000
Contemporary-use facility maintenance & repair	20,000
Caretaker & security	15,000
Insurance – liability – previously paid by CPA	25,000
Insurance – MMS Directors	1,800
Accounting & legal	10,000
Interpretation – signage & publications – placed in capital budget	0
Interpretation – personal service interpreters – not offered	0
Demonstrations/operation – sawmill – not offered	0
Demonstrations/operation – steam logging – not offered	0
Demonstrations/operation – blacksmith, other facilities – not offered	0
Demonstrations/operation – trucks & other machines – not offered	0
Total expenses	\$188,300

When the MMS budget was considered, there was discussion that the City would likely incur costs related to maintenance and safety at McLean Mill that fell outside of the limited scope of the MMS operating plan. The decision was made by Council at that time to consider allocating funds from the City's contingency budget line if unforeseen costs were encountered rather than allocating a budget for those costs.

The City has incurred a variety of costs in addition to the MMS operating budget outlined above. Further costs are anticipated through the remainder of 2019:

Actual Costs Incurred to Date

Expense	Amount
Wedding Deposits (received in 2018) ¹	\$7,000
Brace Structure for Winter (Arnold Garage)	\$500
Safety Railings dip tank and bee hive burner	\$955
Site Clean-Up (Hire a Slave, \$450 value)	\$0.00
Fire Pump Repairs	\$3,400
Pipe Burst Under Mill	\$600
Fire Alarm Panel Repairs	\$1,500
Septic Inspection Report	\$15,100
Security Alarm System Upgrade	\$4,100
Fire Panel Batteries	\$500
Fire Suppression Kitchen Installation	\$2,400
Risk Assess Septic Tanks (confined space)	\$1,000
Septic Report Follow-up	\$1,000
Total Actual Costs	\$38,055

1: In 2018, MMS received \$7,000 in deposits for wedding events scheduled in 2019 that were subsequently canceled. MMS recorded those deposits as 2018 revenues, and those funds were not carried forward in 2019. MMS refunded the \$7,000 in 2019, and has requested that the City reimburse MMS for those funds.

Ongoing Costs

Expense	Amount/Year
Fire Pump Maintenance	\$1,200
Fire Sprinkler Maintenance	\$500
Fire Extinguisher Re-charge	\$2,100
Fire Panel Maintenance & Emergency Light	\$1,000
Fire Kitchen Suppression	\$350
Kitchen Exhaust Power Washing	\$300
Security Alarm	\$900
Septic Pump Outs	\$1,000
Total Ongoing Costs	\$7,350

Total Costs (Actual + Ongoing) = \$45,405

Discussion:

In order to meet operating obligations, staff suggest Council approve a contingency amount of \$45,405 to be paid from the contingency fund.

Recommendation:

That the report from the Director of Parks, Recreation and Heritage dated July 16, 2019, be received and Council approve a budget contingency amount of \$45,405 to be paid from the contingency fund.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Willa Thorpe', followed by a period.

Willa Thorpe
Director of Parks, Recreation and Heritage

STAFF REPORT

TO: Tim Pley, CAO

FROM: Willa Thorpe, Director of Parks,
Recreation and Heritage

DATE: July 16, 2019

I concur, forward to next Regular
Council Meeting for Consideration:



Tim Pley, CAO

SUBJECT: McLean Mill Management – 2020 and Beyond

Issue:

Council direction is requested to determine how operations at the McLean Mill National Historic Site will be managed in 2020 and beyond.

Background:

At the Special Meeting of Council on February 19, 2019, Council approved the McLean Mill Society to operate the McLean Mill site for the remainder of 2019 under “minimal operations” – passive interpretation, open public access (self-guided tours), and event-only food service.

Discussion:

Staff recommend that Council consider the operating model for 2020 and beyond as soon as possible in order that a process can be undertaken (if required) to ensure that planning for the 2020 McLean Mill season can begin.

Staff further recommend that the City retain direct responsibility for maintenance, historical preservation and interpretation at McLean Mill, and that only the event management, food services, gift shop and related operations be managed by a third party.

Recommendation:

That the report from the Director of Parks, Recreation and Heritage dated July 16, 2019, be received and Council direct staff to to issue an RFP for the operation of the Visitor Centre, Gift Shop, and Food Services at McLean Mill.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Willa Thorpe', followed by a period.

Willa Thorpe

Director of Parks, Recreation and Heritage

July 16, 2019

McLean Mill Society,
5633 Smith Road,
Port Alberni, BC V9Y 8M1



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

Re: McLean Mill National Historic Site

McLean Mill National Historic Site is an integral part of our community, and is recognized as one of the cultural touchstones of the region. Due to its key historic resources and great symbolic value to the history of the country, the Government of Canada declared it to be of national significance. In addition to its importance in representing the heritage of the region and the nation, this site represents the most dramatic and accessible attraction in the Alberni Valley for cultural tourism. It has a beautiful setting, a unique range of in-situ heritage resources, and an operable steam sawmill and steam logging demonstration area – this makes it unique in North America. More and more visitors are looking for unique and authentic experiences. We are well situated to tap into that market and create a site that is attractive to global cultural tourists. In order to do that, we need to move forward thoughtfully and carefully to ensure success.

McLean Mill Society (MMS) was formed in December 2016 to operate McLean Mill National Historic Site and the associated Alberni Pacific Railway (APR). City Council considered both entities to be inextricably connected for marketing and historic site visitation, so both were included in the initial MMS business plan, 2017-2021. As information became clear through operations and commissioned reports concerning the aging infrastructure of both the NHS and the railway, it was evident that the NHS required massive repairs to ensure that commemorative integrity was maintained. Additionally, the APR track and rolling stock condition were not in compliance with current Technical Safety BC regulations for a passenger line (even the slightly relaxed ones due to being a heritage operation). Due to the potential high risk in operating the APR, the MMS devoted effort and funding to ensuring the building railway operation was safe and in compliance with operating guidelines, particularly since there were three cruise ships docking in 2019. The MMS also received the National Historic Site structural condition report commissioned by the Alberni Valley Museum in 2018, with a prioritized list of recommendations for the preservation of the built resources of the site.

In February 2019, City Council determined to discontinue APR railway operations and reduce funding to the MMS, to support only basic, static site operations. This left a skeleton budget as the MMS had already designated 2019 funds toward the APR; invoices still had to be paid. The MMS turned its attention to creating a viable and vibrant national historic site. To that end, Dr. Jamie Morton was hired to provide expertise. A new Board of Directors was appointed in May 2019 and met to discuss the future of the site. The MMS is currently working on a detailed management/business plan that will be presented to the City in early September 2019. The high level concept for the plan is as follows:

1. **Vision:** to preserve and present the cultural resources of the site to provide public understanding of its national historic significance and the role of the forest industry in the region. To offer a unique and world-class forest industry-themed heritage tourism attraction to foster local economic development.
2. **Preservation:** both to ensure that commemorative integrity is maintained, and to create the “attraction” for cultural tourism. The MMS will work in cooperation with the City of Port Alberni to conserve the in-situ resources of the site, as well as the machines that make active demonstrations possible; the sawmill, steam donkey & spar tree, trucks, and other machines relevant to the site.
3. **Presentation:** the MMS will work to present the site’s resources in an engaging and immersive manner, consistent with the “living sawmill community” envisioned in the original 1990s site development. **Preservation and presentation will combine to create the “offer” or “product of the site – the immersive experience that will define the visitor experience and provide the basis for marketing.** Presentation will take several forms:
 - a. **Curation:** research, planning, and implementing appropriate furnishing for the various buildings on site, as well as hubs of activity, such as the logging show or the blacksmith shop, to create appropriate historical environments to foster the visitor experience.
 - b. **Active Interpretation:** personal services interpretation, with costumed or uniformed guides explaining the site to visitors, through tours or through interpretive stations around the site. This will extend further to active demonstrations of the site’s resources; eg. operating the sawmill, operating the steam donkey & logging show, blacksmithing, period domestic activities, etc.
 - c. **Complementary Active Interpretation:** this will present attractions not directly related to the commemorative integrity of the site, in the area outside the defined Historic Zone. For example, natural history programs, First Nations forest utilization, such as woodworking technology, carving, and basket-weaving, conservation and environmental programs, etc.
 - d. **Passive Interpretation:** due to the seasonal nature of cultural tourism, it is essential that the site is presented even when interpretive staff or

volunteers are not available. A comprehensive signage program would provide the key messages of the site. This would be complemented by brochures and digital resources that may be viewed on electronic devices.

4. **Visitor Services:** Visitors to the site will experience it through a variety of approaches involving both passive and active interpretation. The emphasis will be on providing a special, immersive experience of how life was for early-mid twentieth century populations in the industrial communities of the region; living and working in camps and small towns in the context of the forest industry. To foster this immersive experience, visitors will be encouraged to camp on site, participating in programmed multi-day stays, exploring a range of thematic activities on site. This would also provide a base for those exploring the other tourism offerings of the region. Two forms of on-site camping considered are:
 - a. **The RV campground:** Developed in 2018, this comprises a number of semi-serviced RV sites for potential visitors. This resource is already in place, and ready for use.
 - b. **The OTENTIK experience:** this involves a low footprint camping experience, using yurt-like solid-frame tents. OTENTIK tents are employed by Parks Canada at its own NHS, as a low-intrusion option for on-site camping. Ten such sites could be installed quickly, utilizing low-impact techniques, such as composting toilets, and solar showers with grey water recovery systems to minimize infrastructure impact.
 - c. **Visitor Activities:** These will be presented both to visitors participating in the on-site camping experiences, and to day visitors.
 - i. **“Camp” activities:** These will be organized as thematic camps, for children, families, and adults. The immersive environment will be based on camping on site, with group meals served in a Cookhouse OTENTIK, replicating an industrial camp environment, prior to the visitors being offered tours and workshops. These could include forestry walks, historic restoration workshops, traditional foods preparation, First Nations forest utilization, children’s corner, and others. There would be an option of taking a “crummy” (small bus) to “town” – to enjoy the attractions of Port Alberni.
 - ii. Once the “Camp Experience” is operational, we anticipate daily revenues of between \$500-\$1000 depending on the included activities. There will also be upselling through the site kitchen and gift shop, in addition to the food supplied as part of the camps.
 - iii. **“Day” activities;** similar programs could be offered to day users, although lacking the immersive values of the Camp Experience.
5. **Admissions:** When train revenue was thought to be the primary revenue generator, it was determined by the previous MMS Board that site admission would be free. As the trains are not operating, this was reviewed.

- a. The recommendation is to charge admissions in line with other national historic sites. This will allow a steady revenue stream. As local people use the site as a recreational/dog walking/ hiking site, those people will be provided with the opportunity to purchase annual memberships. For local people who cannot afford an annual option, they can become volunteer members which will allow them to trade volunteering for site access. We anticipate annual revenue of \$60,000.
 - b. Cooperation with the APR: as McLean Mill National Historic Site stabilizes and is operated in a consistent fashion, the MMS will collaborate to ensure the railway and steam train operations complement the site. The synergy between the heritage railway and the NHS may not be ignored; it is particularly valuable in terms of marketing, as complementary attractions.
6. **Events:** We are currently planning the following events as ongoing annual offerings at the site:
- a. Forestfest revival – cultural event with a forest theme.
 - b. Old Time Sports Day – like earlier community events in Port Alberni.
 - c. Farm to Table Dinner fundraiser – al fresco dining with local produce.
 - d. Christmas at the Mill – a week of special activities
 - e. Jeepers Creepers – the popular Halloween program.
 - f. Weddings and group bookings continue to provide ongoing revenue streams; they will be streamlined to create less overall site disruption.
7. **Implementation:** The MMS is requesting that the City provide the society the opportunity to continue operating the site for the next five years while operations are implemented.
- a. We have a strong Board, a great deal of experience and the ability to implement this plan. We anticipate that we will require ongoing funding of \$150,000.00 for the five years as well as the capital grant of \$65,000 for site repairs.
 - b. First priorities will include:
 - i. the development and installation of passive interpretation; signage, brochures, and digital media
 - ii. the installation of ten OTENTIK sites, composting toilets, light footprint showers and grey water systems.
 - iii. The second phase of OTENTIK development will include a similar cookhouse where people can take their “camp” meals.
 - iv. Getting the sawmill and logging demonstration area fully operative; this complex of historic machinery is unique in North America, and forms the basis of the site offering or product.
 - v. Continuing, in cooperation with the City of Port Alberni, to conserve the heritage resources of the site, and to make the interpretation of

that conservation one of the features of interpretation and visitor services.

- c. **Funding:** We anticipate getting grants from BC Gaming, ICET and others for the new development, particularly the OTENTIK project.
 - i. As operations grow, we would anticipate expanding outside of the historic site to provide future similar camping opportunities that would draw people to the site.
 - ii. The revenue from admission ticket sales and visitor services programs would contribute significantly to operating costs.

Yours truly,

A handwritten signature in cursive script, appearing to read 'S. Falconer'.

Sheena Falconer
President, McLean Mill Society

BYLAW SERVICES

TO: Tim Pley, CAO

FROM: Davina Hartwell, City Clerk

COPIES: Mayor & Council
Tim Hautzinger, A/Bylaw Services
Manager

DATE: July 12, 2019

I concur, forward to next Regular
Council Meeting for Consideration:



Tim Pley, CAO

SUBJECT: Cainan Cannabis Corp.

Issue:

To request Council's consideration regarding a Retail Cannabis Store application to be located at 3030A 3rd Avenue.

Background:

On February 11th, 2019, Council for the City of Port Alberni adopted *Zoning Amendment T17, Bylaw No. 4979* to permit Retail Cannabis Stores within the City's four commercial zones and to regulate setback requirements in relation to schools.

On March 25th, 2019, Council adopted the City of Port Alberni *Business Licence Bylaw No. 4951-1*, amending regulations for Retail Cannabis Stores, while repealing provisions for Medical Marijuana Dispensaries.

Private Retail Cannabis Stores are regulated under the *Cannabis Control & Licensing Act*. Applicants must submit their applications to the Liquor & Cannabis Regulation Branch ("LCRB") for consideration. A representative from the LCRB reviews the application for compliance with provincial legislation and then forwards the application to the applicable local government for consideration, comments, and recommendations on how to proceed. The LCRB has advised that a provincial application will not proceed further without support (via a positive recommendation) from the local government.

Discussion:

Location

The proposed site for this business is 3030A 3rd Avenue. This location is within City limits and is zoned C7 – Core Business. *Zoning Amendment T17, Bylaw No. 4979* was adopted on February 11th, 2019 and specifies Retail Cannabis Stores as a permitted use in the C7 zone.

Impact on Community

Notice for public comment was posted to the local newspaper, as well as distributed to all properties located within a 75m radius of the proposed site. No responses were received.

Fire, Building, and the RCMP were all provided copies of the application. No comments or position on the application were provided.

Store Operations

The proposed location will be in compliance with all regulatory requirements identified by the province. In addition to these requirements, the applicant will be required to ensure the following:

- Storefronts will have frosted windows to align with Health Canada's requirements that cannabis not be visible to minors;
- All cannabis products are sourced from federally licensed cannabis producers that are required to meet Health Canada's guidelines;
- All employees will go through a criminal background check; and
- All employees will be fully trained and obtain a Keep It Safe certification that covers best practices for dealing with problematic situations.

Security Plan

Security plans are reviewed in full by the LCRB to ensure compliance with provincial regulations. The applicant is responsible for ensuring safe practices are implemented, such as security hardware and customer/employee safety protocols. Compliance of regulatory requirements is outlined, reviewed, and managed by the province directly.

Zoning Requirements

The proposed site meets the zoning requirements of a commercially zoned lot within the C7 zone. In addition to this requirement, the proposed site is also in compliance with setback restrictions of 300m from any school within City limits.

Hours of Operation

The hours of operation proposed are 11:00 a.m. to 9:00 p.m. Sunday to Thursday and 11:00 a.m. to 10:00 p.m. Friday and Saturday. The hours proposed are in compliance with both provincial and City permissions for hours of operation.

Conclusion:

Next steps in this process are as follows:

- Option 1)** Council provides a positive recommendation to endorse the application without further comment.
A formal letter will be sent to the LCRB to confirm Council's approval.
The applicant will be contacted by the LCRB if their application is permitted to progress forward in the provincial process.

If successful in proceeding, the LCRB will schedule an onsite inspection of the premises to confirm compliance.

The City will be notified if a provincial licence is approved.

The applicant will submit the LCRB licence number to the City with a business licence application for a Port Alberni business licence.

The applicant will obtain a Port Alberni business licence prior to any operations being conducted.

- Option 2)** Same process as specified in Option 1), however, Council provides a positive recommendation with additional comments.
- Option 3)** Council provides a negative recommendation to deny the application and a formal letter of denial will be sent to the LCRB directly.
It is recommended that Council provides comments and rationale for not supporting the application.
- Option 4)** Council provides no comment on the application. In this instance, the LCRB has advised that the application will not be processed further.

Recommendation:

That the report from the City Clerk dated July 12th, 2019 be received.

That Council for the City of Port Alberni supports the approval and authorization of Cainan Cannabis Corp. located at 3030A 3rd Avenue, and endorses the comments as provided in the report from the City Clerk dated July 12, 2019.

Respectfully submitted,

Davina Hartwell
City Clerk

J:\Common\A_Items_for_Agenda\Reports for Approval\Council_Cainan Cannabis_July12_19.doc



CITY OF PORT ALBERNI NOTICE FOR PUBLIC COMMENT

Cainan Cannabis Corp. has applied to the Liquor and Cannabis Regulation Branch for a Retail Cannabis Store located at **3030 3rd Avenue**, Port Alberni.

*Hours of Operation: 11:00am – 9:00pm Sunday to Thursday
11:00am – 10:00pm Friday and Saturday

**Hours of operation are consistent for all applications, set by provincial legislation and reflected in City Bylaws.*

Nearby residents and businesses who consider their interests to be affected by this application may comment in writing to the attention of:

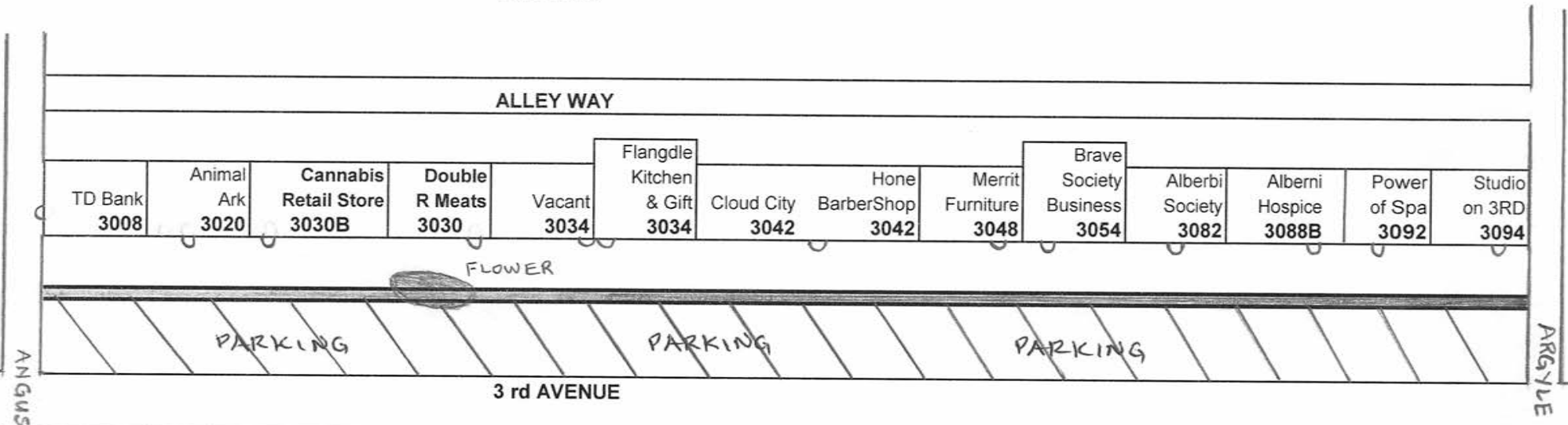
Davina Hartwell, City Clerk
4850 Argyle Street
Port Alberni BC V9Y 1V8
Email: davina_hartwell@portalberni.ca

Written submissions must be received by **12:00 pm on Wednesday, July 3, 2019**.
For further information please contact Davina Hartwell, City Clerk (250.720.2810).

*Distribution: Display Ad AV News – June 19
Post to PNPP*

CAINAN CANNABIS CORP
3030 3rd AVENUE, PORT ALBERNI, BC

SITE PLAN



NOTES :

- 3008 TD Bank
- 3020 Animal Ark - Pet store
- 3030B Proposed Cannabis Store
- 3030 Double R Meats - Meat Shop
- 3034 Flangdale Kitchen & Gift Shop
- 3042 Cloud City - T/shirts
- 3042 Hone Barber shop
- 3048 Merrit Furniture - storage for Merrit

- 3054 Brave Business Society
- 3082 Alberni Community Services Society
Counselling + Admin
- 3088B Alberni Hospice Society
- 3092 Power of Spa - spa
- 3094 studio on 3rd



Job #002430

May 29, 2019

via email: davina_hartwell@portalberni.ca

Davina Hartwell
City Clerk
City of Port Alberni
4850 Argyle Street
Port Alberni, BC V9Y 1V8

Dear : Davina Hartwell

Re: Application for a Non-Medical Cannabis Retail Store Licence
Applicant: Cainan Cannabis Corp.
Proposed Establishment Name: Cainan Cannabis Corp.
Proposed Establishment Location: 3030 3rd Ave. Port Alberni

The Applicant, Cainan Cannabis Corp. has applied to the Liquor and Cannabis Regulation Branch (LCRB) for a Non-Medical Cannabis Retail Store (CRS) licence proposed to be located at the above-noted address. The applicant is requesting operating hours from 11am to 9pm Sunday to Thursday and 11am to 10pm Friday and Saturday. The applicant contact is Mohammed Janief/ 604-612-0850/ moh786@gmail.com

Local governments and Indigenous nations are a crucial part of the licensing process. Section 33(1) of the [Cannabis Control and Licensing Act](#) prevents the LCRB from issuing a CRS licence without a positive recommendation regarding the CRS licence application from the local government or Indigenous nation.

The LCRB is requesting the City of Port Alberni to consider the application and provide the LCRB with a written recommendation with respect to the application. To assist with your assessment of the application, a site map of the proposed cannabis retail store is attached. The following link opens a document which provides specific and important information and instructions on your role in the CRS licensing process, including requirements for gathering the views of residents.

[Local Governments' Role in Licensing Non-Medical Cannabis Retail Stores](#)
OR
[Indigenous Nations' Role in Licensing Non-Medical Cannabis Retail Stores](#)

**Liquor and Cannabis
Regulation Branch**

Mailing Address:
PO Box 9292 Stn Prov Govt
Victoria BC V8W 9J8

Location:
645 Tyee Road
Victoria BC V9A 6X5

Website:
[www.gov.bc.ca/cannabisregulation
andlicensing](http://www.gov.bc.ca/cannabisregulationandlicensing)

The LCRB will initiate an applicant suitability assessment regarding this CRS application, also known as a “fit and proper” assessment, which is comprised of financial integrity checks and security screenings of the applicant and persons associated with the applicant. Once the assessment is complete, you will be notified of the LCRB’s determination. You may choose to withhold your recommendation until the LCRB has made a final decision regarding the applicant’s suitability.

If you choose not to make any recommendation regarding this application, please contact the LCRB at the earliest convenience. Please note that a Cannabis Retail Store Licence cannot be issued unless the LCRB receives a positive recommendation from the local government or Indigenous nation. Similarly, if a local government or Indigenous nation decides not to make any recommendation, the LCRB will not consider the application any further.

If you have any questions regarding this application please contact me at 778-698-3170 or gillian.dyck@gov.bc.ca

Sincerely,

A handwritten signature in black ink, appearing to read "Gill Dyck", written in a cursive style.

Gill Dyck
Senior Licensing Analyst

Attachment

copy: Cainan Cannabis Corp.

BYLAW SERVICES

TO: Tim Pley, CAO

FROM: Davina Hartwell, City Clerk

COPIES: Mayor & Council
Tim Hautzinger, A/Bylaw Services
Manager

DATE: July 12, 2019

I concur, forward to next Regular
Council Meeting for Consideration:



Tim Pley, CAO

SUBJECT: Bogart Cannabis Investments Ltd.

Issue:

To request Council's consideration regarding a Retail Cannabis Store application to be located at 3755 10th Avenue.

Background:

On February 11th, 2019, Council for the City of Port Alberni adopted *Zoning Amendment T17, Bylaw No. 4979* to permit Retail Cannabis Stores within the City's four commercial zones and to regulate setback requirements in relation to schools.

On March 25th, 2019, Council adopted the City of Port Alberni *Business Licence Bylaw No. 4951-1*, amending regulations for Retail Cannabis Stores, while repealing provisions for Medical Marijuana Dispensaries.

Private Retail Cannabis Stores are regulated under the *Cannabis Control & Licensing Act*. Applicants must submit their applications to the Liquor & Cannabis Regulation Branch ("LCRB") for consideration. A representative from the LCRB reviews the application for compliance with provincial legislation and then forwards the application to the applicable local government for consideration, comments, and recommendations on how to proceed. The LCRB has advised that a provincial application will not proceed further without support (via a positive recommendation) from the local government.

Discussion:

Location

The proposed site for this business is 3755 10th Avenue located in the 10th Avenue Plaza. This location is within City limits and is zoned C2 – General Commercial. *Zoning Amendment T17, Bylaw No. 4979* was adopted on February 11th, 2019 and specifies Retail Cannabis Stores as a permitted use in the C2 zone.

Impact on Community

Notice for public comment was posted to the local newspaper, as well as distributed to all properties located within a 75m radius of the proposed site. No responses were received.

Fire, Building, and the RCMP were all provided copies of the application. No comment or position on the application was provided.

Store Operations

The proposed location will be in compliance with all regulatory requirements identified by the province. In addition to these requirements, the applicant will be required to ensure the following:

- Storefronts will have frosted windows to align with Health Canada's requirements that cannabis not be visible to minors;
- All cannabis products are sourced from federally licensed cannabis producers that are required to meet Health Canada's guidelines;
- All employees will go through a criminal background check; and
- All employees will be fully trained and obtain a Keep It Safe certification that covers best practices for dealing with problematic situations.

Security Plan

Security plans are reviewed in full by the LCRB to ensure compliance with provincial regulations. The applicant is responsible for ensuring safe practices are implemented, such as security hardware and customer/employee safety protocols. Compliance of regulatory requirements is outlined, reviewed, and managed by the province directly.

Zoning Requirements

The proposed site meets the zoning requirements of a commercially zoned lot within the C2 zone. In addition to this requirement, the proposed site is also in compliance with setback restrictions of 300m from any school within City limits.

Hours of Operation

The hours of operation proposed are Monday to Sunday from 10am until 10pm. The hours proposed are in compliance with both provincial and City permissions for hours of operation.

Conclusion:

Next steps in this process are as follows:

Option 1) Council provides a positive recommendation to endorse the application without further comment.

A formal letter will be sent to the LCRB to confirm Council's approval. The applicant will be contacted by the LCRB if their application is permitted to progress forward in the provincial process.

If successful in proceeding, the LCRB will schedule an onsite inspection of the premises to confirm compliance.

The City will be notified if a provincial licence is approved.

The applicant will submit the LCRB licence number to the City with a business licence application for a Port Alberni business licence.

The applicant will obtain a Port Alberni business licence prior to any operations being conducted.

- Option 2)** Same process as specified in Option 1), however, Council provides a positive recommendation with additional comments.
- Option 3)** Council provides a negative recommendation to deny the application and a formal letter of denial will be sent to the LCRB directly. It is recommended that Council provides comments and rationale for not supporting the application.
- Option 4)** Council provides no comment on the application. In this instance, the LCRB has advised that the application will not be processed further.

Recommendation:

That the report from the City Clerk dated July 12th, 2019 be received.

That Council for the City of Port Alberni supports the approval and authorization of Bogart Cannabis Investments Ltd located at 3755 10th Avenue, and endorses the comments as provided in the report from the City Clerk dated July 12, 2019.

Respectfully submitted,

Davina Hartwell
City Clerk

J:\Bylaw Services\Applications - Retail Cannabis\Bogart Cannabis\Council_Bogart Cannabis_July12_19.doc



CITY OF PORT ALBERNI NOTICE FOR PUBLIC COMMENT

Bogart Cannabis Investments Ltd has applied to the Liquor and Cannabis Regulation Branch for a Retail Cannabis Store located at **3755 10th Avenue**, Port Alberni.

*Hours of Operation: 10:00am – 10:00 pm seven days per week

**Hours of operation are consistent for all applications, set by provincial legislation and reflected in City Bylaws.*

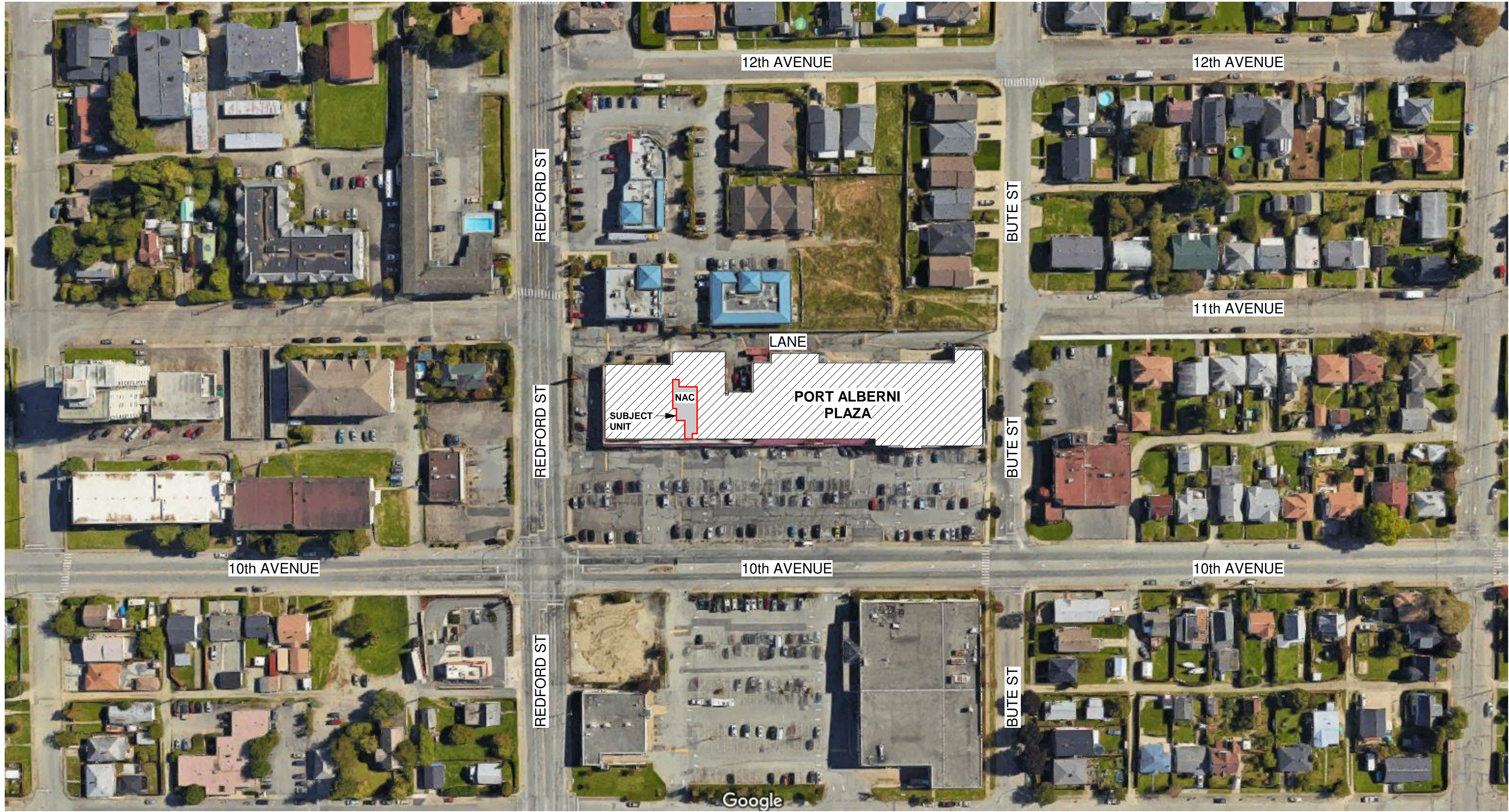
Nearby residents and businesses who consider their interests to be affected by this application may comment in writing to the attention of:

Davina Hartwell, City Clerk
4850 Argyle Street
Port Alberni BC V9Y 1V8
Email: davina_hartwell@portalberni.ca

Written submissions must be received by **12:00 pm on Wednesday, July 10, 2019**.
For further information please contact Davina Hartwell, City Clerk (250.720.2810).

*Distribution: Display Ad AV News – June 26
Post to PNPP*

BOGART CANNABIS INVESTMENT LTD
TENANT IMPROVEMENT
3755 10TH AVENUE PORT ALBERNI, B.C



2 Context Plan
1/2" = 1'-0"



GENERAL NOTES:

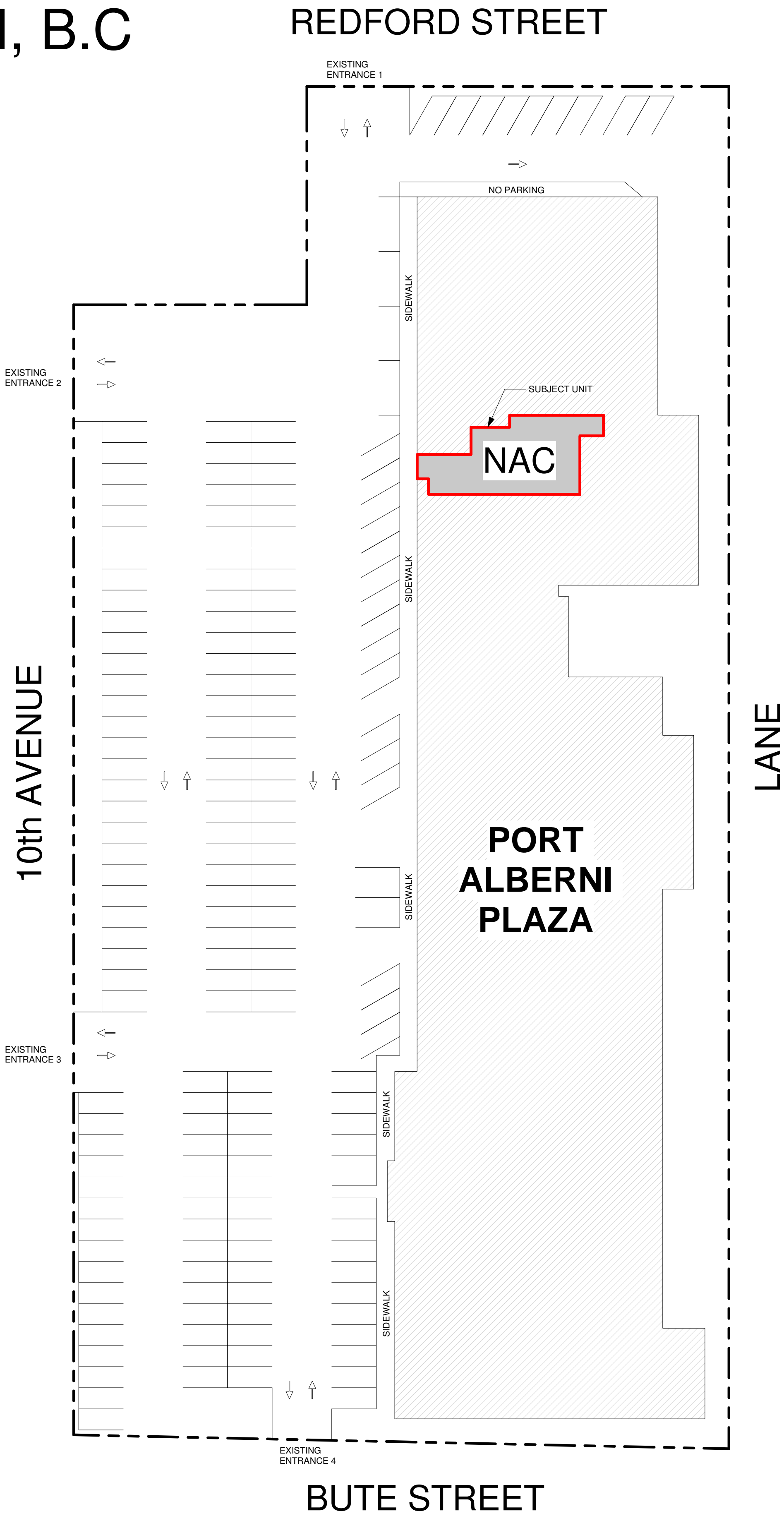
1. THIS PROJECT IS DESIGNED IN ACCORDANCE WITH, AND SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE B.C. BUILDING CODE 2018 AMENDMENTS AND ALL APPLICABLE LOCAL BYLAWS.
2. DO NOT SCALE DRAWINGS.
3. VERIFY ALL DIMENSIONS, ELEVATIONS, SLOPES, DETAILS, CONDITIONS, ETC. SHOWN ON THE DRAWINGS PRIOR TO CONSTRUCTION.
4. DISCREPANCIES OR AMBIGUITIES ON THE DRAWINGS AND/OR THE SITE SHALL BE REPORTED TO THE ARCHITECT.
5. MODIFICATIONS, ALTERATIONS OR SUBSTITUTIONS MUST BE AUTHORIZED IN WRITING BY THE ARCHITECT.
6. THE GENERAL CONTRACTOR SHALL LOCATE ALL EXISTING SITE SERVICES PRIOR TO CONSTRUCTION.
7. FOR OPENINGS IN SLAB, FLOOR, WALLS, ROOFS, ETC. REFER TO PERTINENT DRAWINGS.
8. CONSTRUCTION SAFETY REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
9. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT AT LEAST 48 HOURS TO ALLOW FOR SITE REVIEWS. SITE REVIEWS SHOULD GENERALLY OCCUR AS EACH TRADE IS STARTING AND FINISHING AND AS OTHERWISE APPROPRIATE.
10. ALL WORK TO BE CARRIED OUT IN A GOOD WORKMANSHIP LIKE MANNER TO ENSURE QUALITY AND SERVICEABILITY OF THE BUILDING.
11. ALL ROUGH OPENINGS TO BE CONFIRMED WITH PRODUCT OR EQUIPMENT SUPPLIER OR MANUFACTURER.
12. DRAWINGS AND SPECIFICATIONS ARE PROPERTY OF THE ARCHITECT. ANY REPRODUCTIONS OF THE DRAWINGS OR SPECIFICATIONS SHALL BE MADE ONLY AFTER WRITTEN AUTHORIZATION FROM THE ARCHITECT AND SHALL REMAIN PROPERTY OF THE ARCHITECT.
13. PROVIDE BLOCKING AT WALL MOUNTED ACCESSORY LOCATIONS.
14. MILLWORK DESIGN BY OTHERS. GENERAL CONTRACTOR TO COORDINATE ELECTRICAL OUTLET AND SINK LOCATIONS.
15. INTERIOR DOOR LEVER HANDLES TO BE MOUNTED 36" A.F.F.
16. WALL, FLOOR AND CEILING FINISHES AND PAINT TO BE SELECTED BY OWNER.
17. ONE SET OF LANDLORD ACCEPTED DRAWINGS TO BE KEPT ON SITE AND AVAILABLE FOR REVIEW AT ALL TIMES DURING CONSTRUCTION.
18. ALL MATERIALS TO MEET FLAME SPREAD RATING REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.

DESCRIPTION OF WORK:

- ARCHITECTURAL**
INTERIOR FIT-UP FOR SINGLE TENANT INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF NEW INTERIOR PARTITIONS, MILLWORK AND DOORS AND INSTALLATION OF FINISHES TO SUITE USAGE.
- MECHANICAL**
DESIGN AND DETAIL OF MECHANICAL SYSTEMS TO ACCOMMODATE THE TENANT IMPROVEMENT OF A NEW RETAIL SPACE INCLUDING INSTALLATION OF ASSOCIATED PLUMBING AND HVAC.
- ELECTRICAL**
NO ELECTRICAL SCOPE ANTICIPATED AT THIS TIME. SHOULD ELECTRICAL CHANGES BE REQUIRED, THEY SHALL BE SUBMITTED UNDER SEPARATE CONTRACT.

DRAWING LIST:

- ARCHITECTURAL**
A100 SITE PLAN & CONTEXT PLAN
A200 PROJECT DATA, CODE REVIEW & ABBREVIATIONS
A300 EXISTING AND PROPOSED FLOOR PLANS



1 SITE PLAN
1/32" = 1'-0"



Revision Schedule		
No	Description	Date
24		
23		
22		
21		
20		
19		
18		
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16		
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9		
8		
7		
6		
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3		
2	ISSUED FOR CLIENT REVIEW 2	MAR 13 2019
1	ISSUED FOR CLIENT REVIEW 1	MAR 1 2019
Project Name		
BOGART CANNABIS INVESTMENT LTD TENANT IMPROVEMENT		
Project Address		
3755 10TH AVENUE PORT ALBERNI, B.C.		
Sheet Name		
SITE PLAN, & CONTEXT PLAN		
Sheet No.		
A100		
Project No.		
190301		
Start of Project		
MARCH 2019		
SIGN & SEAL		
These plans are COPYRIGHTED and ALL RIGHTS ARE RESERVED . The reproduction of these plans in any form, in part or as a whole is strictly prohibited. This plan and design are, and at all times remain the exclusive property of MARA + NATHA ARCHITECTURE LTD. , and may not be reproduced without written consent.		
It is the responsibility of the Owner and General Contractor to verify all dimensions and site conditions prior to commencement of work and they shall notify the architect of any errors, omissions or discrepancies. Any work completed without architect's knowledge will be the full responsibility of the Owner and General Contractor.		
MARA + NATHA ARCHITECTURE LTD. 285 - 9600 Cameron Stree Burnaby B.C. V3J 7N3		
O: 604. 420-2233 C: 604. 970-8413 Email: rob@maraarch.com Web: www.maraarch.com		
112 112, AAA, SAA		



Job #002356

June 11, 2019

davina_hartwell@portalberni.ca

Davina Hartwell
City Clerk
City of Port Alberni

Dear : Davina Hartwell

Re: Application for a Non-Medical Cannabis Retail Store Licence
Applicant: Bogart Cannabis Investments Ltd.
Proposed Establishment Name: Port Cannabis Co.
Proposed Establishment Location: 3755 10th Ave, Unit 9c, Port Alberni, V9Y 4W5

The Applicant, Bogart Cannabis Investments Ltd, has applied to the Liquor and Cannabis Regulation Branch (LCRB) for a Non-Medical Cannabis Retail Store (CRS) licence proposed to be located at the above-noted address. The applicant is requesting operating hours from 10:00am to 10:00pm, seven days a week. They can be contacted by phone at (604) 483-3341 or via email bogartsest.2018@gmail.com.

Local governments and Indigenous nations are a crucial part of the licensing process. Section 33(1) of the [Cannabis Control and Licensing Act](#) prevents the LCRB from issuing a CRS licence without a positive recommendation regarding the CRS licence application from the local government or Indigenous nation.

The LCRB is requesting the City of Port Alberni to consider the application and provide the LCRB with a written recommendation with respect to the application. To assist with your assessment of the application, a site map of the proposed cannabis retail store is attached. The following link opens a document which provides specific and important information and instructions on your role in the CRS licensing process, including requirements for gathering the views of residents.

[Local Governments' Role in Licensing Non-Medical Cannabis Retail Stores](#)

OR

[Indigenous Nations' Role in Licensing Non-Medical Cannabis Retail Stores](#)

The LCRB will initiate an applicant suitability assessment regarding this CRS application, also known as a “fit and proper” assessment, which is comprised of financial integrity checks and

**Liquor and Cannabis
Regulation Branch**

Mailing Address:
PO Box 9292 Stn Prov Govt
Victoria BC V8W 9J8

Location:
645 Tyee Road
Victoria BC V9A 6X5

Website:
[www.gov.bc.ca/cannabisregulation
andlicensing](http://www.gov.bc.ca/cannabisregulationandlicensing)

security screenings of the applicant and persons associated with the applicant. Once the assessment is complete, you will be notified of the LCRB's determination. You may choose to withhold your recommendation until the LCRB has made a final decision regarding the applicant's suitability.

If you choose not to make any recommendation regarding this application, please contact the LCRB at the earliest convenience. Please note that a Cannabis Retail Store Licence cannot be issued unless the LCRB receives a positive recommendation from the local government or Indigenous nation. Similarly, if a local government or Indigenous nation decides not to make any recommendation, the LCRB will not consider the application any further.

If you have any questions regarding this application please contact me at (778) 698-5310 or lauren.clarke@gov.bc.ca.

Sincerely,

Lauren Clarke
Senior Licensing Analyst

Attachment

copy: Bogart Cannabis Investments Ltd.



CITY OF PORT ALBERNI

PLANNING DEPARTMENT REPORT TO COUNCIL

TO: Tim Pley, CAO

FROM: Katelyn McDougall, Manager of Planning

DATE: July 16, 2019

I concur, forward to next Regular
Council Meeting for Consideration:

Tim Pley, CAO

SUBJECT: DEVELOPMENT APPLICATION – Temporary Use Permit
5119 Athol Street – Lot 4, Block 84, District Lot 1, Alberni District, Plan 197D
(PID: 009-230-823)
Applicant: A. Brevick

ISSUE

At issue is consideration of a Temporary Use Permit for 5119 Athol Street to permit '*Cannabis Micro-Cultivation*' and '*Cannabis Micro-Processing*' for a period of up to three years.

BACKGROUND

Council recently directed staff to proceed with a Temporary Use Permit (TUP) for 5119 Athol Street, instead of the applicant's proposal for a site specific text amendment to the Zoning Bylaw. A TUP is an approval from Council for a temporary land use that does not conform to the Zoning Bylaw. Despite uses permitted in the zoning bylaw, a TUP may do one or more of the following:

- Allow a use not permitted by a zoning bylaw;
- Specify conditions under which the temporary use may be carried on;
- Allow and regulate the construction of buildings or structures in respect of the use for which the permit is issued.

The Official Community Plan allows for consideration of Temporary Use Permits (TUP). The policy is as follows:

1. *Temporary Use Permits may be considered on all lands designated Industrial or Commercial on Schedule "A" (Land Use Map).*
2. *The issuance of a Temporary Use Permit is intended to provide a short term opportunity for uses that either relocate or cease to exist within a maximum of a six year period.*
3. *Ensure long term public policy for the area is not changed.*
4. *Maintain a reasonable level of compatibility with the surrounding development.*

A TUP would allow the applicant to use the building for cannabis micro-cultivation and micro-production for a defined period of time. It is recommended that certain conditions be established as part of the permit, such as limiting the hours of operation, and ensuring proper ventilation to prevent odour.

DISCUSSION

In response to the legalization of cannabis, the City of Port Alberni has determined appropriate zones to permit cannabis retail stores. Cannabis production and cultivation are now legal with a license from Health Canada, however neither are currently permitted uses within city limits. Council has directed staff to identify appropriate zoning for the production of cannabis.

The City recently received an application for a text amendment to the Zoning Bylaw to permit “*Cannabis Micro-Cultivation*” and “*Cannabis Micro-Processing*” as a Site-Specific use at 5119 Athol Street within the C3 – *Service Commercial* zone. At the June 24, 2019 regular Council meeting staff brought forward an alternative option to proceed with issuing a Temporary Use Permit for the applicant. This would facilitate the use on a temporary basis, allowing the City to assess the location over the term of the TUP and to engage in the preparation of a long-term approach for determining if, where, and how cannabis production and processing should be enabled and to amend the Zoning Bylaw accordingly.

Surrounding Area

The subject property at 5119 Athol Street is located within the Southport area. The surrounding area contains a mix of commercial, single family, and multi-family uses. A multi-family residential apartment building is under construction on Athol Street east of the site, and nearby several formerly residential buildings have been converted to transitional office commercial spaces. To the north of the site, along the waterfront, is a large area used for heavy industry. Nearby is City’s downtown core, including the Harbour Quay, the Uptown area, and the Arts District along Argyle Street. The area is currently undergoing revitalization and new development, and several nearby properties are of strategic interest to the city.

OCP and Zoning Bylaw

The property is currently designated as “Commercial” in the Official Community Plan, and is zoned C3 – *Service Commercial*. The nature of the proposed cannabis production business is relatively compatible with the existing uses in the neighbourhood, specifically the industrial uses in the area. The ‘C3 Service Commercial’ zone also lists cannabis retail as a permitted use.

Development Permit

As the location falls within the Development Permit Area No. 2 Commercial (General) the property owner/applicant would be required to apply for a Development Permit if they intend to improve the exterior of the building. At this point in time the applicant has only indicated interest in painting the exterior (potentially including a mural on one of the exterior walls) and potentially removing some of the widows on the north side of the building. Any future details for exterior façade improvements will be addressed during the Development Permit process.

Waste by-products

There are some waste by-products that result from the cultivation of cannabis. The applicant indicates that an arrangement has been made with a local company, Earth Land and Sea, to take the by-product off-site for composting. It was also indicated that none of the by-product would go to the Alberni Valley Landfill.

Odor management

The applicant has indicated that the cultivation facility would be self-contained and produce minimal odor and pollution. No ventilation issues should occur as the ventilation will be reviewed by Health Canada to their standards. It is recommended that one of the conditions of a TUP be that the applicant be required to ensure that proper ventilation will be installed to prevent odour and mitigate the potential for complaints.

STATUS OF THE APPLICATION

At the June 24, 2019 regular meeting of Council, Mayor and Council directed staff to proceed with issuing a Temporary Use Permit instead of the applicant's proposed Site-Specific text amendment to the C3 – *Service Commercial* zone. A copy of the notice for the Temporary Use Permit is attached and notification was given as required by the Local Government Act. The correspondence received by staff has been attached.

CONCLUSIONS

In considering the Temporary Use Permit, City Council should consider whether this TUP is appropriate for the community and the site. The area is currently undergoing revitalization and new development, and several nearby properties are of strategic interest to the city.

It is staff's recommendation that a TUP is more efficient and strategic than rezoning the property at this time. A TUP would allow cannabis production, under specific conditions and for a specific timeframe while the City and community consider how to zone appropriately for cannabis production and assess the impacts of this new use.

OPTIONS

1. *That City Council direct staff to proceed with a Temporary Use Permit for 5119 Athol Street to permit Cannabis Micro-Cultivation and Micro-Production for a 3 year term, and that the following conditions be applied under the Temporary Use Permit:*
 - a. *That the hours of operation are limited to between 8:00 am and 7:00 pm.*
 - b. *That proper ventilation must be installed to prevent odours and mitigate complaints.*
 - c. *Upon expiration of this permit, the applicant / owner may apply for a one-time only extension to a maximum of 3 years.*
 - d. *At the time of expiry of this permit, the owner of the land shall cease the non-conforming use on the property and restore the land to a state of conformity with zoning regulations and all relevant municipal bylaws.*
2. *That City Council deny the Temporary Use Permit for 5119 Athol Street, and provide staff with direction.*

RECOMMENDATIONS

The Manager of Planning recommends option #1.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'K. McDougall', with a horizontal line underneath.

Katelyn McDougall, M.Urb.
Manager of Planning

SITE MAP



EXISTING STRUCTURE



PUBLIC NOTICE



CITY OF PORT ALBERNI NOTICE OF TEMPORARY USE PERMIT

Pursuant to Section 493 of the Local Government Act, Notice is hereby given that City Council will consider the approval of a Temporary Use Permit, at a regular meeting of Council, on **Monday, July 22, 2019 at 2:00 pm** in the Council Chambers at City Hall, 4850 Argyle Street, Port Alberni, BC. The following permit will be considered: **"Temporary Use Permit No. 19-01"**

APPLICANT: Aaron Brevick dba Well Established Ethical Distributors Ltd. - applying for a Temporary Use Permit on land legally described Lot 4, Block 84, District Lot 1, Alberni District, Plan 197D (PID: 009-230-823) and located at **5119 Athol Street**.

The property owner is applying for a Temporary Use Permit to operate a Cannabis Micro-Cultivation and Cannabis Micro-Production facility on the property for a 3-year term.

TAKE NOTICE THAT persons who deem their interest in property affected by the above noted Temporary Use Permit shall be afforded an opportunity to be heard before Council on matters related thereto. Written submissions should be addressed to City Council, 4850 Argyle Street, Port Alberni, BC, V9Y 1V8. The above noted Temporary Use Permit, together with Port Alberni Zoning Bylaw 2014, No. 4832, may be inspected at the offices of the Development Services Department, City Hall, 4850 Argyle St., between Monday and Friday (exclusive of statutory holidays) from July 10, 2019 to July 22, 2019 during regular business hours (8:30 a.m. to 4:30 p.m.).



DATED AT PORT ALBERNI, B.C. this 10th day of July, 2019.
Katelyn McDougall, M.Urb., Manager of Planning

CITY OF PORT ALBERNI
TEMPORARY USE PERMIT NO. 19 - 01

Temporary Use Permit Issued to: **Aaron Brevick dba Well Established Ethical Distributors Ltd.**
2840 Highmoor Rd.,
Port Alberni, BC V9Y 8R1

The lands affected by this permit are shown on Schedule A attached hereto and forming part of this Permit and are legally described as the whole or/a portion of:

Lot 4, Block 84, District Lot 1, Alberni District, Plan 197D (PID: 009-230-823)
located at **5119 Athol Street.**

List of Attachments: Schedule A – Map

Whereas THE ABOVE DESCRIBED LAND IS ZONED as C3 Service Commercial zone pursuant to the City of Port Alberni Zoning Bylaw 2014, Bylaw No. 4832, and subsequent amendments and a non-conforming use of the property is prohibited; and

WHEREAS Section 493 of the *Local Government Act* authorizes the City to issue a Temporary Use Permit, this Temporary Use Permit allows the applicant/owner to conduct a non-conforming use on the property.

Authorization is hereby granted to **Aaron Brevick dba Well Established Ethical Distributors Ltd.** to operate a Cannabis Micro-Cultivation and Cannabis Micro-Production facility for a period of three (3) years on land legally described as Lot 4, Block 84, District Lot 1, Alberni District, Plan 197D (PID: 009-230-823) and located at 5119 Athol Street as outlined on Schedule "A" attached and forming part of this permit.

CONDITIONS OF PERMIT

1. That the hours of operation are limited to occur between 8:00 am and 7:00 pm.
2. That proper ventilation must be installed to filter smells and mitigate complaints.
3. Upon expiration of this permit, the applicant / owner may apply for a one-time only extension to a maximum of 3 years.
4. At the time of expiry of this permit, the owner of the land shall cease the non-conforming use on the property and restore the land to a state of conformity with zoning regulations and all relevant municipal bylaws.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL OF THE CITY OF PORT ALBERNI ON THE _____DAY OF _____, 2019

THE TERMS AND CONDITIONS UPON WHICH THIS PERMIT IS ISSUED ARE HEREBY ACKNOWLEDGED. THIS PERMIT IS ISSUED THIS _____DAY OF _____, 2019

Date

Mayor

The City of Port Alberni shall file notice of this permit in the Land Title Office stating the land is subject to Temporary Use Permit No. 19-01.

In accordance with the provisions of Section 493 of the *Local Government Act*, approval of this Permit was granted by resolution of the City Council on the _____ day of _____, 2019.

Date

City Clerk

The map shows a portion of the City of St. Louis, Missouri, with the following details:

- Streets:** Kingsway Ave, Strathern St, Athol St, 1st Ave.
- Blocks:** BLK 75, BLK 74, BLK 84, BLK 85, BLK 73.
- Lots:** Various lot numbers are shown, including 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- Other Features:** A north arrow, a scale bar, and various lot numbers and block identifiers are shown.

REGULAR COUNCIL AGENDA - JULY 22, 2019

CORRESPONDENCE RECEIVED

FOR: MAYOR & CITY COUNCIL TO CONSIDER

COPY TO: KATELYN MCDOUGALL CITY PLANNING AND DEVELOPMENT

Regarding your plans to allow a TUP for 5119 Athol Street you need to consider the following....

Just because the Federal Government has "legalized marihuana", does not mean it intends to allow any tom, dick or harry to grow the stuff in whatever fashion. There are strict regulations and for good reason.

Are you aware, that just recently, HEALTH CANADA has inspected an operation in Pelham, Ontario and this operation is now under investigation regarding unlicensed growing etc. The company name is CANNTRUST. You can check this out on the Internet for more information.

It appears to me that what city council is planning, is in violation of HEALTH CANADA regulations, with respect to the licensed growing of marihuana. For you to think otherwise is foolish, and to allow such a development as you are planning under a TUP, it would appear to be illegal. Not good for this town.

Rebecca Terepocki
Port Alberni

CLERKS DEPARTMENT

TO: Tim Pley, CAO

FROM: Alicia Puusepp, Communications Manager

COPIES TO: Mayor & Council

DATE: July 16, 2019

I concur, forward to next Regular Council Meeting for Consideration:



Tim Pley, CAO

SUBJECT: Reconciliation Committee's Final Report

Issue:

That council consider the 28-page report put forward by the Reconciliation Committee (the Committee) containing 27 recommendations that support the Committee's mandate to investigate practical actions for the City and the community to help foster reconciliation between indigenous and non-indigenous people.

Background:

Port Alberni is located entirely within the traditional unceded territories of Hupacasath and Tseshaht First Nations, and the City of Port Alberni recognizes that it conducts its daily business on this land.

In 2017 the City of Port Alberni formed the Reconciliation Committee comprised of eight members (one member of City Council, two individuals identified by Hupacasath First Nation, two individuals identified by Tseshaht First Nation, and three residents at large appointed by City Council. The Committee first met on November 30, 2017, and has since met 18 times, not including the community-to-community forum held on March 27th, 2018, and the Tri-Council meeting held on March 27, 2019.

Discussion:

Over the past year and a half, the Committee has been developing recommendations that support its mandate. The foundation of the 27 recommendations came out of the March 27, 2018, community-to-community forum which welcomed over 100 participants from around the Alberni Valley. The forum followed the World Café model and invited feedback on ten questions regarding reconciliation (see pages 20-21 of the attached report for details.) The information received at that event was integral to the formations of the Committee's 27 recommendations (see pages 22-24 of the attached report for details.)

The recommendations, once developed, were broken down into nine categories:

- Cityscapes
- Government relations
- Education
- Events
- Partnerships
- Language
- Urban First Nations
- The next generation
- Other

Certain recommendations contained in the report can be implemented immediately, while others will take careful consideration, strategic planning and additional work with partners to be successful.

Recommendation:

That the report from the Communications Manager dated July 16, 2019 be received.

That Council for the City of Port Alberni receive the report dated July 2019 from the Reconciliation Committee and direct City staff to provide a report(s) on implementation of the recommendations in conjunction with the City's upcoming Strategic Plan.

Respectfully submitted,

A handwritten signature in black ink that reads "Alicia Puusepp". The signature is written in a cursive, flowing style.

Alicia Puusepp
Communications Manager

Attachment 1 – Reconciliation Report – July 2019



JULY 2019

RECONCILIATION REPORT



CITY OF
PORT ALBERNI



hupacasath
First Nation



Tseshaht First Nation
[cišəwəh]

REGULAR COUNCIL AGENDA JULY 22, 2019

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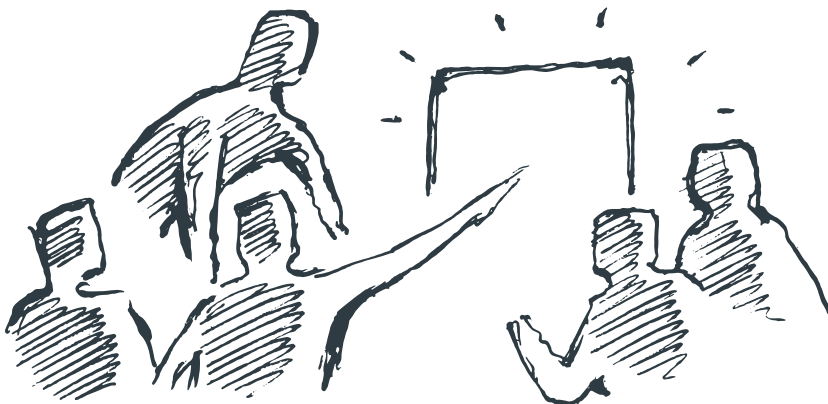
Background

In 2017, discussion began at a local level around the issue of reconciliation in Port Alberni following a walk for reconciliation on March 27. By September of that year, the City of Port Alberni (the City) formed a committee and work began to establish a path toward reconciliation between the City, Tseshah First Nation and Hupačasath First Nation.

The Committee is made up of two representatives from Tseshah, two from Hupačasath, one from City Council, and three from the community at large. To date, the Reconciliation Committee has met 17 times since its inaugural meeting on November 30, 2017.

OBJECTIVE

The objective of this report is to provide council, its partners at Tseshah and Hupačasath, and the general public an overview of the progress of the committee to date and recommended next steps in the local reconciliation process.



History

FIRST NATIONS

The city of Port Alberni is located within the traditional unceded territories of the *číšaaʔaṭh* (sis sha ahtah – Tseshaht) and the *Hupačasath* First Nation.

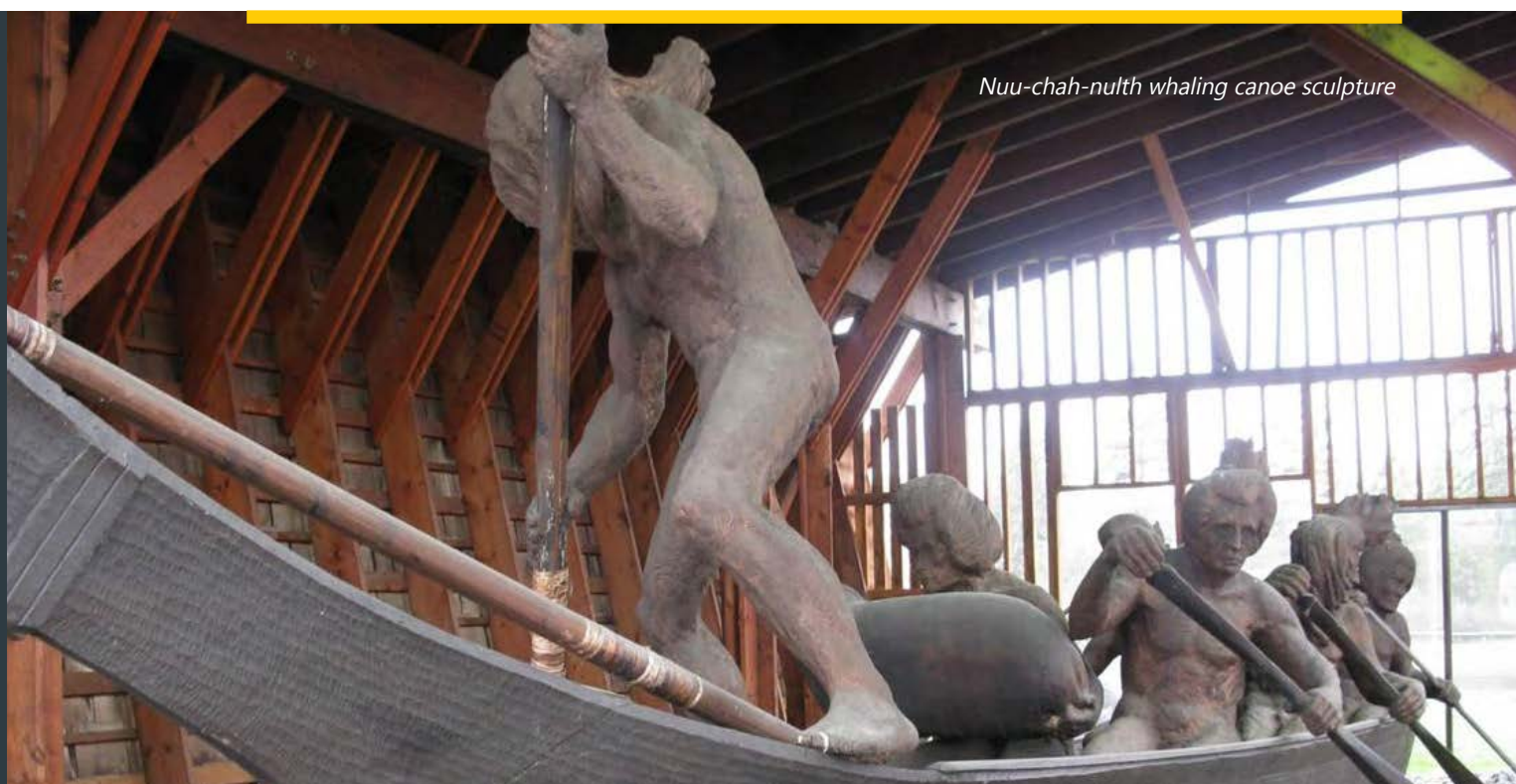
Both nations are members of the *Nuučaañuṭ* (Nuu-chah-nulth Nations), which consists of 14 nations located on western Vancouver Island. Originally known by Europeans as the Nootka people, the Nuu-chah-nulth are all people of the land and sea.

Tseshaht translates into “people of a rancid smelly place.” It is believed this name is a reflection of their history as great whalers and, as a result their village reeked of whale oil, which some considered a good thing as it tended to signify wealth. Tseshaht is made up of five tribes. The Nation’s birthplace is believed to be Benson Island, the furthest west of the islands now referred to as the Broken Group of Islands.

Tseshaht members reside mainly on the west side of the Somass River, on Tsehaheh Reserve, where they have their administration office, long house, a number of businesses, and an elementary school. Tseshaht families also live at Polly’s Point (Tee-pis) on the shore of the Alberni Inlet.

Hupačasath is believed to mean “people residing above water.” It is made up of three distinct tribes; the *Muh-uulth-aht*, *Kleh-koot-aht* and *Cuu-ma-as-aht* (Ahahswinis) and resided in different parts of the territory. The three tribes amalgamated just prior to the arrival of European settlers. It is believed this was done in order to defend their territory from encroachment by other First Nations.

Hupačasath members reside primarily on Ahahswinis Reserve where their administration building, House of



Nuuchah-nulth whaling canoe sculpture



Alberni's first council (1912)
Photo credit: Alberni Valley Museum

Gathering, and a number of businesses are located. There is also a significant residential presence at Klehkoot along the banks of the Sproat River.

Today most of the two Nations' members call the Alberni Valley home, although traditionally their territory was spread out all the way down the Alberni Inlet and into the Barclay Sound.

In pre-contact and early post-contact times, the Nuu-chah-nulth people were significantly greater in numbers. Warring and outbreaks of diseases believed to have come with European traders, such as small pox, decreased the Nuu-chah-nulth population. It is estimated that as high as 90 per cent of Nuu-chah-nulth people died as a result of outbreaks by the 1830s.

First contact with European explorers and traders is believed to have occurred in the early 1700s when Russian and Spanish ships visited the area. In 1778 James Cook visited Nuu-chah-nulth territory in search of a western entrance to the much sought-after Northwest Passage between Europe and Asia. Cook's expedition traded furs with Mowachaht/Muchalaht people in what became known as Friendly Cove on Nootka Island. Those furs were resold for immense profit, thus triggering a fur trade industry in

Nuu-chah-nulth territory that brought European and American traders to the coast.

In 1860 Captain Stamp arrived in the Alberni Harbour. He purchased access rights to land and timber for the purpose of building and operating a sawmill; the first sawmill on the coast purpose-built for export. After a brief attempt to negotiate for a prime location on which a Tseshah village was located, Captain Stamp forced the Tseshah from that site under threat of violence. European occupancy in the Alberni Valley continued from that point, as did the practices of resource extraction and displacement of Tseshah and Hupačasath people from their land onto reserves designated by Canada's Indian Agents.

First Indian Residential School built in Alberni
Photo credit: Alberni Valley Museum





*Indian Residential School
students at Alberni*

Photo credit: Alberni Valley Museum

Through the late 1800s, while the Alberni Valley experienced continued expansion of European presence and settlement, the Canadian government began to take measures that would change the lives of First Nations inhabitants. Residential schools were built, First Nations children were removed from their homes, and housed in centrally located residential schools.

In 1892, the Alberni Indian Residential School (AIRS) opened, originally known as the Alberni Girls' Home until 1899 when it was renamed. It served initially as a school for children primarily from Tseshaht and Hupačasath communities. Eventually the school grew and included children from other First Nations around the province.

Located on the west bank of the Somass River on the Tsehaheh Reserve, the school was managed by the Women's Foreign Mission Society of the Presbyterian Church and the United Church of Canada. Later management and operation of the school was taken over by the Department of Indian Affairs. In 1967, the school became known as the Alberni Indian Student Residence. The school remained open until 1973.

Although originally occupied by mostly local First Nations children, in 1948 the residential

school opened a day school for children from Tseshaht and Hupačasath. This made room at the residential school for children from reserves around the province. By 1950, students from Tseshaht and Hupačasath began attending the provincial school in Port Alberni.

Although the 1950s saw an integration of school-aged children in the Alberni Valley, communities within the Alberni Valley remained quite independent of each other. This was especially true in terms of the divide between indigenous and non-indigenous communities. Through the ensuing years, efforts have been made to reverse the damage that was done by the residential school system, and through the years the communities of the Alberni Valley have come together as neighbours. The Reconciliation Committee was formed in the spirit of moving beyond being neighbours in the same valley and toward being a more integrated, inclusive community.



EUROPEAN SETTLERS

The influence of the early presence of Spanish explorers on the coast is evident in the proliferation of Spanish place names within Nuu-chah-nulth territory. The name “Alberni” was derived from Captain Don Pedro de Alberni, a Spanish officer who commanded Fort San Miguel at Nootka Sound on the west coast of Vancouver Island between 1790 and 1792. As European activities turned from trading to resource extraction, European settlement increased. A European community sprung up in the Alberni Valley. In 1912, the City of Port Alberni was incorporated,

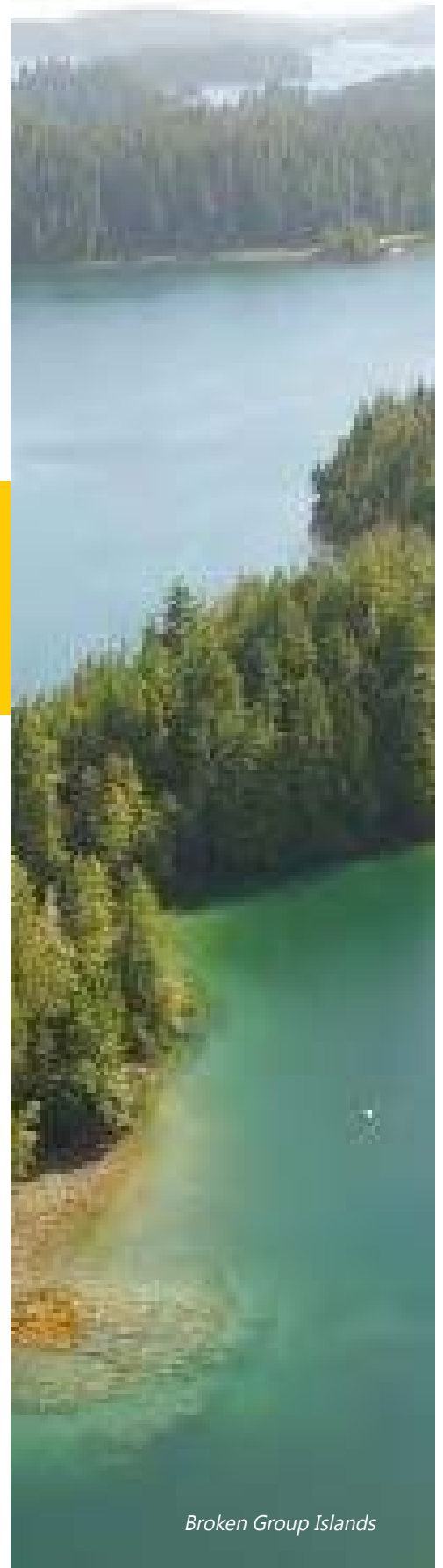
“ The Reconciliation Committee was formed in the spirit of moving beyond being neighbours in the same valley and toward being a more integrated, inclusive community.”

and in 1913 the City of Alberni was incorporated. Significant early settlement also occurred in the rural areas of the Alberni Valley.

The arrival of the Esquimalt and Nanaimo Railway brought many changes to the Valley. The railway opened the door for effective and timely overland travel and trade out of the valley. The trans-pacific telegraph cable terminating at Bamfield, and later in Port Alberni, also contributed to urban growth and development. The Alberni Valley became a hub for mining, fishing, and forestry. That activity largely bypassed Tseshaht and Hupačasath people, and contributed to their further displacement from their lands and traditional way of life.

In 1964, a tsunami struck Nuu-chah-nulth coastal areas, resulting in significant damage in low-lying areas of the Alberni Valley. The tsunami provided the impetus for the ongoing discussion of amalgamation of the Cities of Alberni and Port Alberni. In 1967 the two cities were merged into one.

Today the broader Alberni Valley community of approximately 30,000 people is made up of the City of Port Alberni, regional areas known as Cherry Creek, Sproat Lake, Beaver Creek and Beaufort, as well as the Tseshaht and Hupačasath communities.



Broken Group Islands

National and International Efforts

UNDRIP

The *United Nations Declaration on the Rights of Indigenous Peoples* (UNDRIP) was adopted by the UN in September 2007. Its goal was to protect the collective rights of Indigenous People that might not be covered under other human rights charters that address only rights of the individual. A report, the *"Study of the Problem of Discrimination against Indigenous Populations,"* released in 1982 by the UN Special Rapporteur of the Subcommission on the Prevention of Discrimination and Protection of Minorities started the ball rolling for UNDRIP. From its findings the Working Group on Indigenous Populations was formed. By 1985 this group had begun to draft a declaration of Indigenous Rights.

In general terms, UNDRIP is a non-legally binding declaration designed to outline how Indigenous Peoples should be treated. It protects their traditions, culture, and language, and prohibits any form of discriminations against them. After almost 25 years, in 2007 the draft was approved by the majority of the UN General Assembly. Canada was one of four countries that did not sign. The others were Australia, New Zealand, and the US. Each had concerns around the amount of autonomy recognized for Indigenous peoples. They also believed that they already upheld human rights for all people. By 2010, these four countries reversed their position and supported UNDRIP.

In Canada's statement of support issued in 2010 it said, "The Government's vision is a future in which Aboriginal families and communities are healthy, safe, self-sufficient and prosperous within a Canada where people make their own decisions, manage their own affairs and make strong contributions to the country as a whole." It went on to say, "In endorsing the Declaration, Canada reaffirms its commitment to build on a positive and productive relationship with First Nations, Inuit, and Métis peoples to improve the well-being of Aboriginal Canadians, based on our shared history, respect, and a desire to move forward together."

According to the declaration it is a "document that describes both individual and collective rights of Indigenous peoples around the world". It offers guidance on cooperative relationships with Indigenous peoples to states, the United Nations, and other international organizations based on the principles of equality, partnership, good faith and mutual respect. It addresses the rights of Indigenous peoples on issues such as: culture, identity, religion, language, health, education, and community.

The declaration is made up of 46 articles. To look at the full declaration, go to www.un.org.



Flags flying at City Hall.

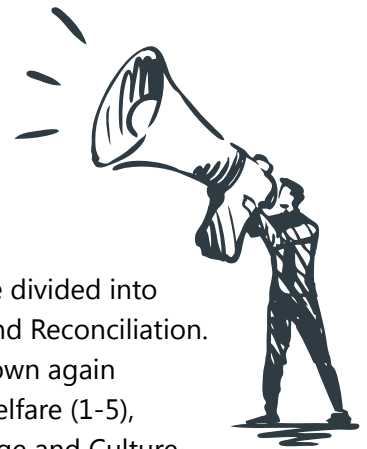
CALLS TO ACTION

Between 2007 and 2015, the Government of Canada established the Truth and Reconciliation Commission (TRC) of Canada to facilitate reconciliation among former students, their families, their communities, and all Canadians. It was an opportunity to begin their healing journey, and part of that involved participating in the Truth and Reconciliation Hearings. The TRC travelled across the country for six years and heard from more than 6,500 witnesses. They also hosted educational events and opportunities to honour and share the stories and experiences of former students.

In 2015, the TRC presented a report on its findings and released 94 recommendations, or what they referred to as their “calls for action.”

The 94 Calls to Action are divided into two categories: Legacy and Reconciliation. These are then broken down again into six sections: Child Welfare (1-5), Education (6-12), Language and Culture (13-17), Health (18-24), Justice (25-42), and Reconciliation (43-94). According to the CBC’s Beyond 94 in-depth research, 70 of the 94 items are in progress with projects underway. They broke it down into 32 not started, 33 in progress – projects proposed, 19 in progress – projects underway, and 10 complete.

The full report on the Truth and Reconciliation Commission of Canada: Calls to Action is available online at nctr.ca.



SOME OF THE KEY RECOMMENDATIONS INCLUDE

All levels of government
adopt and implement
the United Nations Declaration on the Rights
of Indigenous Peoples as the framework for
reconciliation

The Federal
Government **launch**
a national inquiry
into the missing and
murdered aboriginal
women

The Federal
Government
enact the
Aboriginal
Language Act

The Federal
Government
create a
national
holiday

to remember
and honour the
survivors of
residential schools,
their families,
and communities

Canada will, in
consultation with
Aboriginal groups,
establish a
National Council
for Reconciliation

All levels of government
acknowledge that the
current state of Aboriginal
health in Canada is a
direct result of previous
Canadian government

The Federal
Government **draft**
a new Aboriginal
legislation that will
include a commitment
to sufficient funding

All levels of government
commit to offering opportunities
for people to be educated on the history that lead
up to the TRC final report

All levels of government
commit to offering
opportunities for
people to be educated on
the history that lead up
to the TRC final report

Reconciliation Committee

BACKGROUND

Reconciliation talks began in the Alberni Valley following the outcome of the Truth and Reconciliation Commission's report in 2015. The 94 Calls to Action released by the commission encouraged all levels of government to work together. This report inspired elected officials across Canada to begin working on repairing the scars of the past to create a future where provincial, federal, and municipal governments work side-by-side with First Nations communities.

On March 27, 2017, the broader community of the Alberni Valley took a significant step toward reconciliation. On that day, more than 200 people from all different backgrounds gathered for a walk for reconciliation. It was an opportunity to come together to demonstrate a collective desire for change in the Valley. The walk concluded at City Hall, where an inspiring rally was followed by a joint delegation to Port Alberni City Council. The delegation encouraged Council to:

- engage in building stronger relationships between Indigenous and non-Indigenous governments;
- fully adopt UNDRIP as a framework for reconciliation;
- implement the TRC Calls to Action; and
- acknowledge that the City of Port Alberni is on the unceded territories of Hupačasath and Tseshaht First Nations at the start of council meetings and events.

City Council saw reconciliation as an important step for the community of Port Alberni. Located on the unceded territories of Hupačasath and Tseshaht First Nations, it is also home to the head office of the Nuu-chah-nulth Tribal Council, which

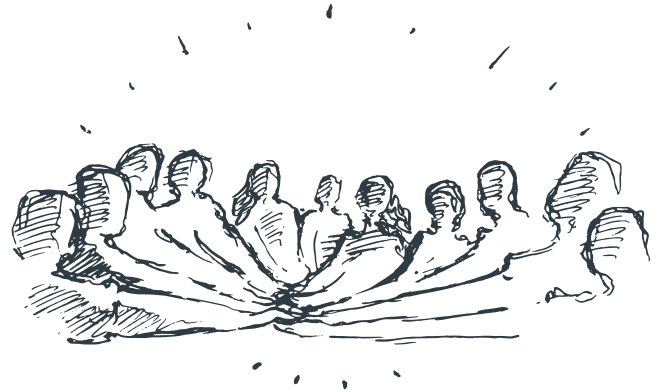


Reconciliation Walk
Photo credit: AV News

carries out different services for its 14 member nations. Many of Port Alberni citizens are also First Nations members, and the community serves as a hub for a number of First Nations administration, education, and commercial offices.

The reconciliation walk was successful in acting as a catalyst for change in Port Alberni. From that initial meeting, the City has taken steps toward reconciliation with local First Nations and First Nation citizens.

Council adopted the Reconciliation Committee draft terms of reference on July 10, 2017, and put a call out for members of the committee. On September 18, 2017, Council announced the members of the committee.



The committee was comprised of then City Councillor Sharie Minions representing City Council, two Hupačasath members, two Tseshaht members, and three residents from the Alberni Valley, appointed by City Council.

The purpose of the committee is to “investigate practical actions for the City and the community to help foster reconciliation between indigenous and non-indigenous peoples.” The committee met for the first time on November 30, 2017, and has since met 17 times.

“ The committee was comprised of then City Councillor Sharie Minions representing City Council, two Hupačasath members, two Tseshaht members, and three residents from the Alberni Valley, appointed by City Council.”



Reconciliation Forum
Photo credit: AV News

COMMITTEE MEMBERS

ANN ROBINSON

COMMITTEE MEMBER

Ann Robinson is a member of Tseshaht First Nation, and is the fourth eldest daughter of Kathy and Doug Robinson. Ann was born and raised in the Alberni Valley, but left the community for a short time. Eventually she got married and returned to live with her husband, Keith Hunter, on the Tsehaheh Reserve.

“ In order to change, all of us have to change... it is not just the obligation of the political bodies, it's up to all of us.”

Ann is an active member of her tribe, volunteering on the treaty team when it was active and numerous other committees.

Through the years, Ann has work at a number of places in Port Alberni, including stores, the museum, USMA, the Nuu-chah-nulth Tribal Council, and her Nation. She and her husband now own and operate First Nations Wildcrafters.

Ann represents Tseshaht on the Reconciliation Committee and was interested in getting involved because she grew up in the community and has been stereotyped as a teen, adult, and elder. “I want a different life for my grandchildren. I’m not afraid to say what needs to be said to create open, straight forward conversation.”

She said a lot of the work on the Reconciliation Committee comes down to respect and a willingness to work together around the table realizing that the truth is what needs to be said, but not in a hurtful way. Ann believes the committee is the foundation for change.

“In order to change, all of us have to change,” she said. “It is not just the obligation of the political bodies, it's up



to all of us.” She added that elected officials must find a way to implement those changes because it has to be more than just talk.

Reconciliation has to be rooted in honesty and there must be a willingness to see the problem and move towards healing. She said it is easy to get held up by policy and forget that people have to be part of reconciliation so that the whole community benefits and heals.

Ann acknowledges that there are many challenges, and there is nothing wrong with that. The biggest of these is that there is so much fear and uncertainty that comes along with change. It is essential in Ann’s eyes to have a plan that involves the people who live in the Alberni Valley, because everyone has a voice that needs to be heard.





“A ridiculous amount of time is wasted on both sides to put each other down.”

BRANDY LAUDER

COMMITTEE MEMBER

Brandy Lauder is a Hupačasath First Nation member and elected councillor. She was born in Port Alberni and grew up in the Alberni Valley. She is in her second term as an elected councillor for her nation.

Brandy also works for her nation at the office as a computer mapper (GIS). In addition to this, she also does archaeology and anthropology. When she is not exploring those passions, she enjoys being

outdoors camping, hunting, and fishing. Brandy also enjoys exploring her creative side by sewing, drawing, painting, carving, knitting, and doing embroidery. All of her life she has taken part in traditional activities, such as dancing, bark stripping, and collecting berries and medicines. She also likes to learn new things and is always up for a challenge.

Brandy was appointed to the Reconciliation Committee by Hupačasath's elected council. She is glad to serve on the committee, and sees its importance.

Being raised on reserve, Brandy has seen racism from both sides – natives hating non-natives, and non-natives hating natives.

“A ridiculous amount of time is wasted on both sides to put each other down,” she said.

She believes that reconciliation is the amalgamation of both people together. This can be done by working together and sharing through language and songs. She also believes both sides must recognize each other's differences and respect each other.

Brandy believes the Reconciliation Committee faces two major obstacles – fear and racism.



Hupačasath Welcome Figures in Spring
Photo credit: Erica Watson

CYNTHIA DICK

COMMITTEE CO-CHAIR

Cynthia Dick is a proud member of Tseshaht First Nation and elected councillor for her tribe. In 2016, she was appointed by council to sit as the Nation's Chief Councillor. In addition to representing her Nation as co-chair of the Reconciliation Committee, she was appointed to the Board of Directors for the Port Alberni Port Authority and sits as a director for the Bread of Life.

“Reconciliation is us doing our part to leave a good path for our children. It is creating the space for everyone to feel safe, feel heard and supported to their fullest potential.”

Cynthia grew up in the Tseshaht community and is the mother of a young daughter, Arianna. She says her daughter is her motivation to make the world a better place. Cynthia is passionate about working for her community and giving back where she can. In her spare time, she enjoys time with her family, travelling, hiking, and being on the water.

Growing up in the Alberni Valley, Cynthia could see misinformation and misguided beliefs and attitudes exist when it comes to Indigenous people. She completed her Bachelor of Arts from Vancouver Island University, majoring in Sociology and minoring in Psychology. It was then she realized those misconceptions were common everywhere. She then became passionate about creating social change for the betterment of communities and all people and living things.

For Cynthia, the teachings of the past and present are essential to reconciliation and creating stronger relationships with one another, with ourselves, and with the valley and all that inhabit it.



“Reconciliation is being able to put our best forward, together,” she said. “Reconciliation is us doing our part to leave a good path

for our children. It is creating the space for everyone to feel safe, feel heard and supported to their fullest potential.”

Cynthia says the Alberni Valley has so much potential but to reach it we must eliminate the division that exists and begin to work together collaboratively. Instead of letting our differences keep us apart, she believes we need to work together to see the commonalities and opportunity in each other.

For Cynthia, fear of change is one of the greatest challenges in the reconciliation process. However, with collaboration, understanding and acceptance, she believes we can work together to change for the better.



Administration Building, Tseshaht First Nation



“Port Alberni had existing political, legal, economic, and social systems prior to the assertion of the Crown's sovereignty. These systems were not disposed of by any acceptable means and, as such, still deserve our observance.”

IAN BENOIT

COMMITTEE MEMBER

In 2014, Ian Benoit moved to Port Alberni from Haida Gwaii, where he was born and raised. He lived for a short time in Victoria where he studied political science at the University of Victoria. He then received his Masters of Public Policy at Simon Fraser University. In 2012, his travels took him home to work as a policy analyst for the Council of the Haida Nation. His move to Port Alberni came when he got a similar position with Huu-ay-aht First Nations.

Ian is active in his community as a long-distance runner and hiker. He is a member of the Young Professionals of the Alberni Valley, the Alberni Valley Search and Rescue Squad, and the Sproat Lake Volunteer Fire Department.

Ian believes Port Alberni is a community that struggles with poverty and associated social problems. He sees the Reconciliation Committee as having an important part to play in reducing the inequalities between First Nations populations and the general population.

It can also improve the well-being of people in the community who need it most.

Through his work experience and education, Ian brings a combination of academic and real-world experience engaged in issues relevant to reconciliation.

“I see reconciliation as a mutually accepted remedy to the problems created by the imposition of colonial order of law,” he explains. “Port Alberni had existing political, legal, economic, and social systems prior to the assertion of the Crown's sovereignty. These systems were not disposed of by any acceptable means and, as such, still deserve our observance.”

He believes that, in an absolute sense, reconciliation would involve the restoration of past systems in such a way that it respects the well-being of all people who call the Alberni Valley home. In a practical sense it is more unknown because this has never been accomplished. In Port Alberni, Ian believes to make practical and meaningful progress the City must make concerted efforts to receive the consent of First Nations with respect to decisions affecting their asserted interests.

Given that so many First Nations people call Port Alberni home, the City must be acutely sensitive to their rights.

JIM TATOOSH

COMMITTEE MEMBER

Jim Tatoosh is a member of Hupačasath First Nation. He grew up in the Alberni Valley and has always dedicated his time to making his community a better place to live. Jim is in his fourth term on council for his nation.

“The members of my Nation think it's important so I go out of my way to make it better for others through the committee's work.”

Jim worked at the pulp mill in Port Alberni, now Catalyst, from the time he graduated from university to his retirement in 2008. He enjoyed his 29 years at the mill, but was glad when the time to retire came. He is now living with his partner in Parksville and travels to Port Alberni for council business from Monday to Thursday.

He enjoys serving his community on council and says he definitely does not do it for the money but for the contribution he is making. This is one reason he was



happy to be appointed to the Reconciliation Committee by his Nation.

“I think reconciliation it going to take a long time,” Jim said. “The members of my Nation think it's important so I go out of my way to make it better for others through the committee's work.”

By bringing his viewpoint to the committee, he makes it more diverse. By asking the tough questions, it helps bring information to light that, in the end, will help others process what a huge task lies ahead.

Jim has a strong hope that things will get better and sees a lot of positive things coming out of the work that is being done on reconciliation. He believes the big picture is that people are working hard together to get there, and they must continue on.

He thinks education is the key, but also one of the most challenging aspects of reconciliation. By ensuring people with the wrong information or attitude are educated things will change.

Jim is proud of the work the reconciliation committee has taken on to date, and he looks forward to the day when all three communities are working together for real change.



Hupačasath Welcome Figures



“My years on council have taught me a lot about working with people who have varied backgrounds. It has taught me it's important to listen and learn first, then form opinions and try to bring the group to consensus through conversation.”

SHARIE MINIONS

COMMITTEE CO-CHAIR

Sharie Minions grew up in Port Alberni and is now raising her own family here with her husband Colin. She is a politician, mortgage broker, and restaurant owner, and any spare moment she spends with her children.

Sharie is Port Alberni's current mayor, but she was appointed to the Reconciliation in her first term as a city councillor. Although she was nervous about the opportunity, she was also excited.

"I've always enjoyed learning about First Nations and thought this would be a great opportunity," she said. "My years on council have taught me a lot about working with people who have varied backgrounds. It has taught me it's important to listen and learn first, then form opinions and try to bring the group to consensus through conversation."

This was a quality she would use on the committee as in the first meeting she was elected co-chair, along with Cynthia Dick.

Sharie sees relationships as the key to reconciliation. She believes governments can reconcile by genuinely changing the way they work together. This involves taking in each other's input at an early stage and building plans together, while building relationships and friendships. If this is successful, it creates open dialogue and each party can call on the other when they have questions or concerns.

Sharie believes that the Reconciliation Committee is important and thinks there is a huge opportunity to define Port Alberni as a community through the diverse culture backgrounds. By working together, the Alberni Valley can showcase its differences and be proud. In order to do that, relationships must be built and reconciliation must happen first.

She believes it is a challenging process because it is so personal to the people involved in the committee, and they all genuinely care about the results and process. She is thankful that after a few meetings the committee took the time to talk and get to know each other. This allowed them to recognize the commonalities in their values. After that they started working more efficiently together. Sharie thinks it will always be a tough process, but getting to know each other is key.

SHEENA FALCONER

COMMITTEE MEMBER

Sheena Falconer has lived in Port Alberni for more than 20 years. She has raised her children and is now enjoying her time as a grandmother.



“ I struggle with the term reconciliation... As I don't think it speaks clearly to what we are trying to achieve.”

Since coming to Port Alberni, Sheena has become involved with many groups and organizations that are working to improve quality of life in the Alberni Valley. This includes work in environmental restoration, and volunteering with the Alberni Valley Hospice Society, and McLean Mill.

When Sheena saw that the City was forming a Reconciliation Committee, she wanted to get involved. She believes the Reconciliation Committee is important because it will bring the community together in a meaningful way.

Through her career and work life, Sheena has gained experience working with all kinds of people with different backgrounds. By working together with

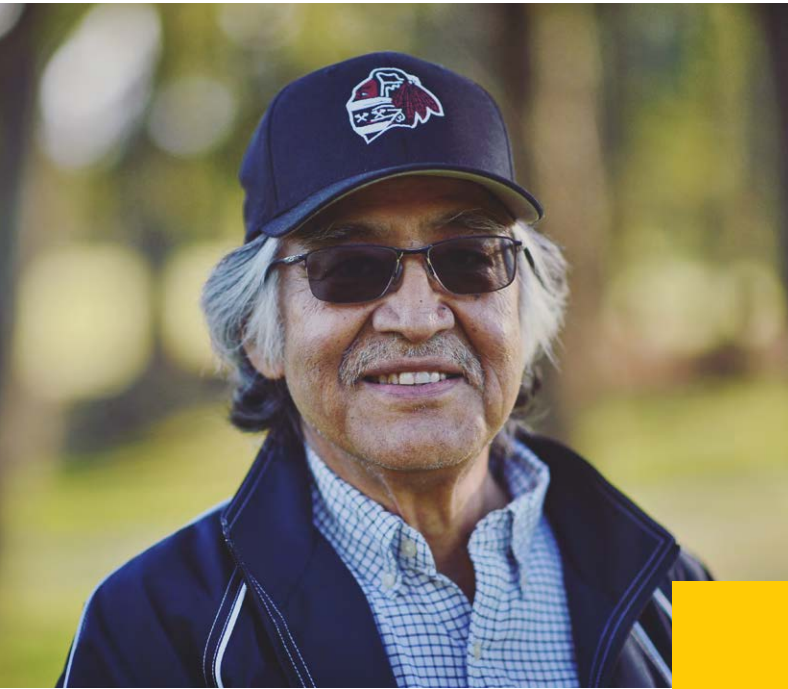
various stakeholders, she has gained an understanding of the importance of differing points of view. She points out that the key is working as a team while still respecting the different opinions and perspectives others bring.

Although she sees reconciliation as an important step for Port Alberni to take, she has a hard time defining it. “I struggle with the term reconciliation,” she said. “I don't think it speaks clearly to what we are trying to achieve.”

Sheena thinks reconciliation in Port Alberni is evolving and changing, and is passionate about that journey and what it could do for the community.



Photo credit: AV News



“ I understand the effects on our First Nations people who do not live in their home villages.”

WALLY SAMUEL

COMMITTEE MEMBER

Wally Samuel is a member of Ahousaht First Nation, the largest of the Nuu-chah-nulth nations.

In 1966, Wally moved to Port Alberni where he continues to be an active volunteer in community activities and youth sports, including activities that promote Ahousaht culture.

Although he has called the city of Port Alberni home for more than 50 years, it has not always been an easy experience. Wally is a residential school survivor. He has lived and experienced the effects of government policy and residential school.

As a visible First Nations person, he has experienced the racism and prejudices often shown to First Nations people. He has also experienced and witnessed the stereotyping that First Nations people face on a daily basis. It is this understanding that made him want to volunteer for the Reconciliation Committee.

Through his experiences, he became interested in helping others. For 25 years, until his retirement, Wally has worked for First Nations organizations in community programming, advocating for Indigenous people locally, as well as provincially and federally.

“I have lived and experienced the strife, suffering, and trauma of First Nations people,” he said. “I understand the effects on our First Nations people who do not live in their home villages.”

He believes that understanding is what he brings to the Reconciliation Committee, and it is the main reason he wanted to get involved. He wants people in this community to have a better respect and appreciation of each other’s history.

By respecting and understanding each other, Wally thinks Port Alberni will be a more productive and thriving city. But he believes that also is what makes the goals of the Reconciliation Committee challenging.

Progress to Date

The Reconciliation Committee is a select committee of Port Alberni City Council. It is appointed for the purpose of investigating practical actions for the City and the community to help foster reconciliation between indigenous and non-indigenous people.

Once the committee members were selected, the group set out to establish the needs of the community.

In 2018, the City was successful in receiving a grant from the Union of BC Municipalities (UBCM). The grant money was used to host a community forum planned for March 27, 2018, the anniversary of the walk for reconciliation, and focused on furthering reconciliation efforts and cultivating cross-cultural awareness in Port Alberni.

The event was successful, attracting 112 people. It was a diverse crowd made up of valley residents, local First Nations, City staff and elected officials. The World Café model was used to gather feedback from the participants to better inform the committee's approach. The World Café involved a series of conversations around ten facilitated questions with shifting groups of people, allowing participants to choose the topics that mattered most to them. The questions were:

- What does reconciliation mean to you?
- What can the community do to advance reconciliation in Port Alberni?

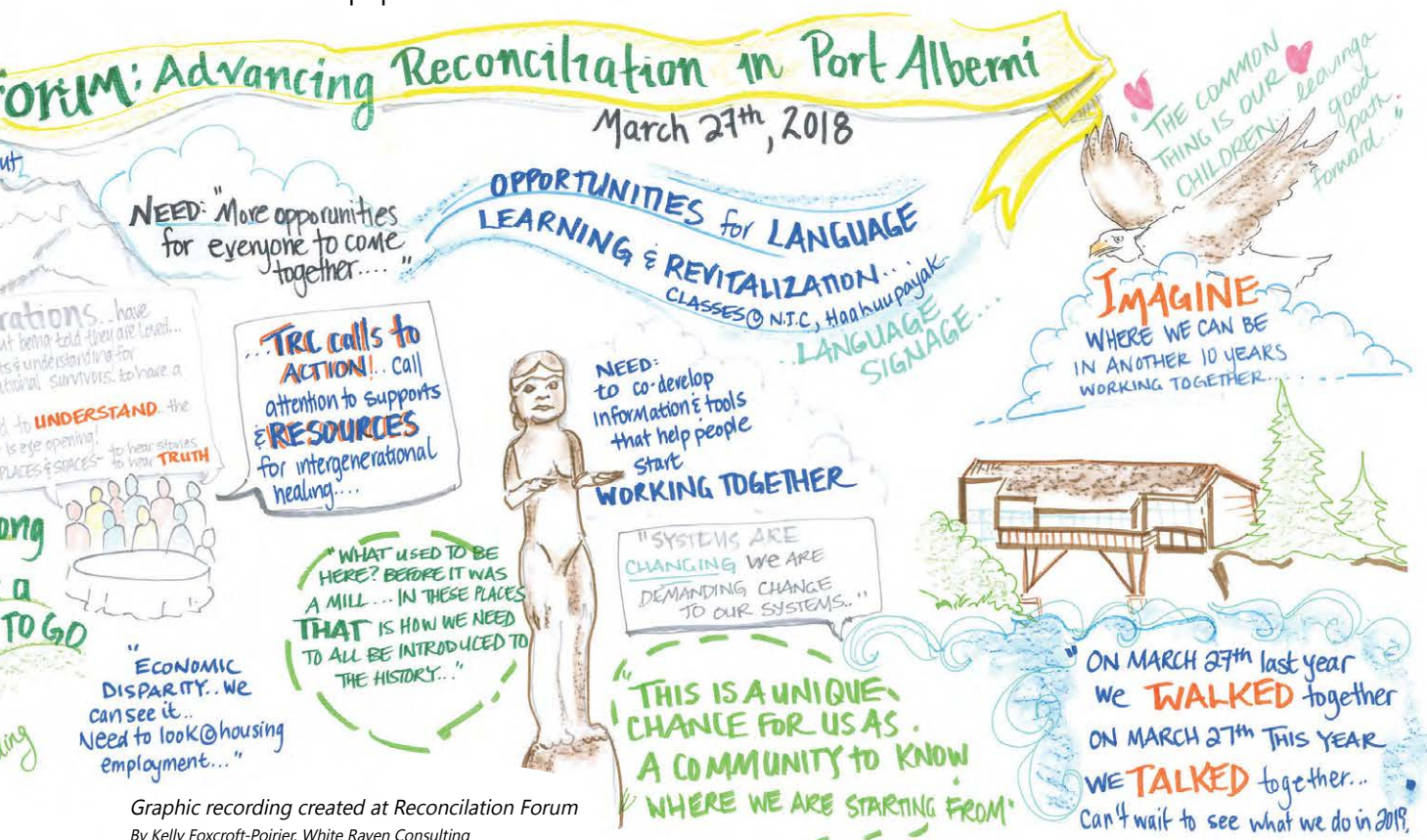


- What do you know about the Truth and Reconciliation Calls to Action and Declaration on the Rights of Indigenous Peoples, and how could we better educate people on these two documents?
- What does Port Alberni look like as a more reconciled community?
- What would you like to see the City of Port Alberni, Tseshaht First Nation, and Hupačasath First Nation do to further reconciliation in Port Alberni?
- What do you know about the Reconciliation Committee and its work, and do you have any suggestions for the committee going forward?
- What are some reconciliation success stories you've heard?
- What does reconciliation look like in the urban First Nations population?

- What are some of the positive things happening in our community?
- Who needs to be part of the reconciliation discussions?

As a result of that forum, the Advancing Reconciliation in Port Alberni document was created to summarize the information gathered from the ten tabletop discussions. The full report can be found at www.portalberni.ca by searching "reconciliation."

The information received that night was integral in the formation of the Committee's 27 recommendations. These recommendations were broken down into nine categories, including cityscapes, government relations, education, events, partnerships, languages, urban First Nations, other, and the next generation.



The information received that night was integral in the formation of the Committee's 27 recommendations. These recommendations were broken down into nine categories; cityscapes, government relations, education, events, partnerships, languages, urban First Nations, other, and the next generation.

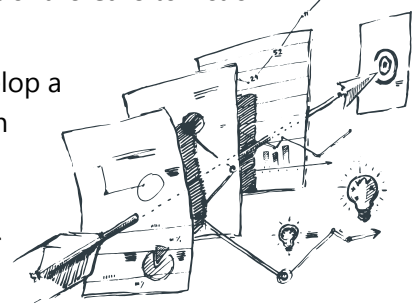


CITYSCAPES

- The City of Port Alberni will redesign its logo to incorporate First Nation elements
- Within the city, add First Nations words and names to numbered streets and other destinations, locations, and structures. In planning, include First Nations words and names on the City's Approved Street Names list.
- Two new flag poles will be installed at City Hall to fly the flags of Tseshaht and Hupačasath. Until they are available, ensure that the flags of both nations are flown at City Hall on National Indigenous Peoples Day.

GOVERNMENT RELATION

- Create a working group with the Alberni-Clayoquot Regional District, the City of Port Alberni, Hupačasath, and Tseshaht with the terms of reference to aid government-to-government relations.
- Encourage diversity by engaging and encouraging First Nations people to get involved in local politics, seek political office or join various committees. This could be done by sending expressions of interest notices to First Nations offices in the area for consideration.
- Develop a reconciliation protocol to guide collaborative processes between Hupačasath, Tseshaht, and the City.
- Develop a process to enable joint grant funding opportunities.
- Review community-to-community funding opportunities for the development of a quadripartite agreement between the City, Hupačasath, Tseshaht, and the Friendship Center.
- Undergo a review of the City's policies and procedures to ensure they reflect the intent of UNDRIP and the TRC Calls to Action.
- In its next Strategic Plan, the City will seek to include the intent of the Calls to Action and UNDRIP.
- The City will develop a policy to establish a government-to-government process for major projects.



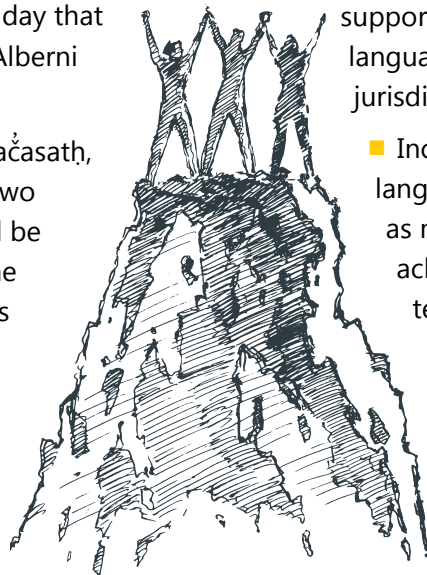
EDUCATION

- The City will help make educational opportunities available in the community that will inform people on the history of local First Nations. Funding should be available through grants as it is meeting the recommendations of UNDRIP and the Calls to Action.



EVENTS

- Hold a KAIROS Blanket Exercise for City staff and councillors. This is a participatory history lesson. Developed in collaboration with First Nations elders, knowledge keepers, and educators, it is designed to “foster truth, understanding, respect, and reconciliation among Indigenous and non-Indigenous people”.
- Promote First Nations events on social media and within the city. This can be such things as Orange Shirt Day or National Indigenous Peoples Day.
- Proclaim that March 27 will be a day that recognizes reconciliation in the Alberni Valley.
- Annually the City, Tseshaht, Hupačasath, and the Friendship Center hold two joint community events. One will be a reconciliation workshop and the other a celebration. These parties will also host a joint screening event of the First Nations series at the Paramount Theatre with support from other organizations.



PARTNERSHIPS

- Compile a report identifying obstacles that create inequality in the opportunities for First Nations employment in the workplace.
- Identify a means to increase employment opportunities for First Nation people in the City and community.

LANGUAGES

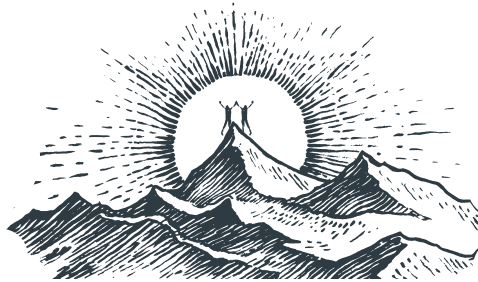
- Draft a letter endorsed by the City, Tseshaht, Hupačasath, and the Friendship Center that contains recommendations on how to further support approaches for teaching traditional languages within Port Alberni's educational jurisdiction.
- Incorporate the Nuuchahnulth language into Council meetings, such as making it part of the welcome and acknowledgements of traditional territories.
- Educate the public on the original First Nations names for common places around the Alberni Valley.

URBAN FIRST NATIONS

- The committee lobbies to improve access to services for First Nations living away from their traditional territory.

OTHER

- Commission a joint public art piece that represents the City, Tseshaht, Hupačasath, and the Friendship Center.
- The City will seek funding opportunities to hire a person dedicated to leading reconciliation actions, events, and initiatives in the community.
- The City will create a program, similar to the Community



Investment Program (CIP), for reconciliation events or that a dollar amount from the CIP is dedicated to reconciliation.

- That the City embeds funding in their annual budget for reconciliation.

THE NEXT GENERATION

- The Reconciliation Committee recommend that the City, Tseshaht, Hupačasath, and the board of the Friendship Center support the creation of a new committee similar to the current one with the intention of fostering and advancing reconciliation between Indigenous and non-indigenous people in the Alberni Valley.



Woven basket

Photo credit: Alberni Valley Museum

RESERVED FOR
"NEXT STEPS"

RESERVED FOR
"NEXT STEPS"

Reference Materials

ONLINE RESOURCES

www.portalberni.ca/reconciliation-committee
www.un.org
www.trc.ca
www.hupacasath.ca
www.tseshaht.com
www.pafriendshipcenter.com
www.nuuchahnulth.org
www.nationaltoday.com/national-aboriginal-day

GRANT OPPORTUNITIES

www.ubcm.ca/EN/main/funding/lgps/community-to-community-forum.html

www.ubcm.ca/assets/Funding~Programs/LGPS/UCPR/ucpr-pilot-2019-program-guide.pdf

<https://fcm.ca/en/programs/first-nation-municipal-collaboration/community-economic-development-initiative>

KEY DOCUMENTS

The United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) is the framework for reconciliation for all sectors of Canadian society.

ELECTRONIC: Click [here](#) for the United Nations Declaration on the Rights of Indigenous Peoples [PDF].

PRINT: Visit www.un.org for the United Nations Declaration on the Rights of Indigenous Peoples.

Truth and Reconciliation Commission (TRC) of Canada: Calls to Action are an appeal to mobilize all levels of government, organizations and individuals to make concrete changes in society to advance reconciliation.

ELECTRONIC: Click [here](#) for the TRC Calls to Action [PDF].

PRINT: Visit www.trc.ca for the TRC Calls to Action.

To further reconciliation efforts and cultivate cross-cultural awareness in Port Alberni the committee hosted a community forum on March 27, 2018. The input provided at the event was compiled into a summary document which was used to develop the 27 recommendations put forward by the Reconciliation Committee.

ELECTRONIC: Click [here](#) for the forum's Summary of Input [PDF].

PRINT: Visit www.portalberni.ca/reconciliation-committee for the forum's Summary of Input.

The City conducts all of its business on the traditional unceded territories of Hupačasath First Nation and Tseshaht First Nation and gives thanks to the nations for that.

Kleco-kleco



CITY OF

PORT MOODY



hupačasath
First Nation



Tseshaht First Nation
[čišaaʔath]

REGULAR COUNCIL AGENDA JULY 22, 2019

**CITY CLERK'S DEPARTMENT
REPORT TO COUNCIL**

TO: Tim Pley, CAO
FROM: Davina Hartwell, City Clerk
COPIES TO: Mayor and Council
DATE: July 12, 2019

I concur, forward to next Regular
Council Meeting for Consideration:



Tim Pley, CAO

**SUBJECT: Cypress Rim Rock Gaming Centre – Permanent Change to Liquor Licence
Entertainment Endorsement**

The Rim Rock Gaming Centre (Cypress) at 4890 Cherry Creek Road is applying to the Liquor & Cannabis Regulation Branch (LCRB) for a permanent change to their food primary liquor licence for an entertainment endorsement in order to allow them to host events where guests can move about freely and dance at private functions. They propose live bands/musicians/DJs to provide music in the food primary licensed areas during events such as weddings, fundraisers, galas and other celebratory events.

As part of the process, Council is required to consider the application and either provide the Branch with a resolution including comments and a recommendation with respect to the licence application or “opt out” of the process in which case the LCRB will gather the views of residents and may request additional information from staff to determine if it would be in the public interest to approve the application.

Regulatory criteria the City must consider and comment on:

- a) Impact of noise on the community in the vicinity of the establishment
- b) The general impact on the community if the application is approved
- c) The views of the residents and a description of the method used to gather views;
- d) The local government's recommendations (including whether the application should be approved) and the reasons on which they are based.

Council went through a full public input process in November 2018 and supported Rim Rock Gaming Centre's application for a structural change to their liquor licence in order to allow patrons to walk throughout the facility with their beverages. No input from the public was received. The location of the establishment is somewhat removed from residential areas and is surrounded by a mix of Institutional, General Commercial and Light Industrial land uses.

The Rim Rock Gaming Centre has become a well-established destination over the 12+ years since its opening. Revenues from gaming supports local charities and the City's 10% annual share of slot machine revenues funds the McLean Mill operating contract, the Alberni Valley Chamber of Commerce Visitor Centre operating contract, the Community Investment Program with the remainder offsetting Economic Development operating expenses.

The facility is extremely well managed and provides an attractive pub/dining venue as well as offers the ability to host large scale events.

Recommendation:

In this instance staff recommends that Council "opt out" of commenting on the application.

That the report from the City Clerk dated July 12, 2019 be received, and Council for the City of Port Alberni not provide comment on the application from Cypress Rim Rock Gaming Centre to the Liquor & Cannabis Regulation Branch regarding the application for a permanent change to their Food Primary Licence for Patron Participation Entertainment Endorsement.

Respectfully submitted

Davina Hartwell
City Clerk

J:\Clerks\Liquor Licence & Cannabis Applications\Rim Rock Gaming Centre\2019 Entertainment Endorsement\Report To Council_Jul22.doc



July 9, 2019

To,

Davina Hartwell

City of Port Alberni

Letter of Intent for The Application For A Patron Participation Entertainment Endorsement

Chances Rim Rock Gaming Centre is seeking a Patron Participation Entertainment Endorsement on their Food primary licence. Chances Rim Rock would like to offer patrons the opportunity to dance at private events and functions and to dine and dance in the various food primary licensed areas in the establishment. The purpose for this Patron Participation Entertainment Endorsement is to allow the Gaming Centre to host events where guests can move about freely and dance at private functions. This will allow Chances Rim Rock to better serve its guests within the City of Port Alberni and tourists. The types of entertainment proposed are live bands/musicians/DJ's to provide music in the food primary licensed areas during events such as weddings, fundraisers, galas and other celebratory events.

Chances Rim Rock Gaming Centre does not foresee any adverse impact on the community with the addition of a Patron Participation Entertainment Endorsement. Indeed, it will have very positive impact as it will add additional event space within the City where event space is limited. The nature of the establishment is such that there should be no noise impact on the community and the establishment will not operate contrary to its primary purpose.

Sincerely,

A handwritten signature in black ink, appearing to read "Vishal Dewli", is written over a horizontal line.

Vishal Dewli

General Manager

Chances Rim Rock Centre

**ALBERNI VALLEY GAMING ASSOCIATION
DBA CHANCES RIMROCK GAMING CENTRE**

4890 CHERRY CREEK ROAD, PORT ALBERNI, BC, CANADA V9Y 8E9 P: 250.724.7600 F: 250.723.7766

MANAGED BY: 1015244 B.C. LTD. (A COLLISON GROUP COMPANY)
REGULAR COUNCIL AGENDA - JULY 22, 2019

City of Port Alberni	ALBERNI HARBOUR QUAY	Lease Agreement
<i>This lease is made pursuant to the Land Transfer Form Act</i>		

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

TENANT: Tseshah First Nation
5091 Tsuma-as Drive
Port Alberni, BC V9Y 8X9

1.0 GRANT:

- 1.1 The Landlord leases to the tenant the following property, ("the premises"):

Unit #14 – 5440 Argyle Street

2.0 TERM:

- 2.1 The term of this lease is for a two year term commencing August 1, 2019.

3.0 RENT:

- 3.1 The rent is \$299.22 per month, plus GST (\$17.95 per sq. ft X 200 sq. ft. per year), payable in advance on the first day of each and every month of the term. (It is understood that the rent includes an amount for taxes, the payment of which shall be made by the City, from this rental amount).
- 3.2 The rent shall increase on January 1st of each year at a rate equal to the percentage increase in the B.C. Consumer Price Index for all items for the twelve (12) month period running to October 1st of the preceding year.

4.0 PERMITTED USES:

- 4.1 The Tenant may use the premises only for the purpose of retail sale of arts and crafts, education and cultural displays.

5.0 TENANT'S COVENANTS:

The Tenant covenants as follows:

- 5.1 To pay rent.
- 5.2 To use the premises only for the purposes set forth in paragraph 4.1.
- 5.3 To maintain consistent open hours to the public generally as follows:

9:00 a.m. to 6:00 p.m. Tuesday to Saturday

- 5.4 To be open during special events on dates and during prescribed hours as determined by the Landlord who will provide 30 days' notice of such events via email.
- 5.5 The tenant acknowledges that during special events, the Quay may include pedestrian-only access with access for vehicle loading/unloading at specific times as determined by the Landlord.
- 5.6 To pay all water, electrical, gas, security alarm, telephone and other rates and charges imposed for services and utilities in respect of the premises.
- 5.7 To observe and comply with all laws, statutes, regulations, by-laws, rules and orders relating to the premises and the use or occupation thereof.
- 5.8 To indemnify and save harmless the Landlord from and against all claims and losses arising out of or in connection with any activities of the tenant, its servants, agents, contractors, or invitees.
- 5.9 The Tenant shall obtain and maintain for the Term, at its sole expense, comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage arising out of the Tenant's use and occupation of the Premises, in the amount of not less than \$2,000,000 per occurrence, all inclusive; and

Each insurance policy shall:

- (a) name the Landlord as an additional insured;
 - (b) be issued by an insurance company entitled under provincial law to carry on business in British Columbia;
 - (c) state that the policy;
 - (i) applies to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured; and,
 - (ii) cannot be cancelled, lapsed or materially changed without thirty (30) days written notice to the Landlord;
 - (d) be maintained for a period ending twelve months after this Lease is terminated;
 - (e) not include any deductible amount greater than \$5,000.00 per occurrence; and
 - (f) be on other terms acceptable to the Landlord, acting reasonably.
-
- 5.10 To obtain the Landlord's approval of, and to keep up, any exterior signs, fences, furnishings and leasehold improvements.
 - 5.11 To leave the premises in good repair.

- 5.12 Not to assign, sublet or part with possession of the premises, or any part thereof, without leave.
- 5.13 Not to register this lease in the Land Titles Office.
- 5.14 To repair.
- 5.15 Not to carry on any activity, that may be deemed a nuisance, on the premises.
- 5.16 Not to allow any liens to be filed against the premises. If any improvement as defined in the Builders Lien Act is made to the premises, the Tenant shall post and maintain notices in accordance with that Act.
- 5.17 To lawfully dispose of all waste and debris created by the Tenant on the premises in a manner satisfactory to the Landlord; to keep the premises free of flammable and/or explosive material; to have on the premises at all times fire extinguisher/s as advised are necessary by the Landlord; and to immediately notify the Landlord of any fire damage or other damage or hazards in the vicinity of the premises.

6.0 LANDLORD'S COVENANTS:

The Landlord covenants:

- 6.1 For quiet enjoyment.

7.0 RE-ENTRY:

- 7.1 Proviso for re-entry by the Landlord on non-payment of rent or non-performance of covenants.

8.0 TENANT'S BANKRUPTCY:

- 8.1 If the Tenant becomes bankrupt, this lease shall be terminated immediately.

9.0 TERMINATION:

- 9.1 Despite the term of this lease, it may be terminated by either party upon thirty (30) days written notice to the other party of its intention to terminate.
- 9.2 On the termination of this lease, the Tenant shall, at his expense and if the Landlord requires, remove all fixtures and improvements installed by the Tenant on the premises.
- 9.3 In case the premises, or any part thereof, is damaged by fire or tempest so as to render it unfit for the Tenant's use, the said term shall immediately come to an end.

10.0 HOLDING OVER:

- 10.1 If the Tenant continues to occupy the premises after the end date of the term and the Landlord accepts rent, then the tenancy created shall be deemed to be on a month-to-month basis and the Tenant shall continue to comply with all other terms and conditions of this agreement.

11.0 NOTICES:

- 11.1 All notices shall be in writing and are deemed duly given if delivered by hand or facsimile or mailed by registered mail postage prepaid addressed to the party concerned at the addresses set out in this lease or to another address a party may designate in writing. Any notice is deemed give and received, if delivered by hand or by facsimile, on the day delivered, and if mailed, when it should have been received in the ordinary course of post.

12.0 ENUREMENT:

- 12.1 This lease enures to the benefit of and is binding on the respective successors and permitted assignees of the parties.

13.0 INTERPRETATION:

- 13.1 The singular includes the plural and vice versa; the masculine includes the feminine and vice versa. The headings are inserted for convenience of reference only and do not affect the construction or interpretation of this lease.

14.0 INTEREST CHARGES:

- 14.1 The Tenant shall pay the Landlord interest at a rate of 2% monthly on any overdue rent or amounts payable under this lease.

15.0 OTHER TERMS:

- 15.1 The Tenant and his staff shall park only in areas approved or designated by the Landlord.

IN WITNESS WHEREOF the parties herein have signed this lease as of the effective date.

CITY OF PORT ALBERNI

TENANT

The Corporate Seal of the City of Port Alberni
was hereunto affixed in the presence of:

Mayor

(Tenant's Name – PRINT)

Clerk

(Tenant's Signature)

Witness Signature

J:\Clerks\Agreements & Leases\ALBERNI_HARBOUR_QUAY\Current Leases\AHQ #14_Main Artery_2018_tf.doc



PORT ALBERNI PORT AUTHORITY
2750 Harbour Road
Port Alberni, BC V9Y 7X2
Tel. (250) 723-5312 Fax. (250) 723-1114
www.portalberniportauthority.ca

ADMINISTRATION PORTUAIRE DE PORT ALBERNI
2750 Harbour Road
Port Alberni, BC V9Y 7X2
Tél. (250) 723-5312 Fax. (250) 723-1114
www.portalberniportauthority.ca

June 4, 2019

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

Dear Davina:

RE: New Federal Lease 169 – Effluent Pipeline and Diffusers

Please find enclosed for endorsement two federal lease agreements for a new effluent pipeline and diffusers in the Somass River.

Please review and endorse both agreements and return to my attention at your earliest convenience. I will return one fully executed copy in due course.

Thank you for your attention to this matter. If you have any questions please feel free to contact me.

Kind regards,

PORT ALBERNI PORT AUTHORITY

Bianca Filipchuk,
Manager of Administration & Properties

LEASE

THIS LEASE made this 1st day of January, 2019.

BETWEEN:

PORT ALBERNI PORT AUTHORITY, a port authority duly incorporated under the laws of Canada and having its registered office at 2750 Harbour Road, in the City of Port Alberni, in the Province of British Columbia, V9Y 7X2

(the “**Landlord**”)

AND:

CITY OF PORT ALBERNI, incorporated under the Community Charter (SBC 2003) and having its principal place of business at 4850 Argyle Street, in the City of Port Alberni, in the Province of British Columbia, V9Y 1V8

(the “**Tenant**”)

WHEREAS:

- A. The Lands (as defined herein) are vested in Her Majesty the Queen in Right of Canada and are under the management and control of the Landlord;
- B. The Tenant intends to construct and maintain an Outfall System within a portion of the Lands, being the “**Leased Premises**”;
- C. The Landlord has agreed to grant a lease to the Tenant for the Leased Premises, subject to the terms and conditions described herein;
- D. The Landlord has agreed to grant a licence to the Tenant for the “**Temporary Area**”, subject to the terms and conditions described herein;
- E. The regulation and enforcement of environmental matters with respect to the Leased Premises, including the discharge and release of wastewater effluent from the Outfall System, is within the jurisdiction of the provincial Ministry of Environment, Environment Canada and the federal Department of Fisheries and Oceans; and
- F. The provincial Minister of Environment has approved Stage 1 of the Liquid Waste Management Plan for the City of Port Alberni, which monitors and deals with certain aspects of municipal wastewater effluent from outfalls, and which may apply to the Outfall System located within the Leased Premises.

NOW THEREFOR THIS LEASE WITNESSETH THAT in consideration of the terms and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS AND SCHEDULES

- 1.1 Unless the context is inconsistent therewith, the terms defined hereunder and used in this Lease, when capitalized, shall have the following meanings:

“Additional Rent” means all amounts which the Tenant is required to pay to the Landlord under this Lease other than Basic Rent, and includes, without restricting the generality of the foregoing, call costs, charges, expenses or outlays incurred by the Landlord of any nature whatsoever and arising from or relating to the use of the Leased Premises by the Tenant during the Term.

“Basic Rent” means the amount described in Section 3.1.

“Commencement Date” means the 1st day of January, 2019.

“Contaminant” means any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, hazardous material or hazardous substance as defined pursuant to any applicable Environmental Laws.

“Contamination” means the presence in soil, sediment, water or groundwater of the Leased Premises or any adjacent lands, or in adjacent bodies of water of any Contaminants in quantities or concentrations exceeding those prescribed by any criteria, standards or conditions described in any applicable Environmental Laws.

“CPI” means the Consumer Price Index (All Items) for Vancouver, British Columbia published by Statistics Canada (or by a successor or other government agency) or if it is changed or is not produced or issued by Statistics Canada (or by a successor or other government agency), then CPI will mean the nearest and most similar replacement index available from a government authority or failing that, a recognized industry association.

“Environmental Laws” means any applicable federal, provincial, regional or municipal statute by-law, regulation, ordinance or order, or any other applicable law, as enacted or amended from time to time, relating to the environment occupational health and safety, product liability, transportation or Contaminants.

“Lands” means those lands legally described as follows: A survey plan of the leased area, all and singular that certain pieces, parcels or tracts of land and premises situate, lying and being in the Province of British Columbia and known as part of the bed of Port Alberni Harbour, which said part is shown on a plan VIP72153 entitled “*Plan of Subdivision of the Remainder of Parcel A, DD 13188N, of District Lots 2 and 6; That Part of District Lot 2A and the Remainder of Parcel A, DD 13188N, of District Lot 6 as Shown in Plan 525R; remainder of District Lot 2A; That Part of District Lot 2, DD*

232421; District Lot 5; and District Lot 66, all within Alberni District, which said plan was sworn to by Richard Derek Wright, British Columbia Land Surveyor on the 7th day of September, 2000 a copy of which plan is attached hereto and marked Schedule "A", which lands and interests thereto are vested in Her Majesty the Queen in Right of Canada and under the management of the Landlord and includes, without limitation, all structures, installations, alterations and fixtures which have become vested in Her Majesty by operation of law.

"Lease" means this instrument, including all Schedules hereto, and any amendments made hereto.

"Lease Year" means a period of TWELVE (12) consecutive months during the Term or the Temporary License Term, as the case may be, commencing on the Commencement Date of the Term or the Temporary License Term, as the case may be, and continuing for each TWELVE (12) consecutive calendar months thereafter.

"Leased Premises" means that portion of the Lands shown comprising 5.578 acres more or less, which will be adjusted to match exactly an area derived from pending survey plan to be marked **Schedule "B" (City to provide a legal survey plan of area upon completion of installation of infrastructure March 31, 2020.)** and forms part of this Lease. The Leased Premises shall not include any air space rights or subsurface rights appurtenant to the Leased Premises, all of which are rights expressly reserved to the Landlord.

"Outfall System" means a man-made channel, conduit or pipe that transports treated sewage effluent installed within the Leased Premises by the Tenant or by an assignor or statutory predecessor or successor of the Tenant and includes any equipment, apparatus, work, undertaking, construction, installation, structure, alteration, improvement, or fixture, including water pipelines, water chambers, grit chambers, sewers, storm sewers, combined sewer overflow, manholes, pipes, electrical ducts, gas ducts, telephone lines, transmission lines, poles, overhead wires, conduits, equipment and apparatus respecting cablevision, respecting heat, respecting power, respecting electric light and respecting television, underground telecommunications systems and apparatus, ducts and conductors, electrical kiosks and boxes and such other equipment, work, apparatus, construction, installation, structure or fixture as may be necessary or incidental thereto.

"Rent" means Basic Rent and Additional Rent or any portion thereof expressed in terms of lawful money in Canada.

"Remediation" means action to eliminate, limit, correct, counteract, mitigate, remove or dispose of any Contamination or the negative effects on the environment or human health of any Contamination, and includes, but is not limited to, the following:

- (a) preliminary site investigations, detailed site investigations, analysis and interpretation, including tests, sampling, surveys, data evaluation, risk assessment and environmental impact assessment;
- (b) evaluation of alternative methods of remediation;

- (c) preparation of remediation plan, satisfactory to the Landlord, including a plan for any consequential or associated removal of soil or soil relocation from the affected site;
- (d) implementation of a remediation plan
- (e) monitoring, verification and confirmation of whether the Remediation complies with the remediation plan, applicable standards and requirements imposed by the Landlord or under any Environmental Law; and
- (f) any other action that the Landlord may reasonably require or that is imposed under any Environmental Law.

“Temporary Area” means that portion of the Lands comprising 1.483 acres more or less, as shown outlined on Great Pacific Engineering and Environmental, Project #1000-004, Date: 21-Sept-2018, City of Port Alberni Outfall Land Application Area Temporary Use Site Map, a copy of which plan is attached hereto and marked as Schedule “C” and forms part of this Lease. The Temporary Area shall not include any air space rights or subsurface rights appurtenant to the Temporary Area, all of which are rights expressly reserved to the Landlord. The Tenant’s use of the Temporary Area as set out in herein shall be for the completion of the Outfall System and the lagoon works pursuant to Federal Lease 135 and as ancillary to, and in support of, its use of the Leased Premises as described herein.

“Temporary Area License Fee” means the amount set out in Section 5.3.

“Temporary Area License Term” means the period commencing on January 1, 2019 and ending on March 31, 2020.

“Term - Lease Area” means the period of forty (40) years commencing on January 1, 2019 and ending on December 31, 2058.

“Termination Date Lease Area” means the 31st day of December, 2058.

2. DEMISE OF LEASED PREMISES

- 2.1 The Landlord does hereby demise and lease to the Tenant the Leased Premises for the Term.
- 2.2 The Tenant hereby accepts the Leased Premises in its present condition and subject to the reservations, terms and conditions contained herein. The Tenant covenants and agrees that it shall not commit, condone or permit any act of default either by itself or any party for whom it is responsible in law, on or of the Leased Premises.
- 2.3 The Landlord does not warrant the continuation of any service to the Leased Premises either by way of hydro electric, telephone, water, sewerage or septic tank nor will any remarks, correspondence or discussions made or taking place between the parties be so construed, nor will anything made, done or said prior to the execution of these presents be taken or construed as contrary to the aforesaid.

- 2.4 Without limiting the generality of the foregoing, it is specifically understood and agreed that neither the execution of this Lease nor anything said or done prior thereto will be deemed to assure or warrant the Leased Premises are or will be, or continue to be suitable for the purposes of the Tenant, nor warrant or assure that the action of the waters or shipping plying thereon, will not damage, hinder, interfere with or render impossible the continued use of the Leased Premises by the Tenant for the purposes in this Lease agreed to, and the Tenant waives and foregoes as against the Landlord any and all claims, suits and demands for losses, damages, injuries or destruction that the Tenant might suffer by reason thereof.

3. RENT

- 3.1 The Tenant will pay to the Landlord as Basic Rent in lawful money of Canada without any deduction, abatement or set-off whatsoever in the following amounts:
- (a) For the first Lease Year commencing on the Commencement Date and ending on December 31, 2019, the annual sum of \$16,519.74, plus applicable taxes;
 - (b) For each subsequent Lease Year, the Basic Rent will be set by the Landlord acting under the guidelines and requirements of the Minister of Transport on behalf of Her Majesty the Queen in Right of Canada. The Landlord shall in each Lease Year and not later than 30 days before December 31st provide written notice to the Tenant specifying the Basic Rent payable for the immediately succeeding Lease Year; and
 - (c) The Landlord will conduct a five-year review of all rates during the year 2020, to be implemented January 1, 2021.
- 3.2 All costs, charges and expenses which the Tenant assumes, agrees, or is obligated to pay to the Landlord pursuant to this Lease will be deemed Additional Rent, and, in the event of non-payment, the Landlord will have all the rights and remedies with respect thereto as is provide for in the case of non-payment of Rent;
- 3.3 Basic Rent, other than Additional Rent, is payable on the Commencement Date and the anniversary of the Commencement Date in each Lease Year. Additional Rent is payable on the same date as the Basic Rent unless otherwise specified.
- 3.4 The Tenant will pay the Basic Rent and Additional Rent hereby reserved at the times and in the manner hereinbefore set out without any deduction, set-off or abatement whatsoever.

4. TERM

- 4.1 The Tenant will have and hold the Leased Premises for and during the Term commencing on the Commencement Date and ending on the Termination Date, unless sooner terminated or determined as provided herein.

5. GRANT OF LICENSE FOR TEMPORARY AREA

- 5.1 The Landlord hereby grants to the Tenant, its servants, agents, contractors, subcontractors, employees, licensees and invitees for the Temporary Area License Term:
- (a) the right and licence, from time to time, by night and by day, with or without workers, supplies, equipment, machinery and vehicles, to pass and repass, to enter on, over and upon the Temporary Area for the purposes of the construction of the Outfall System within the Leased Premises; and
 - (b) the right generally to do all acts, things and matters necessary for, or incidental to, the exercise of the rights heretofore granted, including the right of ingress to and egress from the Temporary Area.
- 5.2 The Tenant hereby accepts the **Temporary Area** in its present condition and subject to the reservations, terms and conditions contained herein. The Tenant covenants and agrees that it shall not commit, condone or permit any act of default either by itself or any party for whom it is responsible in law, on or of the Temporary Area.
- 5.3 The Tenant shall pay to the Landlord the **Temporary License Fee** as follows:
- (a) for an initial period commencing on the Commencement Date and ending on December 31, 2019, the annual sum of \$4,152.00 plus applicable taxes;
 - (b) for each subsequent Lease Year, the **Temporary License Fee** will be set by the Landlord acting under the guidelines and requirements of the Minister of Transport on behalf of Her Majesty the Queen in Right of Canada. The Landlord shall in each Lease Year and not later than 30 days before December 31st provide written notice to the Tenant specifying the Temporary License Fee payable for the immediately succeeding Lease Year; and
 - (c) the Landlord will conduct a five-year review of all rates during the year 2020, to be implemented January 1, 2021.
- 5.4 All costs, charges and expenses which the Tenant assumes, agrees, or is obligated to pay to the Landlord pursuant to this Lease will be deemed Additional Rent, and, in the event of non-payment, the Landlord will have all the rights and remedies with respect thereto as is provide for in the case of non-payment of Rent.
- 5.5 The Temporary License Fee, other than Additional Rent, is payable on the Commencement Date and the anniversary of the Commencement Date in each Lease Year. Additional Rent is payable on the same date as the Temporary License Fee unless otherwise specified.
- 5.6 The Tenant will pay the Temporary License Fee and Additional Rent hereby reserved at the times and in the manner hereinbefore set out without any deduction, set-off or abatement whatsoever.

6. PURPOSE

- 6.1 The Tenant shall, subject to Section 7.1(g), use the Leased Premises and the Temporary Area for the purpose of accessing, constructing, using, inspecting, maintaining, repairing the Outfall System and for no other purpose whatsoever without the prior written consent of the Landlord, which consent may be withheld for any reason whatsoever, or granted upon such terms and conditions as the Landlord may require.

7. TENANT'S COVENANTS

- 7.1 The Tenant covenants and agrees with the Landlord:

- (a) to observe, abide by and comply with all applicable statutes, laws, by-laws, orders, directions, ordinances and regulations of any lawful governmental authority in any way affecting the Leased Premises or the Temporary Area and improvements situate thereon, or its use and occupation of the Leased Premises or the Temporary Area;
- (b) to pay the Rent and the Temporary License Fee to the Landlord in a prompt and timely manner as required herein;
- (c) to pay when due all taxes or payments in lieu of taxes, including property taxes, rates, levies, duties, fees, charges and assessments (including taxes assessed, charged or levied as local improvement or business taxes) that are at any time during the Term of this Lease assessed, charged or levied upon or in respect of, the Leased Premises or the Temporary Area or any part of the Leased Premises or the Temporary Area, or in respect of any structures or improvements within the Leased Premises or the Temporary Area (including structures or improvements which may be placed upon the Leased Premises or the Temporary Area during the Term of this Lease);
- (d) that if any of the taxes, rates, duties, assessments or payments in lieu of taxes payable by the Tenant pursuant to Section 7.1(c) are not separately charged or levied against the Leased Premises or the Temporary Area or the Tenant, the Landlord may allocate a pro rata portion of such taxes, rates, duties, assessments or payments in lieu of taxes to the Leased Premises or the Temporary Area and invoice the Tenant and the Tenant shall pay such taxes, rates, duties, assessments or payments in lieu of taxes forthwith after receipt of the invoice;
- (e) that if at any time the Tenant defaults in the observance or performance of the covenants contained herein, and if an action is brought for recovery of possession of the Leased Premises or the Temporary Area, the Tenant shall pay to the Landlord all expenses incurred by the Landlord in bringing such action or legal process, including all legal costs actually incurred by the Landlord;
- (f) to indemnify and save harmless the Landlord and defend, in the name of and on behalf of the Landlord, at the sole cost and expense of the Tenant, any and all

losses, liabilities, actions, causes of action, orders, fines, penalties, suits, claims, demands and proceedings, including legal fees, arising out of:

- (i) any bodily injury, death or property damage or any loss or damage arising out of or in any way connected with the use and occupation of the Leased Premises or the Temporary Area;
- (ii) any breach by the Tenant of its covenants and obligations under this Lease;
- (iii) contamination of the Lands, where such contamination arose out of or is in any way connected with the Outfall System and/or Tenant's use and occupation of the Leased Premises or the Temporary Area;
- (iv) any act or omission on the part of the Tenant, its officers, servants, agents, contractors, assignors, subcontractors, employees, Tenants, statutory predecessors, or invitees, in respect of the Outfall System, or other work of the Tenant within the Leased Premises or Temporary Area and in respect of the Tenant's obligations described herein; or
- (v) the storage, treatment, generation, transportation, processing, handling, production, escape, emanation, emission from or disposal of any contaminated or hazardous materials or substances on, of or from the Leased Premises or the Temporary Area in any way connected with the Outfall System and/or Tenant's use and occupation of the Leased Premises or the Temporary Area;

except to the proportional extent same is caused by the negligence or wilful misconduct of the Landlord or its employees, agents, contractors and any parties for whom it is responsible in law.

The Tenant agrees that the Landlord may add the amount of such loss, damage, costs and liability to the licence charge and the amount so added shall be payable to the Landlord immediately upon demand;

- (g) except in the case of an emergency, not to construct, erect, place, install, or permit anything to be constructed, erected, placed or installed on, over, through or under the Leased Premises or the Temporary Area without the prior notification to the Landlord, and only upon such terms and conditions as the Landlord may require acting reasonably in its sole discretion;
- (h) to pay to the Landlord each and every payment accruing under the provisions herein by the Tenant to the Landlord and all costs incurred by the Landlord in enforcing the provisions herein and those payments and costs shall bear simple interest at the rate of ONE AND ONE-HALF PERCENT (1.5%) per month calculated monthly from the date when same shall become payable under the terms herein until the same shall be paid, and such interest shall accrue and be payable without the necessity of any demand therefor being made;

- (i) to pay to the Landlord as additional fees, any and all costs incurred by the Landlord as a result of or in the course of distraint against the Tenant or commencing distress proceedings against the Tenant;
- (j) to maintain the Outfall System, the Leased Premises and the Temporary Area in good and safe repair and condition and to promptly repair the Outfall System, Leased Premises or Temporary Area if same is in need of repair as a result of or for the benefit of the operation of the Outfall System. If the Tenant fails, in whole or in part, to the satisfaction of the Landlord, acting reasonably, to properly and expeditiously perform any repair or work which the Tenant is obligated to do hereunder, after having received reasonable notice to affect such repairs, the Landlord may itself perform the repair or work in question all at the Tenant's sole risk and expense, and in such case the Tenant shall forthwith pay to the Landlord the full cost incurred by the Landlord, acting reasonably, immediately upon receipt of an invoice therefor;
- (k) at its own expense, at all times and in all respects in regard to the Leased Premises and the Temporary Area or any buildings or structures thereon, strictly conform to all legal requirements whatsoever, whether imposed by municipal, provincial, federal or other lawful authority, or otherwise howsoever, which it is the duty of the Tenant to comply with or conform to, either under this Lease or in connection with the use and occupation of the Leased Premises or the Temporary Area or any buildings or structures thereon;
- (l) to carry out all work in the Leased Premises and Temporary Area, including any alteration, replacement, maintenance and repair of the Outfall System, in a proper and workmanlike manner and to promptly remove and dispose of all debris resulting from any work in the Leased Premises or Temporary Area in a proper and workmanlike manner;
- (m) to post, at its own cost, all signs and warnings required by the Landlord or any other regulatory authority signage on the Leased Premises or the Temporary Area specifying that the Tenant is solely responsible for all accounts, such sign to be in conformity with the *Builders Lien Act* for the Province of British Columbia;
- (n) to not carry on or permit to be carried on at the Leased Premises or the Temporary Area any noxious, noisesome or offensive trade, business or calling, and no act, matter or thing whatsoever will at any time during the term be done which may grow to the annoyance, nuisance, grievance or damage to the general public, the occupiers or owners of adjoining lands or properties, or which may make void or voidable any policy of insurance carried on the Leased Premises or the Temporary Area which may result in any increase of premium for any policy of insurance;
- (o) to undertake and implement all measures to ensure the security of all persons and property situation on the Leased Premises or the Temporary Area. The Landlord reserves the right, at all times and from time to time, to require the Tenant to undertake and implement such security measures as are considered necessary by

the Landlord, having regard to the Tenant's use of the Leased Premises or the Temporary Area.

- (p) to, on receipt of notice from the Landlord, forthwith install or cause to be installed and maintain such aids to navigation in or upon the Leased Premises or the Temporary Area as may be required by the Landlord, and will pay all costs and expenses incurred in respect thereto;
- (q) to abide by by-laws and directives of the Landlord from time to time promulgated or given as the same pertains to the use and occupation of the Leased Premises and the Temporary Area;
- (r) at the expiration or sooner termination of the Term or the Temporary Area License Term, as the case may be, to remove all of its personal property and trade machinery from the Leased Premises and the Temporary Area, and on request of the Landlord, demolish and remove any buildings or structures on the Leased Premises and the Temporary Area and restore the Leased Premises and the Temporary Area to the condition existing prior to occupation by the Tenant under this or any prior Lease or agreement. In the event that the Landlord does not require the removal of a building or structure, then such building or structure will be left, according to the standard of a prudent owner, in a clean, neat and tidy condition and in good repair, reasonable wear and tear only excepted and will become the property of the Landlord free and clear of all claims of the Tenant or of any person, firm or corporation claiming by or through or under the Tenant; and
- (s) that all of the Outfall System and any other works constructed, brought, operated, maintained, replaced, or repaired by the Tenant, on, over, through or under the Leased Premises or Temporary Area are entirely at the risk of the Tenant in respect of any loss, damage, destruction or accident arising from any cause whatsoever, except to the proportional extent of any malfeasant or negligent act or omission by the Landlord.

8. LANDLORD'S USE OF LEASED PREMISES AND THE TEMPORARY AREA

- 8.1 The Landlord and those authorized on behalf of the Landlord, may at all times enter on, over and upon the Leased Premises and Temporary Area for the purpose of ingress to and egress from the Leased Premises, Temporary Area, or the Lands.
- 8.2 The Landlord hereby covenants that upon the Tenant paying the rents and performing its covenants, it will and may peacefully possess and enjoy the Leased Premises for the Term hereby granted without any interruption or disturbance from the Landlord except as otherwise expressly contained herein.
- 8.3 The Tenant covenants and agrees that nothing in this Lease shall be interpreted as giving the Tenant exclusive possession of the Temporary Area or a legal demise of any interest therein.

- 8.4 The Tenant acknowledges and agrees that the right and licence granted by these presents means a right and licence in common with Her Majesty the Queen in Right of Canada, the Landlord and all others now or at any time having any easement, right of way, statutory right of way, lease or licence on, over, through or under the Temporary Area. The Tenant acknowledges and agrees that further easements, rights of way, statutory rights of way, leases and licences may at any time or from time to time be granted or given by the Landlord in respect of the Temporary Area and that such further grant, lease, licence or giving is expressly contemplated by this Lease, provided that, in the case of a subsequent lease, that lease will be made expressly subject to this Lease.
- 8.5 The Tenant also acknowledges and agrees that the Landlord retains the right to use all of its Lands, submerged, subterranean and otherwise, for any and all purposes and activities, including, without limitation, use for underground services, navigation, anchorage, and dredging. More specifically, but without limitation, the Landlord, its servants, agents, contractors, employees and licensees may construct, install, operate, maintain, inspect, patrol, alter, remove or repair any work or undertaking, notwithstanding any impact to the Outfall System, (including temporary cessation of the operation of the Outfall System).
- 8.6 If the granting of further rights as contemplated by Section 8.4 or the use, purposes and activities as contemplated by Section 8.5 might, in the sole opinion of the Landlord, significantly impact on the Outfall System, the Temporary Area or the Tenant's use of the Temporary Area, prior to the said granting or activity, the Landlord will make reasonable efforts to give the Tenant written notice and to take the Tenant's concerns into consideration and the Tenant will cooperate, with the Landlord in reducing the impact on the Outfall System. If work conducted by the Authority on the Leased Premises interferes with the Tenant's business on the Leased Premises for a continuous period of more than SEVEN DAYS (7 days), the Authority may consider an abatement of Rent.

9. ENVIRONMENTAL PROVISIONS

- 9.1 The Tenant shall at all times and in all respects comply with and abide by the requirements of all applicable statutes, by-laws, regulations and orders now or hereafter in force and effect, including the *Canadian Environmental Protection Act*, the *Canadian Environmental Assessment Act 2012*, the *Fisheries Act* and other applicable environmental, health and safety laws with respect to the Outfall System.
- 9.2 The Tenant acknowledges and agrees that the Landlord, either itself or through its employees, consultants, officers or agents, has not made and that the Tenant has not relied upon any representations from the Landlord as to:
- (a) the suitability of the Leased Premises or Temporary Area for use by the Tenant and for the Outfall System;
 - (b) the existence, nature or extent of any Contaminant(s) on or of the Leased Premises or Temporary Area; and

- (c) the need to take remedial action in relation to any Contaminant(s) on or of the Leased Premises or Temporary Area.
- 9.3 It is understood and agreed that the Leased Premises and Temporary Area are being granted to the Tenant on an “as is” basis.
- 9.4 The Tenant covenants and agrees not to cause or permit anything to be done on or to the Leased Premises or the Temporary Area resulting in release of any Contaminants on the Leased Premises or to any adjacent lands, groundwater or adjacent bodies of water.
- 9.5 The Tenant hereby assumes all duties, obligations and liabilities under any relevant law in respect of the Outfall System, including any costs, expenses or liabilities for any remedial action or clean-up of any Contaminant(s) on or of the Leased Premises, Temporary Area or Lands caused by the Tenant or by the officers, servants, agents, employees, contractors, subcontractors, invitees, assignors or statutory predecessors of the Tenant, or any party for whom the Tenant is responsible in law or as a result of any Contaminant emanating from the Outfall System, whether caused by the Tenant or otherwise.
- 9.6 The Tenant shall be responsible for and shall bear the cost of any Remediation of Contamination on or from the Leased Premises or the Temporary Area, to the same or better level and condition existing at the Commencement Date.
- 9.7 The Tenant shall be responsible for any Contamination caused to the Leased Premises or the Temporary Area or to any adjacent lands, groundwater or adjacent bodies of water by trespassers or third parties if the Tenant was not, at the material time or times, in compliance with its obligations to provide reasonable security to the Leased Premises or the Temporary Area and such Contamination could likely have been prevented if the Tenant had provided such security.
- 9.8 The Tenant shall provide to the Landlord a copy of all environmental tests and investigations performed by it or its agents on the Leased Premises or the Temporary Area forthwith upon the Tenant receiving same and if any Remediation is required in accordance with the terms herein, the Tenant shall provide a Remediation plan to the Landlord for its approval and shall complete such Remediation as and when directed by notice in writing from the Landlord.
- 9.9 The Tenant shall, as soon as possible, advise the Landlord, in writing, of any Contamination or suspected Contamination, (i) on the Leased Premises or the Temporary Area occurring after the Commencement Date of which the Tenant is aware; and (ii) on adjacent property that might give rise to Contamination of the Leased Premises of which the Tenant is aware. The Tenant shall not be wilfully blind to actual or suspected events of Contamination, either directly on the Leased Premises or the Temporary Area or migrating from adjacent property.
- 9.10 If the Tenant fails to complete Remediation after written notice to do so from the Landlord, the Landlord may do so without further notice to the Tenant and the Tenant shall reimburse the Landlord for all costs, charges and expenses in connection therewith,

as Additional Rent upon demand, including interest thereon as provided in subsection 6.1(h).

- 9.11 The Tenant acknowledges that until it has performed all of its obligations under this Section 9, including the completion of any Remediation of Contamination required herein, it shall continue to be responsible for and shall pay Basic Rent and Additional Rent to the Landlord for the Leased Premises or the Temporary License Free for the Temporary Area notwithstanding the expiry of the Term, at a revised Rent or Temporary License Fee, as applicable, as determined by the Landlord in its sole discretion. The Tenant agrees that it shall diligently complete all Remediation of Contamination within a prescribed period of time as determined by the Landlord.
- 9.12 If Contamination of the Leased Premises or the Temporary Area for which the Tenant is responsible is discovered at any time prior to the end of the Term and, in the opinion of the Landlord, the period required for Remediation of the Contamination will likely extend beyond the end of the Term, the Landlord may issue a demand in writing to the Tenant that it provide a cash deposit, letter of credit or other security as the Landlord may require equivalent to the costs of Remediation of such Contamination estimated by the Landlord, and the Tenant shall provide such security within THIRTY (30) days after receipt by it of such demand. If the security is a cash deposit, the Landlord shall hold same in an interest bearing account with interest to accrue to the benefit of the Tenant. The security and any accrued interest will be released to the Tenant upon its satisfactory performance of its obligations under this Section 9 or shall be applied to the cost of any Remediation initiated by the Landlord in accordance with this Lease.
- 9.13 The Tenant acknowledges that its responsibility to perform its obligations under this Section 9 will continue notwithstanding any subletting or assignment of the Leased Premises or the Temporary Area if permitted by the Landlord hereunder, in its sole discretion.
- 9.14 The Tenant hereby assumes all duties, obligations and liabilities under any relevant law in respect of the Outfall System, including any costs, expenses or liabilities for any remedial action or clean up of any Contaminant(s) on or of the Leased Premises or the Temporary Area caused by the Tenant or by the officers, servants, agents, employees, contractors, subcontractors, invitees, assignors or statutory predecessors of the Tenant, or any party for whom the Tenant is responsible in law or as a result of any Contaminant emanating from the Outfall System, whether caused by the Tenant or otherwise.
- 9.15 The Tenant hereby releases the Landlord from any and all claims, costs, expenses, damages, losses, orders, actions, causes of action or liabilities that may be incurred or suffered by the Tenant as a result of:
- (a) the Leased Premises or the Temporary Area not being suitable for the Outfall System;
 - (b) any Contaminant(s) being found at any time on or of the Leased Premises or the Temporary Area;

- (c) the need to take any remedial action as a result of Contaminant(s) on or of the Outfall System, Leased Premises or the Temporary Area; or
- (d) the storage, transportation, manufacture, handling or discharge of any Contaminant(s) on or from the Leased Premises, the Temporary Area or the works situated thereon.

9.16 In the sole opinion of the Landlord, having regard to the then relevant criteria, practices and the requirements of any environmental agency having authority with respect to the Leased Premises, Temporary Area or the Outfall System, the Landlord may consider a risk-based remediation or a combination of risk-based remediation and clean-up, removal and disposal which renders the Leased Premises, Temporary Area and the Outfall System either free of Contaminant(s) or free of adverse environmental effects from any Contaminant(s). The Tenant shall bear the cost of all sampling, investigations, reports, studies and inquiries that may be required by the Landlord or the environmental agencies having jurisdiction in determining whether a risk assessment would effectively render the Leased Premises, Temporary Area and the Outfall System free of adverse environmental effects as aforesaid. The Landlord shall have the sole right to determine if a risk-based remediation is an acceptable alternative to the clean-up, removal and disposal requirements set forth hereunder. The Tenant acknowledges and agrees that there may be additional costs, including monitoring costs, which may be incurred after the Termination Date and which are the responsibility of the Tenant. In addition, in the event the risk assessment fails to meet the requirements of the environmental agencies having jurisdiction, then the Landlord reserves the right to require the Tenant to clean-up, remove and dispose of the Contaminants as described in Section 9. This Section 9.16 survives the termination of this Lease.

9.17 At the earliest of the date of termination of this Lease, upon receipt of lawful order(s) from any environmental agency having jurisdiction, or a date agreed upon by the parties, the Tenant covenants and agrees to be responsible for and bear the cost of any clean-up of the Lands, removal and disposal of any Contaminant(s), including soil and water, toxic or otherwise, from the Leased Premises and the Temporary Area, and restoration of damaged environment or habitat on the Lands to the same or better physical condition as existed at the commencement of the date of earliest occupancy of the Leased Premises or a portion of it by the Tenant or by an assignor of the Tenant, provided such clean-up, removal and/or restoration is as a result of the use and occupation of the Leased Premises or Temporary Area for the purpose for which this Lease is granted, including, without limitation, as a result of emanations from the Outfall System, whether caused by the Tenant or otherwise. If the Tenant fails to clean-up, remove and dispose of Contaminants, or complete environmental or habitat restoration, after having received reasonable notice to do so, the Landlord may do so without further notice to the Tenant and the Tenant shall reimburse the Landlord forthwith for all costs, claims, charges and expenses in connection therewith. This Section 9.17 survives the termination of this Lease.

9.18 The Tenant acknowledges that the Landlord is a corporation established under the *Canada Marine Act* and as such has the management and control of the Port Alberni Harbour as described therein, including the Leased Premises and the Temporary Area.

However, the regulation of the discharge of wastewater effluent from an Outfall System is not part of the mandate of the Landlord. The Tenant shall obtain and maintain all necessary permits and authorizations in respect of the Outfall System, including any storm water effluent therefrom.

10. INSURANCE

- 10.1 Throughout the Term of this Lease the Tenant shall obtain, maintain, and pay for the insurance set out in Schedule "D" hereto.
- 10.2 The Tenant covenants and agrees that nothing shall be done or omitted to be done whereby the Leased Premises, the Temporary Area or the Outfall System is rendered uninsurable.
- 10.3 In the event the Tenant fails to maintain or obtain insurance as described herein, or in the event that the parties hereto agree that the Tenant shall not be required to obtain, maintain and pay for some or all of the insurance described herein, the Tenant shall be held liable to the same extent as if it were the underwriter of such insurance policy or policies.

11. INDEMNITY

- 11.1 The Tenant acknowledges that it accepts without recourse against the Landlord all risks to the person and property of any employee, agent, servant, customer, contractor, invitee or Tenant from whatsoever nature or cause incidental to the occupation or use of the Leased Premises and the Temporary Area.
- 11.2 The Tenant waives and foregoes and as regards third parties will at all times indemnify and save harmless the Landlord, and Her Majesty the Queen in Right of Canada from and against all claims and demands, loss, costs, damages, action, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of this Lease or any action taken or things done or maintained or the exercise in any manner of rights arising hereunder whether the same arise in consequence of a navigation accident or otherwise.
- 11.3 The Landlord agrees to indemnify the Tenant and hold it harmless from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any Losses, caused by the gross negligence or willful misconduct of Landlord and/or any of Landlord's Agents.

12. PLANS AND SPECIFICATIONS

- 12.1 The Tenant shall not, except in the case of an emergency, do or permit to be done any construction, installation, alteration, extension, replacement or reconstruction of the Outfall System or the Leased Premises and the Temporary Area until it has submitted plans and specifications to the Landlord showing the location, nature and extent of the

Work and the proposed construction, installation, alteration, extension, replacement or reconstruction as the case may be, and the Landlord has accepted and agreed, in writing, to the plans and specifications of the Outfall System.

- 12.2 The Tenant acknowledges and agrees that the submission and acceptance of the plans and specifications described in Section 12.1 shall be a prerequisite to the exercise of the rights and privilege described herein.
- 12.3 The plans and specifications described herein shall form part of this Lease.
- 12.4 The Tenant agrees that immediately after the construction, installation, alteration, extension, replacement or reconstruction described herein, the Tenant shall, at its sole cost and expense, restore the portion of the Leased Premises and the Temporary Area disturbed by such work to the same condition that prevailed immediately prior to such work and submit plans and specifications on the Outfall System, as built.
- 12.5 Where because of an emergency the Tenant does any construction, installation, alteration, extension, replacement or reconstruction of the Outfall System within the Leased Premises without first obtaining the Landlord's approval, the Tenant shall, immediately after commencing the work in question, submit the plans and specifications described in Section 12.1 to the Landlord, and thereafter the Tenant shall comply with any requirements of the Landlord with respect to the Outfall System or revision of the plans and specifications.
- 12.6 Except in the case of an emergency, the Tenant shall provide the plans and specifications described in Section 12.1 to the Landlord at least SIXTY (60) days in advance of commencing the work.
- 12.7 The Tenant shall:
 - (a) provide to the Landlord, upon the Landlord's written request and at the Landlord's sole discretion, a traffic management plan for the Leased Premises and the Temporary Area prepared by a recognised transportation professional which shall address any traffic management concerns originating from the Leased Premises or the Temporary Area that impact roadways or vessel movements with recommendations to resolve or mitigate the concerns;
 - (b) work with the Landlord to prepare a suitable solution to any traffic management issues identified and undertake the recommendations in the traffic management plan, at its sole cost and expense, to reduce or eliminate the negative impact its activities has on road or vessel traffic;
 - (c) provide to the Landlord, upon the Landlord's written request, a noise and nuisance management plan for the Leased Premises and the Temporary Area which shall address any noise and nuisance issues;
 - (d) work with the Landlord to determine and implement solutions suitable to both the Tenant and the Landlord to any problematic noise and nuisance issues originating

from the Leased Premises or the Temporary Area, at its sole cost and expense, to ensure that problematic noise and nuisance is kept to acceptable levels, as established by the Landlord, acting reasonably;

- (e) provide to the Landlord, upon the Landlord's written request, a facility operations plan for the Outfall System which will address any operations issues; which shall address any noise and nuisance issues; and
- (f) work with the Landlord to determine and implement solutions suitable to both the Tenant and the Landlord to any problematic operations issues originating from the Leased Premises or the Temporary Area, at its sole cost and expense, to ensure that problematic operations issues are kept to acceptable levels, as established by the Landlord, acting reasonably.

13. TERMINATION

13.1 Either party may terminate this Lease at any time at will and without cause by giving written notice of such termination to the other party at least seven hundred and thirty (730) days prior to the effective date of such termination.

13.2 Without limitation of the provisions of Section 9 herein, upon the expiration or earlier termination of this Lease, the Tenant shall:

- (a) cease to operate the Outfall System and at the sole cost of the Tenant, either:
 - (i) remove the Outfall System from the Leased Premises using a method satisfactory to the Landlord and restore the Leased Premises and Temporary Area to a condition satisfactory to the Landlord; or
 - (ii) with the express consent of the Landlord, which consent may be arbitrarily withheld, abandon the Outfall System in accordance with the directions of the Landlord;
- (b) peaceably quit and deliver possession of the Leased Premises and the Temporary Area to the Landlord; and
- (c) remove all improvements, equipment and materials from the Leased Premises and the Temporary Area as directed by the Landlord, including, without limitation, all motor vehicles, vessels, structures, signs, apparatus and other equipment and promptly comply with any of the Landlord's directions for removal or otherwise.

13.3 If the Leased Premises, the Temporary Area or any part thereof is no longer in use by the Tenant for the purpose granted under this Lease, the Tenant shall forthwith notify the Landlord and at the request of the Landlord execute a release or surrender of the Leased Premises, the Temporary Area or part thereof, and thereupon this Lease will cease and terminate with respect to that portion.

14. DEFAULT

- 14.1 If and whenever the Tenant breaches or fails to observe or perform any of the Tenant's covenants contained in this Lease on the part of the Tenant to be observed or performed, whether of a positive or negative nature, and including failure to pay Rent as required hereunder whether lawfully demanded or not then and in every such case, the Tenant shall be in default under this Lease.
- 14.2 If the Term or the Outfall System is at any time seized in execution or attachment by any creditor of the Tenant, or the Tenant makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any legislation now or hereafter in force for bankrupt or insolvent debtors, or if any order is made for the winding up of the Tenant or other termination of the Tenant, or a receiver or receiver-manager is appointed to control the business or any assets of the Tenant then, at the Landlord's option, this Lease shall cease and determine and the Term shall immediately become void, and the Landlord may, without notice or any form of legal process, forthwith re-enter and take possession of the Leased Premises and the Temporary Area.
- 14.3 If the Tenant commits an act of default under Section 14.1, which default remains unremedied for any period in excess of ten (10) days after notice of such default has been given by the Landlord, then the Landlord, at its sole option, may terminate this Lease by written notice to the Tenant and forthwith upon the effective date of termination as the Landlord may specify in such notice, this Lease shall cease and determine and the Term shall immediately become forfeited and void.
- 14.4 Notwithstanding Section 14.3, if a default other than a breach of the covenant to pay compensation is not reasonably remediable within ten (10) days after notice of such default has been given by the Landlord, then, if the Tenant does not commence to remedy the default within such time and continue in good faith and with all due diligence thereafter to completely remedy such default, the Landlord, without prejudice to its other remedies, at its sole option, may terminate this Lease by written notice to the Tenant and forthwith upon the effective date of termination as the Landlord may specify in such notice, this Lease shall cease and determine and the Term shall immediately become forfeited and void.
- 14.5 If the Tenant defaults in the observance or performance of any of the covenants contained herein, then the Landlord, after giving notice to the Tenant, without waiving or releasing the Tenant from its obligations under the Lease, may observe and perform the covenant or covenants in respect of which the Tenant has defaulted, but the Landlord is not obliged to do so, and in that event may pay such monies as may be required or as the Landlord may reasonably deem expedient, and the Landlord shall thereupon charge all monies to the Tenant together with interest as set out in Section 7.1(h) from the date on which the Landlord paid the monies. The Tenant covenants and agrees with the Landlord to repay such monies to the Landlord, together with the interest, forthwith on demand as Additional Rent, and the Landlord shall have the same rights and remedies and may take the same steps for recovery of the monies so paid, together with interests, as the Landlord may take for recovery or arrears of Rent.

- 14.6 No consideration by the Landlord permitting the Tenant to rectify any default shall be taken as a waiver of the Tenant's covenants or agreements or shall in any way defeat or affect the rights of the Landlord to cancel this Lease for a subsequent default.
- 14.7 The Tenant acknowledges that no acceptance of any Rent subsequent to any breach, non-observance or non-performance, nor any condoning, excusing or overlooking by the Landlord on previous occasions of breaches, non-observances or non-performances, shall be taken as a waiver of such breach, non-observance or non-performance or in any way defeat or affect the rights of the Landlord herein.
- 14.8 The Tenant covenants and agrees to pay to the Landlord, in lawful money of Canada, as Additional Rent, any and all costs incurred by the Landlord as a result of or in the course of distraining against the Tenant or commencing distress proceedings against the Tenant for arrears of Rent
- 14.9 The Tenant hereby waives and renounces the benefit of any statute or law taking away or limiting the Landlord's rights against the property of the Tenant, including the Landlord's right to levy distress for arrears for Rent. The Tenant agrees that notwithstanding any statute or laws, and in addition to all rights of the Landlord pursuant to the *Canada Marine Act*, the Landlord may seize and sell any and all goods and chattels of the Tenant within the Lands or at any place to which the Tenant or any other person may have removed them, in the same manner as if such goods and chattels had remained on the Lands.
- 14.10 In the event this Lease shall cease and determine in accordance with Sections 14.2, 14.3 or 14.4 herein, the Landlord may at any time thereafter, without judicial inquiry or finding, enter into and upon the Leased Premises and Temporary Area, or any part thereof, and remove the Outfall System and any property of the Tenant and return the Leased Premises and Temporary Area to the condition that existed immediately prior to the date of earliest entry onto the Leased Premises by the Tenant or by an assignor of the Tenant, all at the Tenant's cost and without liability for any loss or damage occasioned thereby, and without prejudice to any other rights and remedies of the Landlord to claim any and all losses and damages sustained by the Landlord by reason of any default of the Tenant.
- 14.11 Any default by the Tenant under this Lease shall constitute a default of the same nature and amount by the Tenant under any other lease or license between the Tenant and the Landlord shall constitute a default of the same nature and amount by the Tenant under this Lease. Accordingly, all amounts payable by the Tenant pursuant to this Lease shall also be added to and form part of the amounts payable by the Tenant under any other lease or license between the Tenant and the Landlord shall be added to and form part of the amounts payable by the Tenant under this Lease.
- 14.12 To the extent that the Landlord suffers or incurs any pecuniary loss or expense resulting from the default or breach or non performance of any of the covenants and agreements herein contained on the part of the Tenant including, without restricting the generality of the foregoing, non payment of Rent, all payments, expenses, charges, commissions,

reasonable fees and disbursements including legal fees and disbursements incurred or paid by or on behalf of the Landlord with respect thereto will be paid by the Tenant to the Landlord forthwith, failing which same will be added to Rent and be deemed to be Rent in arrears. The Tenant will pay to the Landlord its costs of any judicial proceedings in respect of this Lease on Scale 5 of Party and Party costs under the Rules of Court for the Province of British Columbia.

- 14.13 In the event that the Landlord takes possession of the Tenant's property pursuant to this Lease, the Landlord may sell such property, any or part of them, at public auction or private sale as it may seem fit; and from the proceeds of such sale to first pay and reimburse itself all of its costs of taking possession and of selling same, and secondly to pay the Rent due and unpaid, and thirdly to pay the balance to the Tenant; and the Landlord may insure the said property of the Tenant for loss or damage by fire or otherwise as the Landlord shall deem fit; and the costs of such insurance will be deemed costs of taking possession under this Lease; and it is not incumbent on the Landlord to sell and dispose of the said property but the Landlord may peaceably and quietly have, hold, use, occupy, possess and enjoy the said property, without threat of molestation, eviction, hindrance, or interruption by the Tenant, or any other person.

15. ASSIGNMENT AND TRANSFER

- 15.1 The Tenant covenants and agrees not to assign, sublet, license, mortgage, transfer or otherwise dispose of this Lease or the rights and privileges conferred herein without the prior written consent of the Landlord, which consent may be arbitrarily withheld. Any sale or transfer of a controlling interest in the Tenant or of a shareholder of the Tenant will be deemed to be a transfer of the Lease.

16. HOLDING OVER

- 16.1 If at the expiration of the Term or earlier termination of this Lease, the Tenant remains in possession of all or any part of the Leased Premises without any further written Lease by the Landlord, a lease from year to year is not created by implication or law but the Tenant shall be deemed to be a monthly Tenant only, at Rent subject to increase at the sole discretion of the Landlord at any time and upon notice to the Tenant. In addition, the Landlord shall be entitled to give the Tenant reasonable notice to deliver up possession of the Leased Premises at any time and for any reason whatsoever. The Tenant shall promptly indemnify and hold harmless the Landlord from and against any and all costs incurred by the Landlord as a result of the Tenant remaining in possession of all or any part of the Leased Premises. The Tenant shall not advance any counterclaim in any summary or other proceeding based on overholding by the Tenant. All other terms and conditions of this Lease shall apply, with the necessary changes, and nothing, including the acceptance of any licence charges by the Landlord, operates to extend any licence except a specific Lease in writing between the Landlord and the Tenant, and the Tenant authorizes the Landlord to apply in payment of licence charges any monies received from the Tenant.

17. DOCUMENTATION FEE

- 17.1 The Tenant shall pay to the Landlord all reasonable costs associated with the preparation, execution and delivery of this Lease, and any permitted assignment thereof, in accordance with the then current documentation Fee as listed in the Landlord's posted Fee Document and the Tenant shall pay such costs to the Landlord forthwith on demand.

18. BINDING ON SUCCESSORS

- 18.1 This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

19. SEVERABILITY

- 19.1 Should any provision in this Lease be illegal or not enforceable, it shall be considered separate and severable from the Lease and the remaining provisions shall remain in full force and be binding upon the parties hereto.
- 19.2 The failure of the Landlord to insist upon the strict performance of any covenant or condition contained in this Lease or to exercise any right under this Lease shall not be construed or operate as a waiver of the covenant or condition, and no waiver shall be inferred from or implied by anything done or omitted to be done by the Landlord.

20. GENDER

- 20.1 Whenever the singular or masculine or neuter is used in this Lease, the same shall be construed to mean the plural or feminine or body corporate where the context or the parties so require.

21. NOTICE

- 21.1 Any notice or other communication required to be given under or pursuant to this Lease shall be in writing and signed and delivered by:
- (a) delivery in person;
 - (b) mail;
 - (c) facsimile transmission; or
 - (d) email attaching an electronic copy,

to the representative of the party to whom such notice is to be given at the following locations respectively:

If to the Landlord:

Port Alberni Port Authority
2750 Harbour Road
Port Alberni, British Columbia, V9Y 7X2
Attention: Manager of Administration & Properties
Facsimile: 250-723-1114
Email: Bfilipchuk@alberniport.ca

If to the Tenant:

City of Port Alberni
4850 Argyle Street
Port Alberni, British Columbia, V9Y 1V8
Attention: City Clerk
Facsimile: 250-720-1003
Email: Davina_Hartwell@portalberni.ca

or at such other location as either party shall advise by notice from time to time.

- 21.2 Any notice, demand or other communication shall be effective upon actual receipt and if sent by email to the Landlord, when acknowledgement is received from the Landlord. Notice by mail shall be deemed to have been delivered on the FIFTH (5th) business day after the day of mailing. In the event of disruption of mail services, all such notices and other communications shall be delivered with written acknowledgement of receipt rather than by mail.
- 21.3 The parties agree to provide each other with notification of a change of address, including email address, within THIRTY (30) days of any changes

22. HEADINGS

- 22.1 The headings in this Lease are inserted for convenience only and shall not affect the construction hereof.

23. TIME

- 23.1 Time is of the essence in this Lease.

24. MEMBERS OF PARLIAMENT

- 24.1 No member of the Parliament of Canada shall be admitted to any share or part of this Lease or to any benefit arising therefrom.

25. GOVERNING LAWS

- 25.1 This Lease shall be governed in all respects, including validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein, and in cases where federal and provincial laws conflict, the federal law shall prevail. The parties shall attorn only and exclusively to the jurisdiction of the courts of the Province of British Columbia save and except in the circumstance where the federal court has exclusive jurisdiction.
- 25.2 Nothing in this Lease will be held to absolve the Tenant from complying in all respects with the requirements of the *Navigable Waters Protection Act* of Canada and amendments thereto, nor will any approvals given by the Landlord hereunder be in any way construed as an approval required under the said *Navigable Waters Protection Act*.

26. GENERAL

- 26.1 It is the intent of the parties that this Lease is absolutely net to the Landlord and therefore the Tenant will pay all costs, expenses, repairs and charges of every kind relating to or concerning the Lands except as expressly set out herein.
- 26.2 No change or modification of this Lease will be valid unless it is in writing and signed by each party hereto.
- 26.3 All of the provisions of this Lease are to be construed as covenants and agreements. If any provision of this Lease is illegal or unenforceable it will be considered separate and severable from the remaining provisions of this Lease, which will remain in force and be binding as though the said provision had never been included.
- 26.4 All provisions of this Lease in favour of the Landlord and all rights and remedies of the Landlord, either at law or in equity, will survive the expiration or earlier cancellation of this Lease.
- 26.5 Nothing contained in this Lease, nor in any acts of the parties hereto, shall be deemed to create a partnership or joint venture between the parties, nor any relationship between the parties other than the relationship of landlord and tenant.
- 26.6 The Tenant shall have no recourse against the Landlord or against Her Majesty the Queen in Right of Canada should the title of the Landlord or of Her Majesty the Queen in Right of Canada prove to be defective in respect of the Lands or should the Lease prove ineffective by reason of any defect in such title.
- 26.7 The Tenant acknowledges and agrees that should this Lease have been secured by a misrepresentation by the Tenant as to any material fact, this Lease may be summarily terminated by the Landlord upon written notice to the Tenant of such termination.
- 26.8 Neither this Lease nor any interest of the Tenant herein nor any estate hereby created will pass or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Tenant or otherwise by operation of law.

- 26.9 Each of the parties hereto agrees not to disclose the terms and conditions of this Lease or any documents produced or disclosures made in the course of arbitration pursuant to this Lease, to any third parties without written notification of the other, except such confidential disclosure as may be required by either of the parties to their respective representatives, consultants and advisors, and except such disclosure as may be required by applicable law under FIPPA.
- 26.10 **IN WITNESS WHEREOF** the parties hereto have executed this Lease as of the day and year first above written.

[Signature pages follow]

SIGNED, SEALED AND DELIVERED BY)
PORT ALBERNI PORT AUTHORITY)
by its authorized signatories)

_____))
_____)

Print Title: _____)

_____)
_____)
_____)

Print Title: _____)

SIGNED, SEALED AND DELIVERED by)
THE CITY OF PORT ALBERNI)
by its authorized signatory(ies))

_____)
_____)

Print Title: _____)

_____)
_____)
_____)

Print Title: _____)

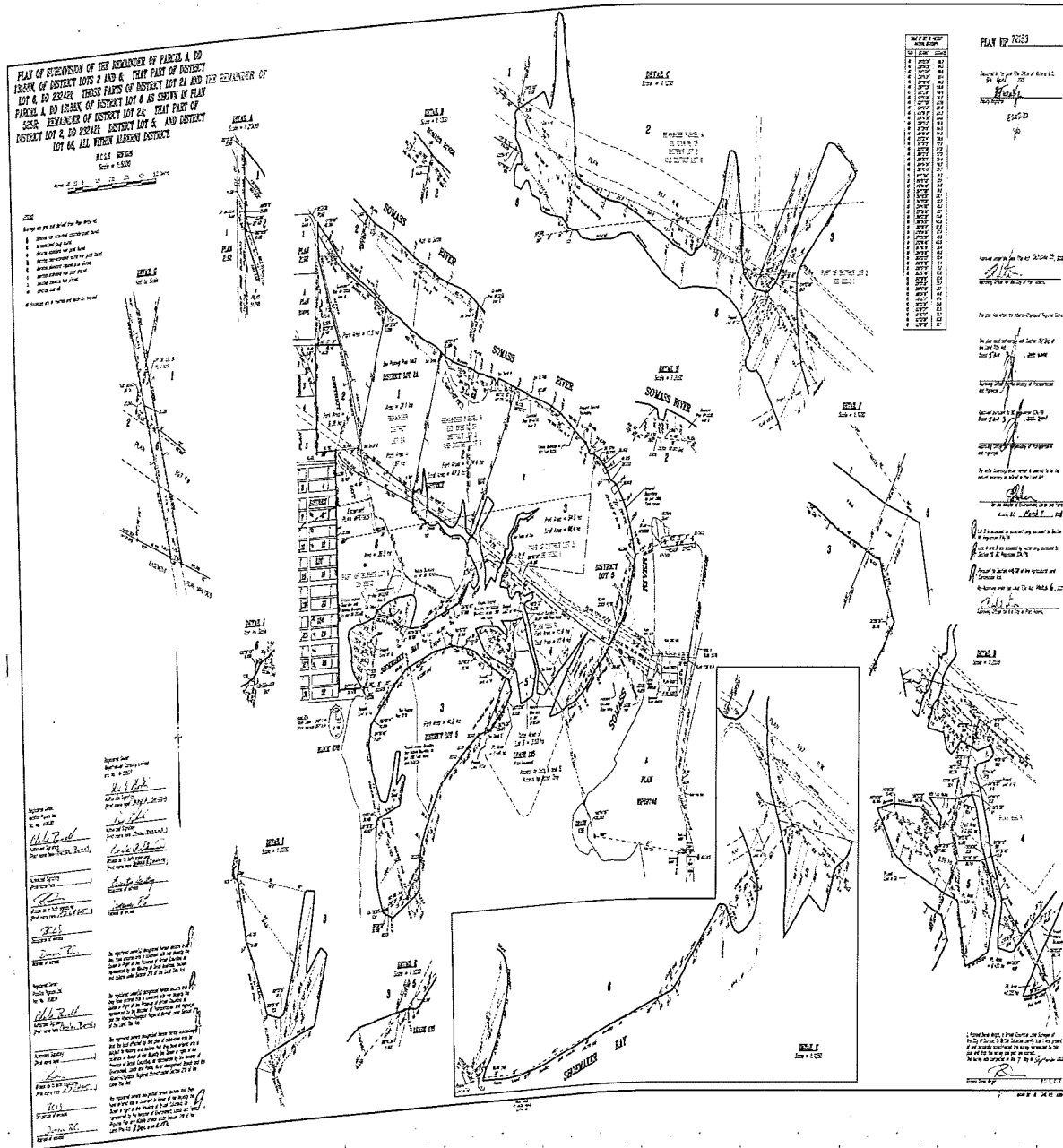
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C/S

SCHEDULE "A"

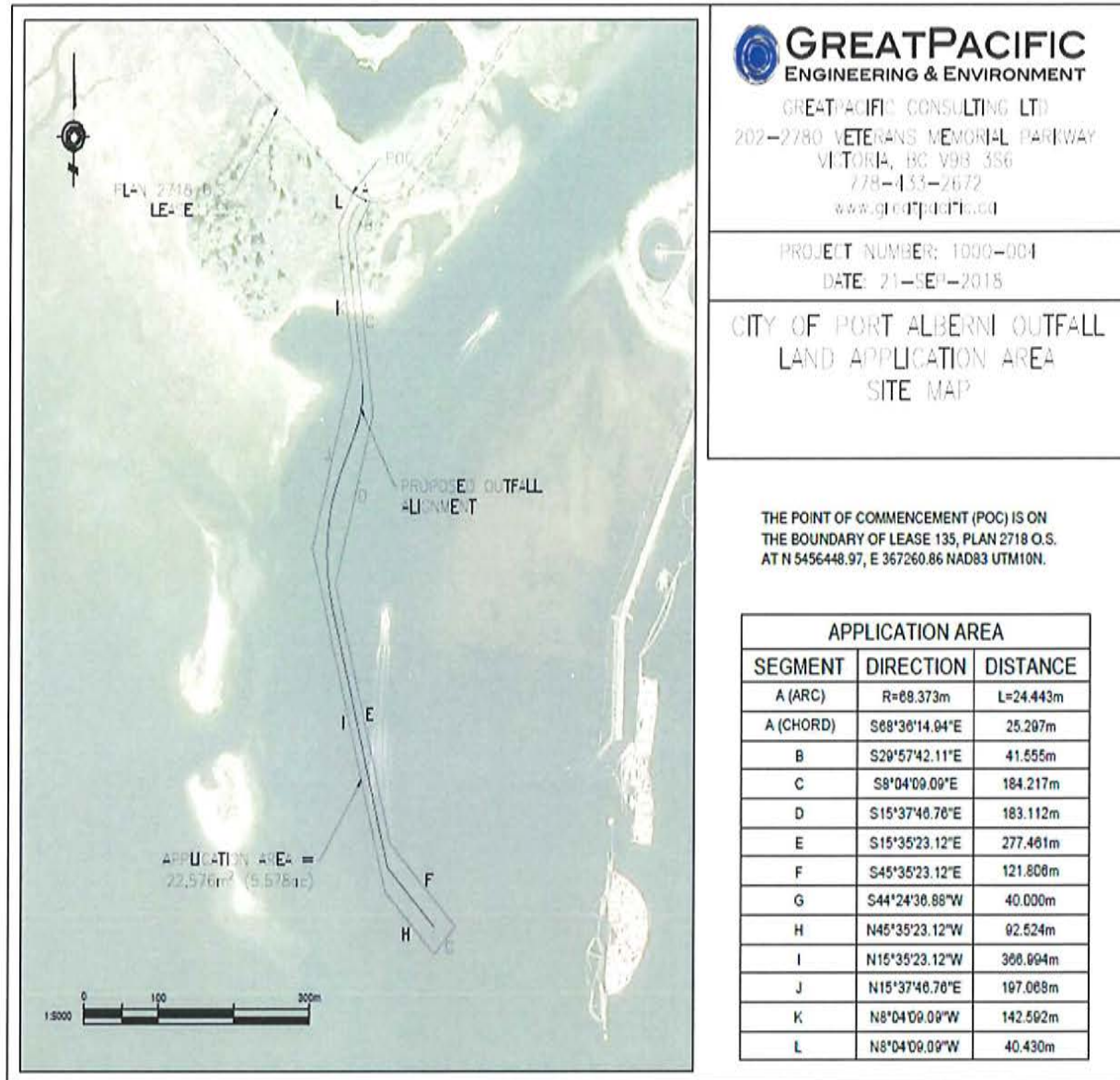
PLAN OF LANDS

All and singular those certain parcels or tracts of land in the bed of the Port Alberni Harbour, in the Province of British Columbia, which are shown on the Plan of the Survey VIP72153, of Lease Lots 3, 4 and 5, Bed of Port Alberni Harbour British Columbia, prepared by Richard Derek Wright, B.C.L.C. on September 7, 2000, a copy of which is attached hereto and forms and integral part of this Schedule "A".

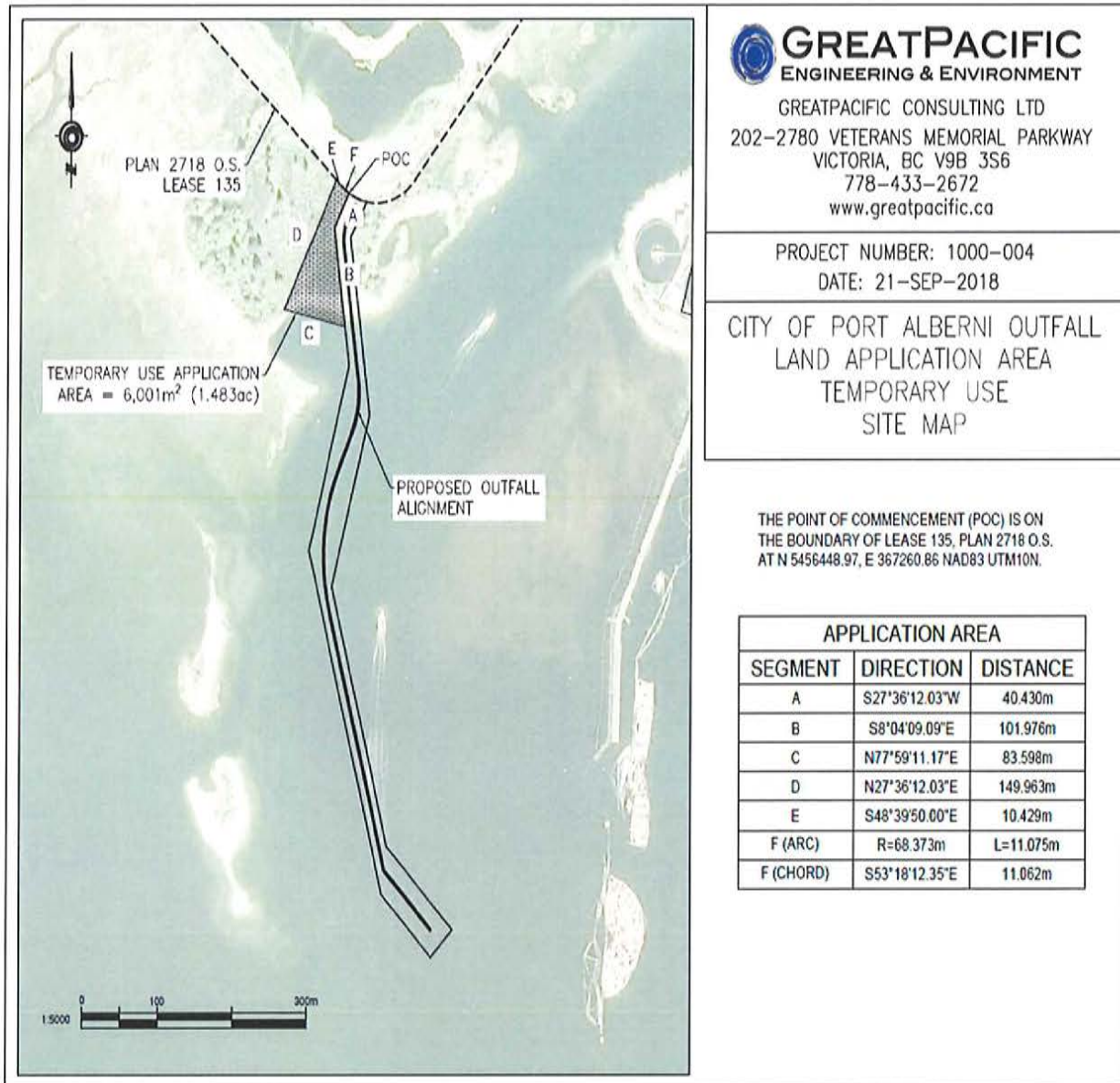


SCHEDULE "B"
LEASED PREMISES PLAN

(CITY TO PROVIDE A SURVEY PLAN OF THE LEASE AREA)
[DRAFT PLAN TO BE FINALIZED BY MARCH 31, 2020]



SCHEDULE "C"
TEMPORARY AREA SITE PLAN
 Concludes March 31, 2020



SCHEDULE "D"

INSURANCE:

- Section I Commercial General Liability Insurance in an amount not less than **TEN MILLION DOLLARS (\$10,000,000.00)** per occurrence, to cover all operations of the Tenant at or about the Leased Premises and the Temporary Area. Such insurance shall include the following endorsements:
- (a) Contractual Liability (including this Lease);
 - (b) Non-owned Automobiles;
 - (c) Products and Completed Operations;
 - (d) Broad Form Property Damage;
 - (e) Cross Liability;
 - (f) Employees as Additional Insureds;
 - (g) Contingent Employer's Liability;
 - (h) Personal Injury; and
 - (i) Tenant's Legal Liability (if applicable).
- Section II Pollution Liability (on a "Sudden and Accidental" basis) in an amount not less than **TEN MILLION DOLLARS (\$10,000,000.00)** per claim to cover the release of pollutants resulting from the Tenant's use and occupancy of the Leased Premises and the Temporary Area.
- Section III Automobile Liability Insurance in an amount not less than **THREE MILLION DOLLARS (\$3,000,000.00)** per accident for all licensed vehicles owned, leased, rented, or used by the Tenant in the performance of this Lease.
- Section IV Property Insurance on an "all risk" basis (including coverage for the perils of flood and earthquake) in an amount not less than the full replacement cost of such property, which shall include, but not be limited to:
- (a) Tenant Improvements and Landlord Property, the value of such shall be determined by independent property valuation, at the Tenant's sole cost and expense, at least every FIVE (5) years during the Term.
 - (b) The Tenant shall deliver to the Landlord copies of all valuations of Tenant Improvements and Landlord Property referred to in Section IV of Schedule "D" hereof within SIXTY (60) days after the time for completion of such valuations.

- Section V Boiler and Machinery Insurance, if not insured under Section IV, to cover all boilers and associated machinery, pressure vessels, and mechanical and electrical equipment, in an amount not less than the replacement cost of such property.
- Section VI Business Interruption Insurance, including rental expense coverage, for perils insured under Sections IV and V hereunder for a period of no less than TWELVE (12) months.
- Section VII Workers' compensation coverage in respect of all Tenant's employees, workers and servants engaged in any work in or upon the Leased Premises or in the event workers' compensation coverage is not available under the applicable legislation, employer's liability insurance in lieu thereof.

General (Applicable to Sections I through VII)

- (a) The insurance specified in Sections I, II, IV, V, VI and VII hereunder shall name the Landlord and Her Majesty the Queen in Right of Canada as Additional Insureds;
- (b) The insurance specified in Sections IV and V shall name the Landlord and Her Majesty the Queen in Right of Canada as loss payees as their interests appear;
- (c) The insurance specified in Sections IV, V and VI hereunder shall include a waiver of subrogation in favour of the Landlord;
- (d) The insurance specified in Sections IV, V and VI hereunder shall not contain any co-insurance provision higher than NINETY (90%) percent or any margin clause lower than ONE HUNDRED AND FIFTEEN (115%) percent without the permission of the Landlord;
- (e) Certificates of insurance evidencing the insurance specified hereunder (and subsequent renewals thereof) shall be delivered to the Landlord prior to the Commencement Date and subsequent insurance policy renewals shall be delivered to the Landlord not later than FIFTEEN (15) days following the expiry of the prior policy;
- (f) Deductibles, if any, which are applicable to the insurance specified hereunder, shall be borne by the Tenant;

- (g) All insurance policies shall be in a form and with insurers acceptable to the Landlord. All insurance policies shall be issued by insurers licensed to do business in the Province of British Columbia;
- (h) Every policy of insurance shall contain a provision that the insurers shall provide the Landlord with SIXTY (60) days prior written notice of cancellation of or material change to the policy;
- (i) Additional insurance and/or increased coverage minimums, if deemed necessary by the Landlord, shall be provided by the Tenant, at the sole cost of the Tenant. If requested by the Tenant, the Landlord shall provide an explanation as to the reasons for such additional insurance; and
- (j) The Tenant may meet any of the insurance obligations hereunder
- (k) The limits of insurance specified in this Schedule "D" in no way define or limit the obligation of the Tenant to indemnify the Landlord in the event of a loss.

Regular Meeting of Council
July 11, 2019
Staff Report → Parks, Recreation and Heritage

Projects

- The Chiller project is now complete; details regarding safety features of the new unit to be provided in the August monthly report
- Staff are working hard to build great ice for the season, beginning with West Coast Hockey Prep Camp on July 15
- A variety of painting projects are in progress, including City Hall, Echo Centre, Echo Park Fieldhouse, and Gyro Youth Centre



In-ice logo installation in progress

Programs/Events

- Our Town events are scheduled for July 9, 23, Aug. 8 & Aug. 20 (34th year running)
- Fall program registration commences August 1
- Annual Aquatic Centre shutdown starts August 9, re-opening on Sept. 8 with a free welcome back swim from 2pm – 4pm
- Winter Wonderland will run Dec. 3 - 26

Alberni Valley Museum

- Hosted Sponsors' Appreciation evening for Echoes in the Ice sponsors and unveiled additions to the museum donor wall
- Received unpacked and installed "Our Living Languages" exhibit, which will run June 21 to October 5
- Second Cruise Ship visit – two ship excursion tours and lots of visitors using the shuttle service almost 200 guests through the museum
- Working with School District 70 to host the Project with Heart Canoe and Speaking to Memory Exhibits at the museum this fall and winter – these are exhibits that cover Reconciliation and Residential Schools and will see all schools take part in programs and activities in the museum
- Very successful museum fundraiser "Tea with the Dames" held in partnership with the Beta Sigma Phi Sororities
- 2 summer students hired and started work on June 19
- Developing series of programs and tours for the summer season with students
- Continue to work with committee exploring revenue generation for the museum
- Continue to work with PR&H staff in restoration work for McLean Mill – arranged for A. McLean Garage to be cleared in preparation for new roof project



David McCormick of the Port Alberni Port Authority receives thank you gift from Heritage Commission Chair Gareth Flostrand

Western Vancouver Island Industrial Heritage Society

- Did not receive funding for summer students.
- Working on new membership pamphlet and promotions
- Tubes for #7 will arrive in next couple of weeks.
- New website is now live – ihsportalberni.ca
- Developing a policy committee and plan to update and create needed policies regarding governance, equipment use, projects, safety etc.

Port Alberni Maritime Heritage Society

- Continue to work out restoration plan for the Nahanni/Pelican – received some funding from the Community Foundation towards this.
- Holding special family events on Friday mornings throughout the summer



CITY OF PORT ALBERNI

Royal Canadian Mounted Police (RCMP) REPORT

TO: Tim Pley – Chief Administrative Officer

FROM: Inspector Brian Hunter – Department Head (RCMP)

COPIES TO: City Clerk – Davina Hartwell

DATE: July 16, 2019

SUBJECT: City of Port Alberni Departmental Report

ISSUE: RCMP Second Quarter policing report to Mayor and Council

DISCUSSION:

This report represents the policing activities undertaken by the Port Alberni RCMP Detachment during the second quarter of 2019. (April to June)

I have included a comparator to the statistics from the previous four years.

All founded occurrences gathered as of January 2019 include offences where it has been determined that the reported incident did occur or was attempted, or there was no credible evidence to confirm that the incident did not take place. Prior to 2019, only offences that were proven to have occurred were included in founded occurrences. This change in reporting will result in an increase when comparing 2019 founded occurrences with reports from previous years

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

- Officers received and responded to 3,690 calls for service; 3,010 of these calls occurred in the City of Port Alberni.
- The number of Criminal Offences are up 24% for the quarter compared to 2018.
*****Criminal Offences across Vancouver Island are up 47%*****
- Property Crime is up 38% for the quarter at 465 compared to 337 for the same time period last year. Thefts, mischief and thefts from vehicles seeing the largest increases.

Port Alberni RCMP's 2019/20 Annual Performance Plan Priorities:

- **Traffic- Road Safety:** Increased enforcement, both tickets and warnings. Reduction of Impaired drivers on the roads through criminal code charges and Immediate Roadside Prohibitions. Joint operations with Island District Traffic Units and Speedwatch.
- **Family Violence:** Focus on education, awareness and community support to foster a “wrap around” approach of harm reduction. Creating a supportive environment for victims of family violence to come forward.
- **Crime Reduction (Property Crimes and Drugs):** Identifying and managing prolific offenders through enhanced enforcement and partnerships with community agencies. The focus will be on drug and property crime offenders.
- **Indigenous Policing:** This includes traffic safety and enforcement on the First Nations, greater visibility at community events and meetings and a focus on First Nation Youth through prevention programs and involvement in schools and at youth events.

Respectfully submitted:

Inspector Brian Hunter
Officer in Charge
Port Alberni RCMP



Mayor and Council Report

Port Alberni Municipal	Q2 2019 (April to June)
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<i>Calls for Service</i>	Q2 2015	Q2 2016	Q2 2017	Q2 2018	Q2 2019
Total Calls for Service	2318	2355	2262	2586	3010

<i>Occurrences by Crime Type</i>	Q2 2015	Q2 2016	Q2 2017	Q2 2018	Q2 2019
Violent Crime	79	85	83	77	127
Property Crime	268	266	262	337	465
Other Criminal Code	176	186	173	173	160
Drug Offences	20	25	37	33	19
Total Criminal Code	543	562	555	620	771
Criminal Traffic	44	29	36	63	29

<i>Violent Crime</i>	Q2 2015	Q2 2016	Q2 2017	Q2 2018	Q2 2019
Assaults	48	33	38	33	58
Assault weapon/bod harm	9	6	5	9	7
Harassment	6	8	4	6	10
Robbery	3	5	3	3	3
Sex Offences	2	10	8	3	14
Uttering Threats	5	9	17	14	29
Domestic Violence	31	17	22	17	14

<i>Property Crime</i>	Q2 2015	Q2 2016	Q2 2017	Q2 2018	Q2 2019
Auto Theft	9	4	9	11	6
Bike Theft	9	12	11	15	19
Break and Enter - Business	16	6	20	15	16
Break and Enter - Residence	18	13	15	7	21
Break and Enter - Other	8	7	4	10	13
Mischief to Property	87	98	66	54	88
Theft	45	53	47	59	95
Possess Stolen Property	4	2	7	6	10
Shoplifting	23	18	20	48	48
Theft From Vehicle	28	28	27	34	77
Fraud	19	7	17	22	38

<i>Other Criminal Code</i>	Q2 2015	Q2 2016	Q2 2017	Q2 2018	Q2 2019
Cause Disturbance	57	93	86	98	68
Breach of Probation	40	29	21	31	25
Breach of Bail	28	19	35	20	39

<i>Provincial Statutes</i>	Q2 2015	Q2 2016	Q2 2017	Q2 2018	Q2 2019
Intoxicated in Public	79	74	54	60	66

CITY OF PORT ALBERNI

BYLAW NO. 4989

A BYLAW TO AMEND PORT ALBERNI ZONING BYLAW 2014, NO. 4832

The Municipal Council of the City of Port Alberni in Open Meeting Assembled Enacts as follows:

1. Title

This Bylaw may be known and cited for all purposes as "**Zoning Bylaw Map Amendment No. 34 (5189 Compton Road – Potter), Bylaw No. 4989**".

2. Zoning Amendment

2.1 That a portion of Lot 1, District Lot 20, Alberni District, Plan 9584 Except part in Plan 10613 (PID: 005-356-407), located at **5189 Compton Road**, as shown outlined in bold on Schedule A attached hereto, and forming part of this bylaw, is hereby rezoned from 'RR1 – Rural Residential' to '**R3 Small Lot Single Family Residential**'.

3. Map Amendment

Schedule "A" (Zoning District Map) which forms an integral part of Port Alberni Zoning Bylaw 2014, No. 4832 is hereby amended to denote the zoning outlined in Section 2 above.

READ A FIRST TIME THIS 13TH DAY OF MAY, 2019.

READ A SECOND TIME THIS 13TH DAY OF MAY, 2019.

A PUBLIC HEARING WAS HELD THIS 24TH DAY OF JUNE, 2019.

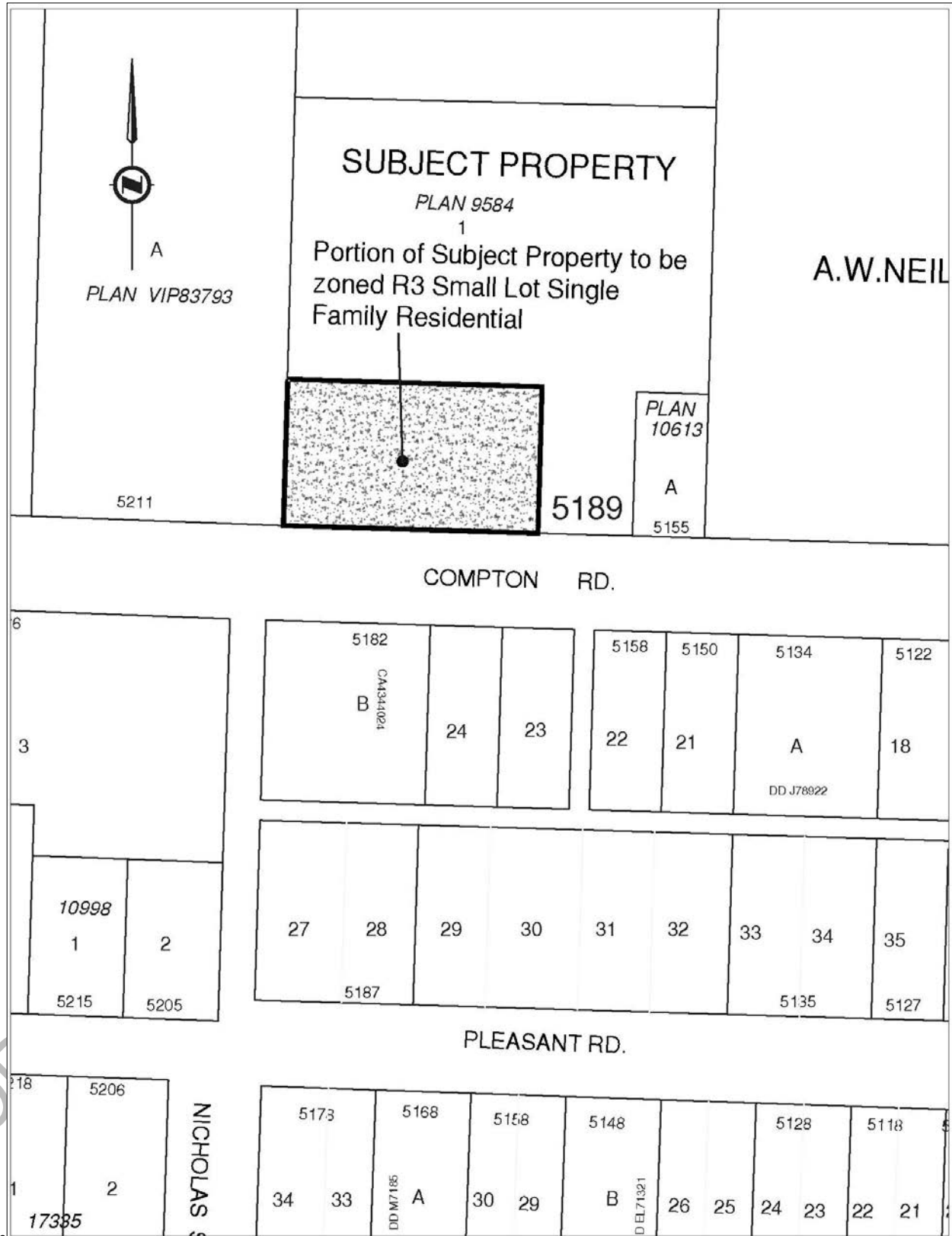
READ A THIRD TIME THIS ___ DAY OF ____, 2019.

FINALLY ADOPTED THIS ___ DAY OF ____, 2019.

Mayor

Clerk

Schedule "A" to Bylaw No. 4989





ALBERNI DISTRICT FALL FAIR ASSOCIATION

July 09, 2019

City of Port Alberni
c/o Davina Hartwell,
City Clerk

Dear Davina,

Re: 2019 Parade

The Alberni District Fall Fair is requesting that we be permitted to hold our annual parade. It is slated for Saturday September 7th from 11am to 12pm from the corner of Burde Street along 10th Avenue to Alderwood Street before disbanding.

The Arrowsmith Amateur Radio Club will be overseeing marshaling along Burde Street to 12th Avenue and Anderson Street, there will be barriers and flaggers at all major intersections and signage notifying vehicles entering the city of a parade in progress.

The RCMP, ambulance, fire department and transit will be notified of the parade.

Thank you for your continued support of the Alberni District Fall Fair and our annual parade.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann Siddall".

Ann Siddall
Administrator

ENTERED

H.I

From: rebecca terepocki [<mailto:rebbterr@yahoo.ca>]
Sent: Friday, July 12, 2019 10:51 AM
To: Davina Hartwell
Subject: Regarding Demolition of ArrowView Hotel

TO MAYOR & CITY COUNCIL - JULY 22, 2019

RE: DEMOLITION OF ARROWVIEW HOTEL

Having read the article "City Stalls Over Hotel", in the Jul 10, 2019 edition of Alberni Valley News, it comes to mind one thing:

INSURANCE COMPANIES + ASBESTOS REMOVAL COMPANIES = BIG BIG MONEY

It was suggested to me by a senior member of our community who read this article:

Why doesn't the city burn down this property? It would save on the huge expense would it not?

Cleanup following the burn, would still require excavation of some sort, to clean up and to level the property. Would this not save the City a huge amount of money which could be put to better use???

Senior member of Alberni Valley Community

July 12, 2019

Dear E-Comm partner,

I am pleased to share E-Comm's Annual Report, which outlines our key activities for 2018 — including the completion of the new South Island 9-1-1/Police Dispatch Centre and the planned replacement of the E-Comm radio network that serves first responders across Metro Vancouver. We welcomed new fire departments to our radio system and we carried out preparations for the addition of 22 new fire departments as dispatch partners.

Over the past year, we also examined where we are as an organization and where we want to be over the next five to seven years. To that end, our Board of Directors and our management team engaged in an in-depth strategic planning process that include broad consultation with our many stakeholders. We recently launched our plan, which we call (a)SPIRE 2025, and invite you to learn more at www.ecomm911.ca. This strategic roadmap will guide us as we work, together with our partners, to provide exceptional emergency communications services in our province.

It is a privilege to help deliver our vision of safer communities in British Columbia through excellence in public safety communications.

I hope you enjoy reading about our activities from last year and please do not hesitate to contact me if you have any questions.

Sincerely,



Oliver Grüter-Andrew
President and CEO

604.215-5002

oliver.gruter-andrew@ecomm911.ca

ENTERED

J.3.





Port Alberni Shelter Society

3939 Eighth Ave.,
Port Alberni, BC, V9Y 4S2

250-723-6511 (ph)
250-724-6544 (fax)

pashelter@shaw.ca

City of Port Alberni
City Council Correspondence

June 10, 2019

As you are aware, in the past our Port Alberni Shelter Society has kindly been granted exemptions by City Council from taxation for some properties where we provide housing and housing supports.

In light of the many financial challenges which the City has had to face over the past year, the Society has made a decision to **not** apply for a continuance on these exemptions.

It is our hope that this small gesture will alleviate some of your financial challenges. Perhaps more importantly we hope it will serve as a gesture of support for the hard work and difficult challenges which you face as Port Alberni rebuilds its economic core.

Sincerely,

A handwritten signature in black ink, appearing to read "Wes Hewitt".

Wes Hewitt
Executive Director
Port Alberni Shelter Society

ENTERED

Ron Corbeil: Report to City Council – July 22, 2019

On behalf of the Port Alberni City Council I attended:

1. July 5, 2019, I attended the play, the Diary of Anne Frank at the Alberni District Senior Secondary school. The Portal Players Dramatic Society and Theatre BC's North Island Zone co-hosted the annual provincials of community theatre. The play was excellent and very well attended.
2. July 9, 2019, I attended the Age-Friendly Committee meeting.

Councillor Report

For July 22, 2019

Councillor Debbie Haggard

June 26, 2019 – I attended the open house for the newly renovated **Paramount Theatre**. The renovations look absolutely amazing! A big thank you to Landmark Cinemas for investing in our community!

June 27, 2019 – There was a regular Board meeting of the **Alberni Valley Chamber of Commerce**. This was the first meeting held for the newly elected board. Updates on activities were given and preliminary plans for the upcoming year were discussed.

June 27, 2019 - Advisory Planning Commission meeting – Proposed plans for new rental accommodations were presented.

June 27, 2019 – Representatives from the Ministry met with members of City Council and City staff and the Alberni-Clayoquot Regional District Board and staff requesting input regarding management of forestry lands.

July 1, 2019 – Mayor Minions, Councillors Washington, Corbeil and I participated in the local **Canada Day Parade**. Canada Day buttons and pencils were given out to children watching the parade. A good time was had by all!

July 2, 2019 – Mayor Minions, Councillor Corbeil and I met with two representatives from the fire department. Topics discussed included public perception, better communication between the fire department, members of City Council and the public and budgetary concerns.

July 3, 2019 – I attended a planning session with two representatives from the Alberni Valley Chamber of Commerce regarding the Women's Business Forum scheduled in the fall. More details to follow.

July 15, 2019 – A Committee of the Whole meeting was held with the public regarding the future of the Port Alberni train station. The architect presented many good ideas with comparisons to other well-known sites. Council must now consider several different facets of the issue and determine long term and best public use of the space.

Councillor Report

For July 22, 2019

Councillor Helen Poon

3pm, 3rd July: I was invited to attend a seminar at a conference 'Summer Institute for Union Women' held at UBC. The seminar was about 'Decriminalization of Sex work' and 'Unionization of Sex workers'. It was informative.

10am, 7th July: Attended the Golden Oldies Car Show.

10th July: Reviewed the minutes of the Uptown Merchants Association monthly meeting.

1pm, 12th July: Attended Community Action Team meeting, participated in the ongoing discussion on opioid crisis. There was an interesting presentation by a human rights lawyer on projects related to giving drug users information on what their rights are, particularly relating to discrimination.

6pm, 12th July: Attended Community Action Team film screening of 'Us and Them' that followed the lives of four homeless people who also happened to be drug users. It was particularly moving, and the screening itself was well-attended.

11am, 13th July: Visited with Ryan Windsor, Mayor of Central Saanich to discuss and compare current issues.

11am, 14th July: Visited with Aaron Stone, Mayor of Ladysmith to discuss and compare current issues.