



POLICY NUMBER: 5-1855-1

REFERENCE:

Corporate Sponsorship

ADOPTED BY:

Council
<Date Adopted>

AMENDED DATE:

N/A

SUPERSEDES:

#019/97

DEPARTMENT:

Administration

EFFECTIVE DATE:

<Date>

Policy Statement:

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The District of Ucluelet will provide an opportunity for businesses to make financial contributions towards programs, events, services or facilities in return for public recognition.

Definitions:

“Corporate Sponsorship” may be defined for the purposes of this policy by the following statements:

- a) Corporate Sponsorship gives on-going recognition through public awareness.
- b) The company may request exclusive marketing rights to promote their involvement with the infrastructure/activities as approved by the District of Ucluelet.

Guidelines:

1. District Goals, Objectives and Policies

Corporate involvement must not be in conflict with the goals, objectives, policies and bylaws of the District of Ucluelet and there will be no loss of District of Ucluelet jurisdiction or authority through corporate sponsorship.

2. Opportunities Offered Equitably

The District of Ucluelet must offer sponsorship opportunities to as many potential sponsors in any particular product or service category as possible, in order to be equitable.

- Corporate gifts and donations to the District of Ucluelet are outside of and unaffected by the corporate sponsorship program.



3. Signage

Signage that might form part of a corporate sponsorship agreement will conform to the District of Ucluelet's Signage Bylaw.

4. Press Release

No media materials discussing District of Ucluelet decisions will carry commercial corporate recognition of any sort.

5. Sponsored Materials

All sponsored products, materials and services must meet District of Ucluelet specifications and standards used in the purchase of similar materials.

6. Employee Participation

No employee shall be required to wear personal clothing with corporate logos or advertising.

7. Minor League Sports Teams

Neighbourhood sports teams (soccer, softball, etc.) are permitted to be sponsored by local businesses and merchants. These agreements may not form part of any District of Ucluelet sponsorship program.

The District of Ucluelet must approve corporate recognition on the District property, other than uniforms.

8. Evaluation

There will be an annual report of benefits and costs of corporate sponsorship.



POLICY NUMBER: 5-1820-1

REFERENCE:
 Utilities Billings

ADOPTED BY:
 Council
 <Date Adopted>

AMENDED DATE:
 N/A

SUPERSEDES:
 #034/04

DEPARTMENT:
 Finance

EFFECTIVE DATE:
 <Date>

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That utility billing for construction commences when a building permit is issued by the District upon the following circumstances:

1. New Construction:
 All utilities for new construction commence upon the issuance of a building permit.
2. Existing Buildings, Buildings Under Construction and Infill Vacant Land:
 All utilities are to be billed from date of connection to the service. Public Works will advise the Finance Department of the connection date and any additional charges incurred during the installation.
3. Subdivisions with Pre-Service Connections to Property Line:
 - a) Full rate;
 - b) Full rate applicable for non-metered upon issuance of a building permit.
4. Temporary Bulk Use from Hydrant or Standpipe (metered) i.e. subdivisions, commercial developments
 - a) Meter attached to hydrant - refundable deposit of \$850.00 less \$60.00 for installation and removal, less water use at \$0.50 per m³.
 - b) Standpipe - installation cost and removal by estimate plus deposit of \$850.00 less water use at a rate per m³ (see relevant Bylaw).



The Corporation of the District of Ucluelet

MUNICIPAL POLICY MANUAL

Deposit and installation estimate is to be paid in advance of installation. Estimate will be adjusted to reflect actual cost of installation with credit or debit to deposit amount on disconnection.

Mayor Dianne St. Jacques
District of Ucluelet



POLICY NUMBER: 7-2650-1

REFERENCE:

Annual Vacation Leave

ADOPTED BY:

Council
<Date Adopted>

AMENDED DATE:

N/A

SUPERSEDES:

#028/00

DEPARTMENT:

Administration

EFFECTIVE DATE:

<Date>

Policy Statement:

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The District of Ucluelet will follow an Annual Vacation Leave policy to ensure employees regularly use their accrued vacation leave to ensure a healthy and rested staff and avoid excess accrued leave hours.

Guidelines:

- a) Management and staff are to make every effort to take their annual vacation leave.
- b) Staff may carry over a maximum of two weeks' vacation leave for the following year (non-accumulative).
- c) At the Chief Administrative Officer's discretion, unused excess vacation leave may be paid out or carried forward to the following year.
- d) Other considerations for vacation leave must be approved by the Chief Administrative Officer.



POLICY NUMBER: 7-2650-2

REFERENCE:
Pre-approved Overtime Hours

ADOPTED BY:
Council
<Date Adopted>

AMENDED DATE:
N/A

SUPERSEDES:
#009/96

DEPARTMENT:
Administration

EFFECTIVE DATE:
<Date>

Policy Statement:

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All overtime hours must be pre-approved by your immediate supervisor, in writing, prior to the commencement of duties.

This procedure will ensure fairness to all staff and avoid any confusion as to what was said and what hours were approved.

Attachments:

- Overtime Authorization Form



Overtime Authorization Form
District of Ucluelet

Employee Name: _____

Employee Title: _____

Department: _____

Today's Date (yy/mm/dd): _____

Overtime Required From: _____ to _____

Total Overtime Not to Exceed: _____ hours

Detailed Explanation Why Overtime is Required:

Employee Signature

Supervisor Signature

Date (yy/mm/dd)

Date (yy/mm/dd)



POLICY NUMBER: 7-2650-3

REFERENCE:

Sick Leave – Medical Appointments, Vacation or Other Leaves

ADOPTED BY:

Council
<Date Adopted>

AMENDED DATE:

N/A

SUPERSEDES:

#012/01

DEPARTMENT:

Finance

EFFECTIVE DATE:

<Date>

Policy Statement:

Page 1 of 2

The District of Ucluelet will provide personnel with some protection against the loss of salary during periods when they cannot perform their assigned responsibilities due to illness.

Sick Leave – Medical Appointments:

The District of Ucluelet permits the use of accrued sick leave for medical or dental appointments because the employer recognizes that preventative medical and dental attention benefits employees directly and the employer indirectly. The use of sick leave entitlement for medical and dental appointments is specified in the Collective Agreement, and the Exempt Staff Remuneration Business Case (policy 5-1920-1) states that “time off for medical appointments will be compensated as sick time. Paid time off for medical appointments will be managed ethically and responsibly by employees and will be subject to a preapproval process with the immediate supervisor and/or CAO.” This policy does not specify the use of sick leave for dental appointments.

It is expected that where employees elect to use sick leave to attend medical and dental appointments, that employees use medical and dental resources available in Ucluelet. Where such services are not available in Ucluelet, employees are expected to claim sick leave only for reasonable and appropriate travel time and time in attendance at the appointments. Where possible, staff should schedule their appointments so as to minimize the impact on their work schedules.

Employees residing outside of Ucluelet who elect to visit outside medical and dental practitioners (when qualified practitioners are available in Ucluelet) may use sick leave to attend their preferred practitioners, but use of the sick leave entitlement is limited to the reasonable and appropriate travel time between the employee’s residence and the medical office and time in attendance at the appointments. [Consistent with the principle that the employer does not discriminate in hiring out of town staff, the employer should not endure an additional burden for travel time between Ucluelet and another location to accommodate the preferences of employees residing outside of Ucluelet].



POLICY NUMBER: 9-4020-2

REFERENCE:

Animal Impounding

ADOPTED BY:

Council

<Date Adopted>

AMENDED DATE:

N/A

SUPERSEDES:

#012/01

DEPARTMENT:

Public Works

EFFECTIVE DATE:

<Date>

Policy Statement:

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The District of Ucluelet will provide for the conveyance, impounding, and maintenance of animals impounded pursuant to Section 8 of the ‘District of Ucluelet Animal Control and Licensing Bylaw No. 803, 1999’ and any amendments thereto.

Procedure:

1. For animals impounded pursuant to Section 8 – Impounding of ‘District of Ucluelet Animal Control and Licensing Bylaw No.803, 1999’ (and applicable amendments), District staff will:
 - a. Ensure the animal has adequate water, food and bedding.
 - b. Collect necessary information such as:
 - dog tag (if any)
 - colour of animal
 - breed of animal
 - sex of animal
 - neutered or spayed
 - location and time of offence.
2. Provide all information to the Superintendent of Public Works or Foreman or Bylaw Officer. They will ensure a Bylaw Notice of Infraction form is filled out and signed. This form will be given to office staff and will include infraction charges and dog tag charge (if required). Office staff will draft a dog notice that will be posted by the Public Works department for 3 days at the following locations:
 - District office
 - Public Works yard



- Post office
 - Co-op
 - Laundromat
 - Community web portal
3. Any animal impounded pursuant to the 'District of Ucluelet Animal Control & Licensing Bylaw No.803, 1999' and its Amendments, and for which impoundment and maintenance charges and reimbursement of any veterinary services becomes chargeable to the owner, the District may deem such charges as property taxes and thereafter add same to the tax roll accruing to any property of the owner located within the District and thereafter collect those charges from the said owner in the same manner as property taxes.

No provision of this policy shall be construed as causing the District to be liable to the owner of the animal for any injury to, or sickness or death of the animal.

4. Once fines are paid by the owner and a receipt has been issued, office staff will inform Public Works staff to release the animal to the owner. If payment for fines is in the form of a post-dated cheque, the animal cannot be released until the cheque clears.
5. The Chief Administrative Officer may use discretion with respect to item #4.
6. In the event any problems arise with the owner of an animal, the Superintendent of Public Works is to be notified to deal with the problem.



POLICY NUMBER: 9-4000-1

REFERENCE:

Bylaw Enforcement

ADOPTED BY:

Council
 <Date Adopted>

CROSS-REFERENCE:

Actions on Zoning and Bylaw Infractions Policy 9-4020-1

SUPERSEDES:

New

AMENDED DATE:

N/A

DEPARTMENT:

Administration

EFFECTIVE DATE:

<Date>

Policy Statement:

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The District of Ucluelet will, from time to time and in accordance with this policy, take enforcement action with respect to contraventions of its bylaws. It is the goal of Council to achieve voluntary compliance through increased public education and awareness of District regulations and their rationale.

The purpose of this policy is to provide guidance to staff on the receipt of complaints and the initiation of investigation and enforcement proceedings related to contraventions of municipal bylaws. The District will use discretion on a case-by-case basis to evaluate contraventions, and take reasonable steps to investigate contraventions in accordance with this policy and operational guidelines of the District.

Definitions:

For the purposes of this policy:

- **“District”** means District of Ucluelet.
- **“Bylaw”** or **“Municipal Bylaw”** means a bylaw adopted by the District of Ucluelet, and includes, but is not limited to, bylaws listed in Schedule ‘A’ of this policy.
- **“Bylaw Officer”** means any of the following:
 - a) Chief Administrative Officer of the District of Ucluelet, or his designate;
 - b) Chief Financial Officer of the District of Ucluelet;
 - c) Bylaw Enforcement Officer of the District of Ucluelet;
 - d) Animal Control Officer of the District of Ucluelet;
 - e) Members of the Royal Canadian Mounted Police and Auxiliary RCMP Officers.



Confidentiality:

- a) The identity of a complainant is to be considered confidential and will not be disclosed to anyone for any purpose, except as required by law, and in accordance with the following provisions:
 - i. The complainant's identity may not be disclosed to the person under investigation or any member of the public;
 - ii. A response of a person under investigation may not be disclosed to the complainant. Bylaw enforcement files may not be discussed with a complainant subsequent to the initial submission of a complaint;
 - iii. Where a person submits a request pursuant to the *Freedom of Information and Protection of Privacy Act* for the disclosure of personal information contained in a bylaw enforcement file, it is the District's policy to refuse disclosure under the applicable sections of the *Freedom of Information and Protection of Privacy Act*, unless consent is obtained by the person who supplied the information;
 - iv. Despite the foregoing, the District will not guarantee the anonymity and confidentiality of complainants and may disclose personal information in bylaw enforcement files in the following circumstances:
 - If the complaint has been publicly disclosed by the complainant;
 - If the investigation results in enforcement proceedings;
 - If disclosure is required pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*;
 - If an order for disclosure is issued by the Provincial Freedom of Information Commissioner under the *Freedom of Information and Protection of Privacy Act*;
 - As otherwise required by law.

Investigation:

- a) A Bylaw Officer, acting in the regular course of his or her duties, may initiate investigations and conduct inspections to determine compliance with all regulations, prohibitions and requirements of District bylaws.
- b) Investigations may be initiated by written complaint. A complaint with respect to an alleged contravention of a municipal bylaw must be documented in writing before the complaint will be considered for investigation, and must contain:
 - i. The name and contact information of the complainant;
 - ii. A description of the nature and location of the alleged contravention.
- c) Investigation and enforcement priority may be given to alleged contraventions that adversely affect the health, safety and security of the public; adversely affect the environment; or may result in liability for the District.



Enforcement:

- a) Where a Bylaw Officer has reasonable and probable grounds to believe and does believe that a violation of a bylaw exists or that abatement procedures are inadequate, he or she may enter upon any property to further an investigation or resolve any violation.
- b) Any person who violates any of the provisions of a municipal bylaw, or who suffers or permits any act or thing to be done in contravention of a bylaw, or who neglects to do or refrains from doing any act or thing that is required to be done by any of the provisions of a bylaw, shall be deemed to have violated the provisions of the bylaw and shall be liable to the penalties imposed in the Municipal Ticket Information Bylaw No. 949, 2004 or amendments thereto. Each incident attended by a Bylaw Officer constitutes a separate offence and each day that such violation is permitted to continue will constitute a separate offence.
- c) In determining whether to commence enforcement proceedings, the District may consider one or more of the following criteria:
 - i. The scale, nature, and duration of the contravention;
 - ii. The amount of time that has elapsed since the contravention occurred;
 - iii. The impact of the contravention on the community;
 - iv. The resources available to resolve the matter;
 - v. The costs associated with enforcement action;
 - vi. Whether public safety is at risk;
 - vii. Whether enforcement may be a deterrent in future cases.
- d) The District's primary enforcement objective is to obtain voluntary compliance.
- e) If voluntary compliance is not achieved, the District may exercise enforcement powers in accordance with the following remedies:
 - i. Quasi-criminal proceedings in Provincial Court and any other remedy as set out in Section 260 of the *Community Charter*;
 - ii. Supreme Court injunction proceedings as set out in Section 274 of the *Community Charter*;
 - iii. Remedial action and any other remedy as set out in Part 3, Divisions 5-12 of the *Community Charter*, and the District may seek to fulfill those requirements at the expense of the person in contravention, in accordance with the provisions of Section 17 of the *Community Charter*.
- f) The District retains the discretion to not commence enforcement proceedings in accordance with one or more of the criteria listed in section (c), 'Enforcement', of this policy.
- g) The Bylaw Officer shall maintain a written record of inspections and investigations undertaken and record the disposition of all complaints received.



Penalty:

- a) It is the duty of the Bylaw Officer to enforce the provisions of municipal bylaws.
- b) Tickets issued for offences against municipal bylaws are authorized by the ‘Municipal Ticket Information Bylaw No. 929, 2004’, and amendments thereto, and fines will be in accordance with in the Municipal Ticket Information Bylaw No. 949, 2004 or amendments thereto.

Mayor Dianne St. Jacques
District of Ucluelet



APPENDIX A – DESIGNATED BYLAWS

The bylaws enumerated below (and all amendments thereto) have been designated by Council for monitoring, investigation, and enforcement by the District of Ucluelet:

- 1) District of Ucluelet Noise Control Bylaw No. 915, 2003
- 2) Ucluelet Business Regulation and Licensing Bylaw No. 922, 2003
- 3) Traffic & Parking Bylaw No. 948, 2004
- 4) Garbage Collection & Regulation Bylaw No. 960, 2004
- 5) District of Ucluelet Animal Control and Licensing Bylaw No. 803, 1999
- 6) Public Property Use Regulation Bylaw No. 963, 2004
- 7) Outdoor Burning Bylaw No. 978, 2005



As appropriate, employees are expected to attend work before and/or after attending their appointments. It is inappropriate and an abuse of sick leave to claim a full day of sick leave for attending medical appointments where the reasonable and appropriate travel and attendance time do not warrant the claim.

Sick Leave – Vacation or Other Leaves:

The District of Ucluelet does not permit the use of accrued sick leave as a result of illness or injury, or medical or dental appointments, while on vacation (including time off in lieu of overtime) or leaves of absence.

The employer may consider exceptions to these policies on an individual case basis, each based on its own merit and "without prejudice".

Mayor Dianne St. Jacques
District of Ucluelet



POLICY NUMBER: 9-4520-2

REFERENCE:
Provisions for Filming in Ucluelet

ADOPTED BY:
Council
<Date Adopted>

AMENDED DATE:
N/A

SUPERSEDES:
#005/98

DEPARTMENT:
Planning

EFFECTIVE DATE:
<Date>

Policy Statement:

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The District of Ucluelet will encourage the use of Ucluelet for location filming. The use of Ucluelet for location filming can generate significant benefits for the local economy.

The promotion of the film industry, however, must be balanced against the impact of this industry's activities on Ucluelet's citizens. Where the two conflict, the municipality has a responsibility to protect the well-being and interests of the residents. The municipality must also recover its costs for the use of municipal services by the filming industry.

All filming within the District of Ucluelet, will be done under permit and will be subject to the terms and conditions of this policy. Other agencies within the geographic area that may also be involved in the approval process are: RCMP, Transport Canada, Fisheries and Oceans Canada, and the Ministry of Transportation & Highways.

Objectives:

- a. To facilitate the motion picture industry in its production endeavors by providing centralized and efficient procedure for obtaining District authorization when necessary for filming-on-location in Ucluelet.
- b. To promote the District of Ucluelet as an inviting environment for filming-on-location.
- c. To minimize any inconvenience to the general public and the citizens of Ucluelet as a result of filming-on-location activities.
- d. That by issuing District authorization to utilize public facilities for filming-on-location, the District is provided with appropriate liability insurance.
- e. To ensure that filming-on-location will not cause any irreparable damage to public or private property and in the event such damage does occur, the film company shall be responsible for all such repairs as required.
- f. To ensure that filming-on-location shall not jeopardize the safety and well-being of the general public.



- g. To ensure that the District recovers its costs for all services rendered associated with filming-on-location activities.
- h. To ensure that filming-on-location activities fully observe the bylaws of the District.
- i. The District of Ucluelet reserves the right to approve or deny any request for filming-on-location involving property, assets, rights-of-way, etc. owned or governed by the District.

Guidelines:

1. Applications

- a) In order to obtain approval for filming-on-location which involves the District property, including beaches, parks facilities, buildings, equipment, and streets, an application must be made to the Administrator;
- b) The application must be made well in advance of the project and not less than three (3) working days prior to commencement of filming activities. For complicated projects, additional advance notice will be required. The District cannot guarantee its authorization of the film project and/or provision of services if insufficient advance notice is not given.
- c) The application shall take the form of a Location Filming Application Form, a copy of which is attached to this policy as Schedule "A."
- d) Application forms are available from the District office.

2. Liability Insurance

- a) It will be the responsibility of the applicant to submit all required insurance documents with the Location Filming Application before the commencement of filming activities.
- b) The following insurance requirements must be satisfied:
 - i) The District of Ucluelet must be named as a co-insured in the applicant's liability policy;
 - ii) A Hold Harmless Agreement as set out in Schedule "B" must be entered into with the District;
 - iii) Liability policy must not be less than \$5 million, and under situations of potential greater exposure to the District, the liability insurance may be increased accordingly;
 - iv) The insurance policy must include a thirty (30) day cancellation clause;
 - v) Cross liability endorsement must be included in the insurance provisions;
 - vi) Proof of automobile insurance with \$5,000,000 liability insurance when any vehicles are used in the film.



3. Damage Deposit

- A damage and clean-up deposit (minimum of \$5,000.00) shall be submitted to cover any potential damage to District facilities equipment, etc. and shall be made prior to the commencement of filming;
- Damage deposits will be submitted to the District office by certified cheque, payable to the District of Ucluelet.
- Deposits will be refunded upon completion of the filming activities, an inspection by District staff and final approval of the Administrator.
- Any required repair, clean-up, or restoration will be undertaken by the film company. Any repairs, restoration, etc. not undertaken by the film company will be provided by the District, the cost of which will be drawn from the damage and clean-up deposit, along with overhead and administration fees.

4. Fees and Charges

- All fees associated with filming are based on cost recovery for the services provided by the District.
- Fee amounts for the use of District beaches, parks, streets, equipment, staff, etc. are outlined on Schedule "C."

5. Traffic Management

Parking on District Streets

- Parking of film production vehicles on District streets is subject to prior approval of the Public Works Department. Requests must be made to the Administrator as far in advance as possible prior to commencement of filming.
- The placement of "special event" signs to accommodate film production vehicles may be provided by the District. Fees to cover costs of sign placement and removal are required.

Street Closures

- Complete closure of streets for filming on-location is subject to the prior approval of the Public Works Department. Advance notice of two (2) weeks is required for street closures.
- The District will arrange for the placement of barricades, signs, etc. as required to ensure that the effects of the street closure are minimized. A fee for placement and removal will be required.
- The film production company will be responsible for all public relations with private citizens, businesses, and residents who may be affected by parking of vehicles and street closures. The film production company must notify in writing those individuals who may be affected by filming activities.



- Any film projects involving Highway 4 (Peninsula Road) will require approval from the Ministry of Transportation and Highways as this road falls under provincial jurisdiction.

Traffic Control

- Public Works staff may provide traffic control upon request to the Administrator. Advance notice of three (3) working days is required for this purpose.
- The film crew may provide traffic control through the use of qualified personnel and equipment, subject to District authorization.
- If film companies wish to employ the R.C.M.P. for traffic control, they are to make such arrangements directly with the R.C.M.P.

6. Fire Department Services

- All requests for the use of Fire Department equipment, vehicles, and personnel should be made to the Administrator.
- Any and all equipment and vehicles can be recalled without notice in case of emergency.
- Only Fire Department personnel will be permitted to operate equipment and vehicles and the Fire Department will specify the manpower required for such operation.

Attachments:

- Schedule A – Location Filming Application
- Schedule B – Hold Harmless Agreement
- Schedule C – Fee Schedule

Mayor Dianne St. Jacques
District of Ucluelet



SCHEDULE A

Location Filming Application District of Ucluelet

Date of Application: _____

Company Name: _____

Business Address: _____

Phone: _____ Fax: _____

Designated Representative On Site: _____

Name of Film / Commercial: _____

Give details of the **area(s)** you request, **when** you need them and for **how long**, including dates and details concerning **set-up** and **takedown**:

Number of People: _____ Number of Vehicles: _____

Types of Vehicles and Parking Requirements: _____

Subject of Film/ Shot: _____

Special Effects/ Props/ Noise: _____

Do you wish to deny public access to any public areas?

If yes, give details and safety precautions: _____

Are there any services you need to have provided by District of Ucluelet staff?

If yes, give details: _____



PLEASE NOTE:

- The applicant must hold insurance (public liability) in the amount of five million dollars \$5,000,000. Proof of Insurance Certificate must accompany this application and name the District of Ucluelet as an insured.
- The *Hold Harmless Agreement*, as provided herein, must accompany this application (see Schedule B).
- Fees for filming are shown in Schedule C. The applicant agrees to pay any and all charges assessed by the District of Ucluelet.
- A damage deposit in the amount of \$5,000, unless otherwise specified, must be attached to the application. The damage deposit must be in the form of a certified cheque payable to the District of Ucluelet.
- The District of Ucluelet reserves the right to reject any applications.

The applicant agrees that if permission to film is granted pursuant to this application, the applicant will abide by the Policy and Regulations for Filming in the District of Ucluelet in all matters related to the exercise of the permission so granted.

Applicant: _____
 (Name of Company)

Date: _____

Representative: _____
 (Print Name)

 (Signature)

FOR OFFICE USE ONLY	
Check when complete and fill in date:	
<input type="checkbox"/> Damage Deposit Received	_____
<input type="checkbox"/> Proof of Insurance Filed	
<input type="checkbox"/> Indemnification Agreement Filed	
<input type="checkbox"/> Municipal Equipment to be used Approved by Appropriate Departments	
<input type="checkbox"/> Staff Time and Charges Approved by All Affected Departments	
Total Fees Paid: \$ _____	
Permit Granted: _____	_____
Administrator	Date



SCHEDULE B

Hold Harmless Agreement

_____ (the Applicant) agrees to assume and hold harmless the District of Ucluelet, its officers, employees, and agents from all liability to any person or property of whatsoever kind or nature which occurs as a result of filming activities for which they have been granted a permit by the District of Ucluelet.

Further, _____ (the Applicant) agrees to indemnify and defend, saving harmless the District of Ucluelet, its officers, employees, and agents against liability, or claims of liability, brought or made on behalf of any person for personal injury or property damage caused by or arising out of any act or omission of either the licensee, his agents or employees, including any officers or employees of the District of Ucluelet, or caused by or arising out of the condition of any District owned or controlled property, whether real or personal, and occurring during the period and as a result of the activities for which this permit was issued.

Business Name: _____

Applicant: _____

Signature: _____

Title: _____

Date: _____

Accepted for the District of Ucluelet

Clerk Administrator

Date



SCHEDULE C

Fee Schedule

1.	Film Application Fee	WAIVED
2.	Daily Use Fee	WAIVED
3.	Staff Time, if provided:	
	General Services	\$50.00 per staff member per hour
	Fire Crew	\$50.00 per crew member per hour
4.	Equipment:	
	Fire Tanker Truck	\$100.00 per hour
	Rescue Vehicle	\$100.00 per hour
	Service Vehicle	\$50.00 per hour
5.	Clean-up/ Damage Deposit	\$5,000 minimum



POLICY NUMBER: 15-8100-1

REFERENCE:

Special Occasion License Requirements

ADOPTED BY:

Council
<Date Adopted>

AMENDED DATE:

N/A

SUPERSEDES:

#003/96

DEPARTMENT:

Parks and Recreation

EFFECTIVE DATE:

<Date>

Policy Statement:

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The District of Ucluelet offers its facilities for rental to assorted private functions at which alcohol is served. It is the District of Ucluelet's mandate to ensure that the serving of alcohol is conducted in accordance with the provincial Special Occasion License requirements. As the owner of rented facilities, the District of Ucluelet encourages responsible attitudes towards drinking and driving.

It is the policy of the District of Ucluelet that organizers of events at municipal facilities at which alcohol is served meet the requirements of their Special Occasions Licence and have a Designated Driver Program in place.

Definitions:

- **Designated Driver Program** - An awareness program intended to educate the public to plan alternate means of transportation after drinking alcohol. Promotional material may be available through ICBC, CounterAttack, Mothers Against Drinking Driving, et cetera.
-

Regulations:

- a. All facility rentals on District property where alcohol will be served or consumed must provide proof of valid Special Occasions License for their event.
- b. As per Special Occasions License regulations, renters of District of Ucluelet facilities are required to have, and show proof of, having an approved Designated Driver Program in place.



POLICY NUMBER: 16-8700-3

REFERENCE:

Ucluelet Harbour Public Fish Sales

ADOPTED BY:

Council
<Date Adopted>

AMENDED DATE:

N/A

SUPERSEDES:

#003/95

DEPARTMENT:

Finance

EFFECTIVE DATE:

<Date>

Policy Statement:

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The District of Ucluelet will provide a safe and efficient facility to permit licensed commercial fishing vessels with current species / gear type / area tabs to sell their own catch, harvested on that vessel, directly to the public.

Application:

This policy shall apply to all users of the Ucluelet Harbour Authority (UHA) fish sales docks (see Appendix A for locations). All vessel owners and persons using said facility for whatever purpose do so at their own risk and are subject to all charges and orders set out by the Fishing and Recreational Harbours Act and Regulations and the Ucluelet Harbour Authority.

Regulating Authorities:

A. PRIMARY REGULATING AUTHORITIES

- Department of Fisheries and Oceans (Fishing and Recreational Harbours Act and Regulations).
- Fisheries Act.
- Ucluelet Harbour Authority.

B. OTHER REGULATING AUTHORITIES

- Federal
 - Department of Fisheries and Oceans
 - Health and Welfare Canada.
 - Industry Canada.
 - Royal Canadian Mounted Police.
- Provincial
 - Ministry of Agriculture and Fisheries.
 - Ministry of Health.



- Municipal
 - District of Ucluelet.

Qualifications for Use of Facility:

1. All vessels selling product must have current DFO licenses valid for all species being sold. The license tabs must be clearly displayed on the exterior of the vessel.
2. All vessels selling product must display a valid Provincial Vending License so it can be easily seen by the public and UHA staff.
3. Vending License Application Forms (Appendix C) can be obtained from the UHA main office.
4. All sales dock users must fill out and sign an Acknowledgement and Consent Form for the Public Fish Sales docks (Appendix B).
5. All Vessels must have a valid District of Ucluelet Business License.
6. All users must comply with the Department of Fisheries and Oceans Fish Inspection Regulations.
7. All products being sold must be freshly caught, commercially frozen or flash frozen at sea aboard a vessel with flash freezing equipment that meets the requirements set forth in the Department of Fisheries and Oceans Fish Inspection Regulations.

Conditions Governing Fish Sales:

1. Fish being offered for sale shall comply with all conditions set out by the Federal Food and Drugs Act.
2. Gutting, cutting, or processing product in any way is prohibited within the harbour. Any dressing of product must be carried out prior to arrival in the harbour. Processed seafood (i.e. smoked, dried, canned, steaked, etc.) must not be offered for sale.
3. Vessel owners must ensure that product offered for sale is not tainted, decomposed or unwholesome. Although the Ucluelet Harbour Authority is not a health authority, UHA reserves the right to remove a vendor and vessel should it deem the vendor's product to be substandard or in violation of this directive.
4. Product offal of any kind must be removed from the harbour by the owner and not disposed of in the harbour's waste facilities. All violators may be subject to cleanup charges in accordance with current UHA rates.
5. Only clean, new, non-toxic, food grade packaging material shall be used for wrapping product. (i.e. garbage bags are not permitted).
6. Only clean, potable water shall be used for washing down product being offered for sale (i.e. not sea water).



7. No person shall sell or offer for sale flash frozen fish that has been thawed unless the products are clearly marked as being “previously frozen.”
8. Containers, signs or any other auxiliary equipment must be kept on board vessels and not on the dock, pilings or any other harbour property.
9. All fresh product must be protected from contamination and maintained at a temperature less than 4 degrees Celsius (39 degrees Fahrenheit).
10. Display areas for fish sales must be protected from the elements (e.g. with a tarp). Containers and auxiliary equipment must be maintained in a clean and sanitary condition.
11. Selling of bivalve shellfish (oysters, clams, mussels and other bivalve molluscs) is not permitted.
12. All vendors selling products by weight must have a scale approved by Industry Canada for use in trade.
13. All crabs offered for sale must be alive and held in clean salt water.
14. All products offered for sale must be sold off of the same vessel that harvested them. Ucluelet Harbour Authority reserves the right to inspect catch slips to prove this, but accepts no responsibility for failing to do so.
15. All users must comply with the requirements of all regulating authorities as outlined in Section III above.
16. The Fish Seller shall hold the Ucluelet Harbour Authority harmless from any damage, expense or liability to, in respect of any person, arising out of the Fish Seller's occupancy of the space or anything or matter connected with such occupancy or the activities of the fish Seller, his servants, agents of employees, in conjunction therewith, whether or not such activities shall occur in the space, the structure or elsewhere.

Procedures Governing Berthage at Fish Sales Dock:

1. Vessel berthage charges shall be in accordance with this section, Ucluelet Harbour Authority Administrative Directive, as follows:
 - a. Berthage charges will be levied to all vessels when on the sales docks as determined by the Ucluelet Harbour Authority. There are no refunds in whole or in part in the event that the intended sales are not carried out. Power charges will be levied to all vessels plugged in to power on the sales dock.
2. Vessel berthage is on a first come, first serve basis. No reservations will be made for the sales docks.
3. Vessel owners having completed their sales must immediately remove their vessel from the sales docks if other vendors are waiting for a space. Wash down, etc. must be done elsewhere.
4. Vessels with flash frozen or commercially frozen product shall be permitted to sell their catch for an indefinite period. Vessels selling frozen product are also permitted to transfer



products from bona fide cold storage facilities and sell at a later time on their vessel, provided they can prove it is their catch and they have a commercial freezer on board their vessel to keep the product commercially frozen. Household freezers are not permitted on board vessels unless for convenience, only while the main body of product is kept in a commercial freezer.

5. All vessels are permitted to stay for a maximum of three consecutive days. Any extension beyond three days may or may not be granted at the discretion of the Ucluelet Harbour Authority.
6. Any complaints involving product quality may be forwarded to the appropriate regulating body listed in the “Regulating Authorities” section of this policy.

NOTE: The purchase of product from the sales dock is a private dealing between the buyer and the vendor.

7. All prices charged for product on the sales dock are at the sole discretion of the vendor.
8. A “Fish Selling Intentions List” will be maintained by the Harbour Manager to facilitate the public and other fishermen to know what fish are planning to be offered for sale. This list is voluntary and is not a reservation for any fish selling area. In fairness to all vessels, only two listings on the Intentions List will be accepted at a time.

This directive does not in any way supersede any Federal, Provincial, or Municipal legislation.

Attachments:

- Appendix A – Fish Sales Docks
- Appendix B – Acknowledgement and Consent Form for the Public Fish Sales Docks
- Appendix C – Vending Licence Application Forms

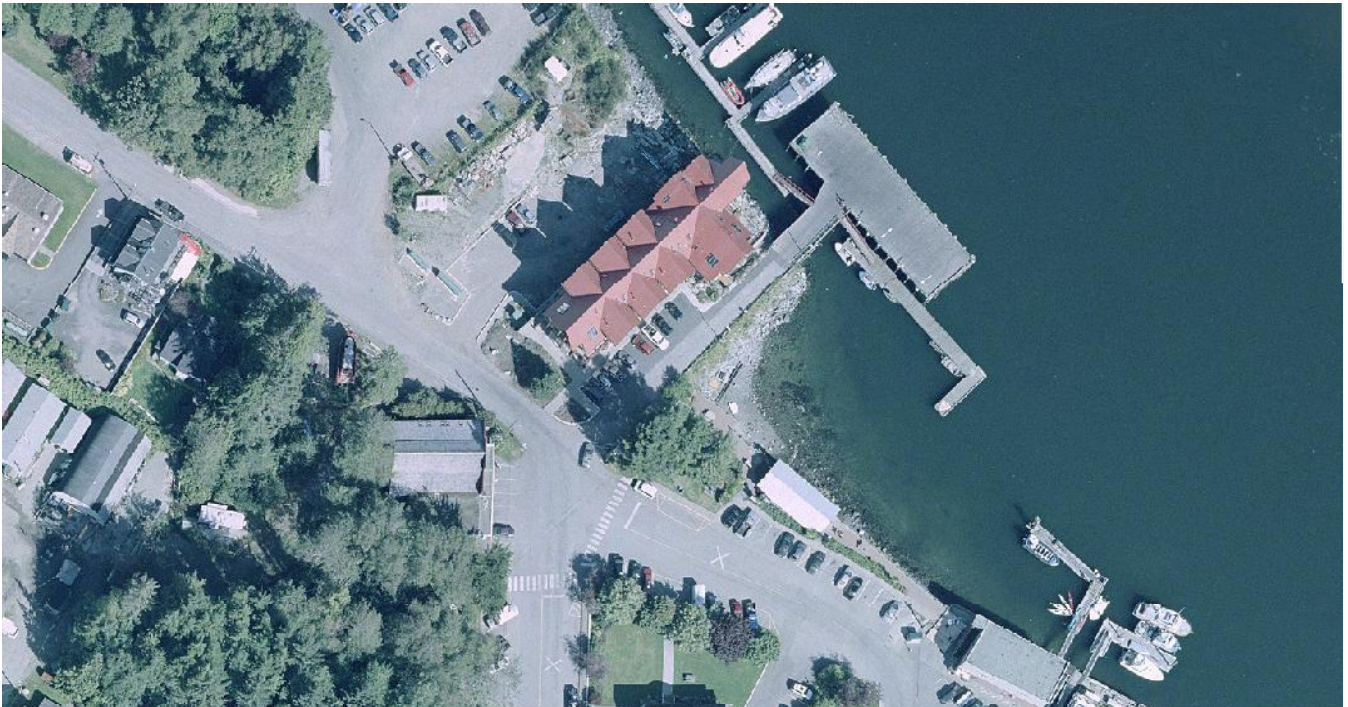
Mayor Dianne St. Jacques
District of Ucluelet



Appendix A: Fish Sales Docks

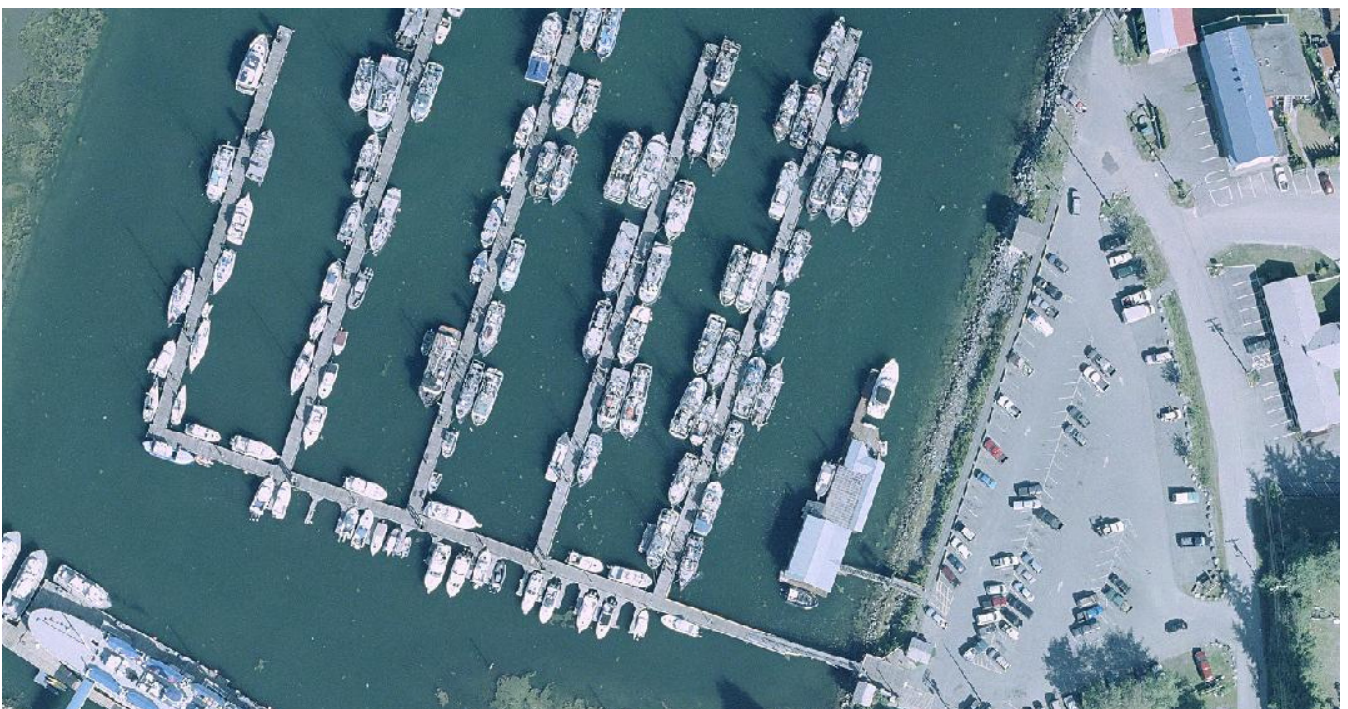
Fish Sales Dock A – Main Dock

Fish sales to be located on the south side of the lower dock finger only.



Fish Sales Dock B – Overflow Dock

Fish sales vendors are encouraged to use the first 100 ft. of the south side dock at Small Craft Harbour.



FISH SALES DOCK ACKNOWLEDGEMENT AND CONSENT FORM

I, _____ owner/operator of the fishing vessel

_____ CFV # _____

have read the UCLUELET HARBOUR PUBLIC FISH SALES DIRECTIVE and agree to abide by the contents therein. I understand that moorage and fish sales are subject to compliance with this agreement.

Signature

Date

Address

City

Province

Postal Code

Home Telephone

Vending License Number

Boat Phone

Ucluelet Harbour Authority Representative

Signature

Date

Appendix C: Vending Licence Application Forms

GENERAL TERMS OF A FISH VENDING LICENCE

FISHERIES ACT (R.S.B.C.)

Section 13

Licence required

- 13 (1) A person must not process fish or aquatic plants, or operate a plant in British Columbia or its coastal waters, unless the person holds a licence issued for that purpose under this Part and has paid the fee prescribed by the Lieutenant Governor in Council.
- (2) A person must not operate a fish buying station unless the person holds a licence issued for that purpose under this Part and has paid the fee prescribed by the Lieutenant Governor in Council.
- (3) Subsection (2) does not apply to
- (a) a person holding a licence under subsection (1) who purchases fish or aquatic plants only from a fisher at a duly licensed plant, or
 - (b) a person buying aquatic plants or fish, other than shellfish as defined in the regulations, direct from a fisher for that person's personal use.
- (4) A fisher must not sell or offer to sell fish under subsection (3) (b) unless he or she has a fisher's vending licence issued under this Part and has paid the fee prescribed by the Lieutenant Governor in Council.
- (6) A fisher licensed under subsection (4) must not sell or offer to sell fish except in accordance with the regulations.
- (7) A fisher must not sell or offer to sell shellfish except in accordance with the regulations.
- (8) Despite subsections (1) to (4), a person who holds a licence under the Fish Inspection Act is not required, in respect of the activities authorized by that licence, to hold a licence under this Part.

Section 20

Records kept by licensees

- 20 (1) A person holding a licence under this Part must keep a record of transactions with fish suppliers of the fish to be processed or held by the licensee.
- (4) A fisher who hold a fisher's vending licence must keep and submit a record of operations for which he or she is licensed on a form and at a time prescribed by regulations.
- (5) A fisher who is required to keep a record under subsection (4) must produce the record at any time on demand by an inspector of fisheries or a conservation officer.



Fisheries Act Regulations

Part 6

Reporting Requirements

- 19 (1) A fisherman who holds a fisherman's vending licence under section 13 of the Act must provide to the Department of Fisheries and Oceans (Canada), 555 West Hastings Street, Vancouver, B.C., V6B 5G3 on a weekly basis a record, prepared at the time of removal of fish from the fisherman's boat, of all fish removed since the previous report under this section, and must retain a copy for the fisherman's own records.
- (2) The record must contain at least the following information:
- (a) purchaser or offloader's name, address and telephone number;
 - (b) fisherman's name and address;
 - (c) date of purchase or offloading;
 - (d) name and CFV number of catching vessel used;
 - (e) description of gear used to harvest the fish and days spent fishing in each area;
 - (f) area or areas of catch and days spent fishing in each area;
 - (g) the individual species of each fish sold or offloaded;
 - (h) the description of the product or landed form of each species sold or offloaded;
 - (i) the number of fish (pieces) of each species sold or offloaded;
 - (j) the weight of each species sold or offloaded;
 - (k) the price paid for each species sold;
 - (l) the total value of each species sold or offloaded.

Holders of Fish Vending Licences should also be familiar with, and must abide by, the applicable sections of the Fish Inspection Regulations (R.S.B.C.).

Copies of Acts and Regulations may be obtained through Crown Publications, 521 Fort Street, Victoria, B.C. V8W 1E7 (250) 386-4636, or by contacting the

Ministry of Agriculture, Food and Fisheries in Courtenay (250) 897-7542.

Note: Applicants for a vendor's licence should contact the local health authority to determine requirements for vehicle and home sales.

Definition:

- **“fisher”** or **“fisherman”** means a person licensed under the Fisheries Act (Canada) for commercial fishing