

# AGENDA

## *REGULAR MEETING OF COUNCIL and HARBOUR AUTHORITY*

**Tuesday, September 09, 2014**

**7:30 p.m.**

**George Fraser Room, Ucluelet Community Centre  
500 Matterson Drive,  
Ucluelet, B.C.**

**Council Members:**

Mayor Bill Irving

Councillor Dario Corlazzoli

Councillor Geoff Lyons

Councillor Sally Mole

Councillor Randy Oliwa

THIS PAGE LEFT BLANK INTENTIONALLY



## REGULAR AND HARBOUR AUTHORITY COUNCIL MEETING AGENDA

September 09, 2014 at 7:30 pm  
 George Fraser Room, Ucluelet Community Centre  
 500 Matterson Drive, Ucluelet, BC

	<b>CALL TO ORDER:</b>	
	<b>ADOPTION OF MINUTES:</b>	
Pg.7	<b>MIN-1</b> August 12, 2014 Public Hearing Minutes	
Pg.11	<b>MIN-2</b> August 12, 2014 Regular Council Meeting Minutes	
	<b>PUBLIC INPUT, DELEGATIONS &amp; PETITIONS:</b>	
Pg.21	<b>D-1 Government Trade Restriction on Russian Goods &amp; Russia's Retaliatory Ban on Seafood Imports.</b> Roy Alexander, Neptune Ice	
	<b>CORRESPONDENCE:</b>	
Pg.23	<b>C-1 2014 Vital Signs Report Launch</b> Rebecca Herwitz, Managing Director, Clayoquot Biosphere Trust	
	<b>INFORMATION ITEMS:</b>	
Pg.25	<b>I-1 Level 1 Recognition-Progress on Charter Commitments</b> Jay Schlosar, Asst Deputy Minister Local Government Division Gary MacIsaac, Exec. Director, Union of BC Municipalities	
Pg.29	<b>I-1 Community Paramedicine</b> Bronwyn Barter, Provincial President, Ambulance Paramedics of BC	
	<b>REPORTS:</b>	
Pg.31	<b>R-1 Expenditure Voucher G-15/14</b> Jeanette O'Connor, CFO	
Pg.37	<b>R-2 Appointment of Election Officers</b> Abby Fortune, Director of Parks & Recreation	
Pg.39	<b>R-3 Agreement with North Island 9-1-1 Corporation</b> Karla Robison, Manager of Environmental & Emergency Services	

**LEGISLATION:****L-1 Zoning Bylaw No. 1160, 2013 – Third Reading**

Please note the bylaw is not attached due to the document size,  
you may review the binder on site

Patricia Abdulla, Manager of Planning

**COM-1 COUNCIL COMMITTEE REPORTS****Councillor Dario Corlazzoli** *Deputy Mayor October-December*

- ◆ Coastal Community Network
- ◆ Fisheries
- ◆ Signage Committee
- ◆ Ucluelet Chamber of Commerce
- ◆ Ucluelet Recreation Committee (*alternate*)
- ◆ Wild Pacific Trail
- ◆ Clayoquot Biosphere Trust Society (*alternate*)

**Councillor Geoff Lyons** *Deputy Mayor April-June*

- ◆ Central West Coast Forest Society
- ◆ Food Bank on the Edge
- ◆ Local Marine Advisory Committee
- ◆ Ucluelet & Area Historical Society
- ◆ Clayoquot Biosphere Trust Society
- ◆ West Coast Multiplex Society

**Councillor Sally Mole** *Deputy Mayor July-September*

- ◆ Harbour Advisory Commission
- ◆ School Liaison (*alternate*)
- ◆ Ucluelet & Area Child Care Society
- ◆ Ucluelet Affordable Housing Society
- ◆ Ucluelet Recreation Commission
- ◆ Vancouver Island Regional Library (*alternate*)
- ◆ Westcoast Community Resources Society
- ◆ Coastal Family Resource Coalition

**Councillor Randy Oliwa** *Deputy Mayor January-March*

- ◆ Parent Advisory Committee/Public School Liaison
- ◆ Sea View Senior's Housing Society
- ◆ Ucluelet Volunteer Fire Brigade
- ◆ Ucluelet/Provincial Emergency Program
- ◆ Vancouver Island Regional Library Board

**Mayor Bill Irving**

- ◆ Alberni-Clayoquot Regional District
- ◆ Pacific Rim Harbour Authority
- ◆ Aquarium Board

<b>LATE ITEMS:</b>	
<b>NEW BUSINESS:</b>	
<b>PUBLIC QUESTION PERIOD:</b>	
<b>ADJOURNMENT</b>	
<b>RESOLVE INTO CLOSED SESSION</b> <i><b>Notice:</b> This meeting may be closed to the public only where items for consideration meet the requirements of Section 90 of the Community Charter.</i>	

THIS PAGE LEFT BLANK INTENTIONALLY

**DISTRICT OF UCLUELET****PUBLIC HEARING**

Minutes of the Public Hearing  
held in the George Fraser Room, 500 Matterson Drive,  
Ucluelet, BC on August 12, 2014 at 7:00 pm

**COUNCIL PRESENT:**

Mayor Irving  
Councillor Corlazzoli  
Councillor Lyons  
Councillor Mole  
Councillor Oliwa

**STAFF PRESENT:**

Andrew Yeates, CAO  
Patricia Abdulla, Manager of Planning  
Barb Gudbranson, Recording Secretary

**CALL TO ORDER:**

Mayor Irving declared the Public Hearing open at 7:00 pm.

**PUBLIC HEARING PROCEDURE:**

Mayor Irving explained that the purpose of a Public Hearing is to hear representations from persons who deem their interest in property affected by the bylaws, as outlined in the Notices of the Public Hearing. Mayor Irving advised that the Notice of the Public Hearing has been advertised and is distributed to those present together with a copy of the rules that will govern the hearing. Council will listen to representations on the matter in the Notice of Public Hearing and may answer pertinent questions, but will not debate any issue. Council will not make any decision on any matter at the Hearing.

Rules Governing Public Hearings

- a) As provided for in the *Local Government Act*, the Council is required to hold a Public Hearing before adopting an Official Community Plan Bylaw, Zoning Bylaw or amendments thereto.
- b) At a Public Hearing, all persons who deem their interest in property affected by the proposed bylaw shall be afforded an opportunity to be heard on matters contained in the bylaw.
- c) The Council may give such effect, as it deems fit, to representations made at a Public Hearing, in the bylaw as adopted.
- d) At a Public Hearing the Council is under no obligation to enter into a debate on any issue. The purpose of a hearing is to hear representations, which will later be considered by the Council in a regular meeting.

**BYLAW:****PH 1. Official Community Plan Amendment Bylaw No. 1173, 2014**

Andrew Yeates, CAO, read OCP Amendment Bylaw No. 1173, 2014

**PH 1a. Written Submissions**

- ❖ ACRD - interests are unaffected by the proposed bylaw.
- ❖ District of Tofino - interests are unaffected by bylaw amendments.
- ❖ Sandra Leslie - residents of Cedar & Cypress Rd request residential use as a lawfully conforming use within CS-1 Zone.

**PUBLIC REPRESENTATIONS:**

Mayor Irving asked a first time if there are any representations from the public regarding Bylaw No. 1173, 2014.

*Sandra Leslie, 1785 Cypress Road - read submission letter to Council.*

Mayor Irving asked a second time if there are any representations from the public regarding Bylaw No. 1173, 2014.

*Stephanie Deering, 1656 Cedar Road - bought lot for dream restaurant, discovered lot is a heritage site and not for commercial use as bylaw won't allow, site should remain residential.*

Mayor Irving asked a third and final time if there are any representations from the public regarding Bylaw No. 1173, 2014.

*There were no comments from the public.*

Mayor Irving closed the Public Hearing for Zoning Amendment Bylaw No. 1173, 2014.

**BYLAW:****PH 2. Zoning Amendment Bylaw No. 1174, 2014**

Andrew Yeates, CAO, read Zoning Amendment Bylaw No. 1174, 2014

**PH 2a. Written Submissions**

- ❖ Sandra Leslie - residents of Cedar & Cypress Rd request residential use as a lawfully conforming use within CS-1 Zone.

**PUBLIC REPRESENTATIONS:**

Mayor Irving asked a first time if there are any representations from the public regarding Bylaw No. 1174, 2014.

*Robert Zurowski, 1752 Cypress Rd - requested Sandra Leslie's letter be incorporated into the Zoning Amendment Bylaw 1174, 2014 Public Hearing as well.*

Mayor Irving asked a second time if there are any representations from the public regarding Bylaw No. 1174, 2014.

*There were no comments from the public.*



Mayor Irving asked a third and final time if there are any representations from the public regarding Bylaw No. 1174, 2014.

*There were no comments from the public.*

**ADJOURNMENT:**

Mayor Irving closed the Public Hearing for Zoning Amendment Bylaw No. 1174, 2014.

Mayor Irving adjourned the Public Hearing at 7: 17 pm.

**CERTIFIED A TRUE AND CORRECT COPY**  
of the Minutes of the Public Hearing held  
on Tuesday, August 12, 2014 at 7:00 pm in  
the George Fraser Community Room, 500  
Matterson Road, Ucluelet, BC.

---

Bill Irving  
Mayor

---

Andrew Yeates  
CAO

THIS PAGE LEFT BLANK INTENTIONALLY

**DISTRICT OF UCLUELET**  
 Minutes of the Regular Council Meeting  
 held in the George Fraser Room, 500 Matterson Drive,  
 Ucluelet, BC on August 12, 2014 at 7:30 pm

**COUNCIL PRESENT:**

Mayor Irving  
 Councillor Corlazzoli  
 Councillor Lyons  
 Councillor Mole  
 Councillor Oliwa

**STAFF PRESENT:**

Andrew Yeates, CAO  
 Patricia Abdulla, Manager of Planning  
 Barb Gudbranson, Recording Secretary

**CALL TO ORDER:**

Mayor Irving called the meeting to order at 7:30 pm

**APPROVAL OF MINUTES:****MIN-1 July 8, 2014 Regular Council Minutes**

Moved by Councillor Mole and seconded by Councillor Lyons

**BE IT RESOLVED:** *THAT the July 8, 2014 Regular Council minutes be adopted as presented.*

**CARRIED****BUSINESS OUT OF THE MINUTES:**

- ❖ Quarterly Managers Report - Remove request to send a letter to SD70 on transportation issues as it has been resolved through meetings

**PUBLIC INPUT, DELEGATIONS & PETITIONS:****D-1 Ukee Public Market Society - Policy Change Request**  
Cody Naples, Ukee Public Market Society

- ❖ Council received a presentation regarding business licensing for the Ukee Public Market vendors

**CORRESPONDENCE ITEMS:****C-1 Request to Reduce Speed Limit along Helen Road**  
Lisbeth Edwards, Resident

Moved by Councillor Lyons and seconded by Councillor Mole

**BE IT RESOLVED:** *THAT Council receive correspondence item C-1 for discussion.*

**CARRIED**

- ❖ Council requested that the ICBC Traffic Report be re-circulated and made available for the public
- ❖ Council inquired about the progress of implementing the District's current ICBC plan and adding the electric vehicle bylaw to the package

**C-2 Request for Sidewalk Extension & Playground at Kimoto**  
Jennifer Rhodes, Resident

Moved by Councillor Corlazzoli and seconded by Councillor Lyons

**BE IT RESOLVED:** *THAT Council receive correspondence item C-2 for discussion.*

**CARRIED**

- ❖ Response sent to Ms. Rhodes addressing situation and that item has been sent to the 2015 budget process

**C-3 Request for Feedback and Input into Future Location of Biosphere Centre**  
Rebecca Hurwitz, on behalf of Geoff Lyons, Director appointed by District of Ucluelet

Moved by Councillor Lyons and seconded by Councillor Corlazzoli

**BE IT RESOLVED:** *THAT Council receive correspondence item C-3 for discussion.*

**CARRIED**

Moved by Councillor Oliwa and seconded by Councillor Corlazzoli

**BE IT RESOLVED:** *THAT Council forward a letter indicating the National Park Reserve as a neutral territory site for the Biosphere Centre and additional locations for consideration are the Ucluelet Coast Guard Land and Junction site.*

**CARRIED**

- ❖ Council encourages the public to send responses

**C-4 Request for Support of Tourism Vancouver Island Hiking Trails Strategy - Phase 1**

Dave Petryk, President & CEO, Tourism Vancouver Island  
Abby Fortune, Director of Parks & Recreation

Moved by Councillor Corlazzoli and seconded by Councillor Oliwa

**BE IT RESOLVED:** *THAT Council receive correspondence item C-4 for discussion.*

**CARRIED**

Moved by Councillor Mole and seconded by Councillor Corlazzoli

**BE IT RESOLVED:** *THAT Council forward Tourism Vancouver Island's request for support of their Phase 1 Hiking Trails Strategy to the 2015 budget process and send a copy of request to the Wild Pacific Trail Society.*

**CARRIED**

**C-5 Request to Proclaim Week of September 21, 2014 as Aquaculture Awareness Week in Ucluelet**

Jeremy Dunn, Executive Director, BC Salmon Farmers Association

Moved by Councillor Lyons and seconded by Councillor Corlazzoli

**BE IT RESOLVED:** *THAT Council proclaim the week of September 21<sup>st</sup> to 27<sup>th</sup>, 2014 as Aquaculture Awareness Week in Ucluelet to recognize the importance of this industry to the local community.*

**CARRIED**

**INFORMATION ITEMS:**

- I-1 Unified Building Code Effect on Local Governments Provision of Public Safety**  
Deb Walter, Mayor, City of Pitt Meadows
- I-2 Medical Marihuana Production in British Columbia**  
Coralee Oakes, Minister of Community, Sport and Cultural Development  
Norm Letnick, Minister of Agriculture
- I-3 Proposed Protocol Agreement between the Yuułu?il?ath First Nation and the District of Ucluelet**  
Charles McCarthy, President  
Iris Frank, Director of Operations
- I-4 Solicitation for Input on Potential Amendments to the *Agricultural Land Commission Act***  
Derek Sturko, Deputy Minister, Ministry of Agriculture
- I-5 Radiation Monitoring on Canada's West Coast**  
Andrew Adams, Director General, Environmental and Radiation Health Sciences Directorate
- I-6 Health Data for Local Health Area 70**  
Dr. Shannon McDonald, Executive Director, Aboriginal Health Directorate
- I-7 2014 Worst Roads Survey**  
Mark Donnelly, Director, BCAA
- I-8 Japan Tsunami Debris Return To Japan**  
Karla Robison, Manager of Environmental & Emergency Services
- I-9 Ammonia Leak Incident on July 20, 2014**  
Karla Robison, Manager of Environmental & Emergency Services
- I-10 EMBC Earthquake Consultation Letter**  
Karla Robison, Manager of Environmental & Emergency Services

Moved by Councillor Corlazzoli and seconded by Councillor Lyons

**BE IT RESOLVED:** *THAT Council receives information item I-1 thru I-10.*

**CARRIED**

Moved by Councillor Lyons and seconded by Councillor Oliwa

**BE IT RESOLVED:** *THAT Council support the City of Pitt Meadows against a Unified Building Code and its negative impact on effective and safe local government services.*

**CARRIED**

Moved by Councillor Oliwa and seconded by Councillor Mole

**BE IT RESOLVED:** *THAT Council adopt the Yuułu?il?ath First Nation Protocol.*

**CARRIED**

- ❖ *Council noted that it should have received information items I-8 to I-10 as reports in the agenda*

Moved by Councillor Oliwa and seconded by Councillor Corlazzoli

**BE IT RESOLVED:** *THAT Council receive the JTMD News Release and Communications Summary.*

**CARRIED**

Moved by Councillor Oliwa and seconded by Councillor Corlazzoli

**BE IT RESOLVED THAT** *Council receive the Ammonia Leak Incident on July 20, 2014 staff report and related summary.*

**CARRIED**

Moved by Councillor Oliwa and seconded by Councillor Lyons

**BE IT RESOLVED THAT** *Council receive the EMBC Earthquake Consultation Letter and Earthquake Preparedness Consultation Backgrounder.*

**CARRIED**

**REPORTS:**

**R-1 Expenditure Voucher G-14/14**  
Jeanette O'Connor, CFO

Moved by Councillor Corlazzoli and seconded by Councillor Lyons

**BE IT RESOLVED:** *THAT Council receives report R-1, Expenditure Voucher G-14/14.*

**CARRIED**

**R-2 Pacific Rim Music Festival Society – Noise Bylaw Exemption**  
Abby Fortune, Director of Parks & Recreation

Moved by Councillor Corlazzoli and seconded by Councillor Lyons

**BE IT RESOLVED:** *THAT Council approves the recommendation of report R-2, which states:*

1. *THAT Council grants an extension of the Noise Control Bylaw for the Otalith Music Festival on Friday, August 22<sup>nd</sup> and Saturday, August 23<sup>rd</sup> at the Seaplane Base Ball field Fairgrounds to midnight.*

**CARRIED**

**R-3 Ukee Public Market Licensing of Vendors**  
Patricia Abdulla, Manager of Planning

Moved by Councillor Oliwa and seconded by Councillor Mole

**BE IT RESOLVED:** *THAT Council receives report R- 3, Ukee Public Market Licensing of Vendors for discussion.*

**CARRIED**

Moved by Councillor Oliwa and seconded by Councillor Mole

**BE IT RESOLVED:** *THAT Council receive report R-3 as information and approves recommendations 2-4, which state:*

2. *THAT Council consider the request by the Ukee Market Society to create a new one license category under the License Bylaw for vendors at the Friday Night Market not otherwise required to hold a business license in the District;*

3. *THAT Council consider the request by the Ukee Market Society to create one fee for such a business license in the amount of \$125.00;*
4. *THAT Council considers the request by the Ukee Market Society to waive that fee requirement for the remaining two months of the 2014 market season or until the end of September 2014.*

CARRIED

**LEGISLATION:**

**L-1 Third Reading of OCP Amendment Bylaw No.1173 and Third Reading of Zoning Amendment Bylaw No.1174**  
Patricia Abdulla, Manager of Planning

Moved by Councillor Corlazzoli and seconded by Councillor Oliwa

**BE IT RESOLVED:** *THAT Council receives report L-1.*

CARRIED

Moved by Councillor Corlazzoli and seconded by Councillor Mole

**BE IT RESOLVED:** *THAT Council give Third Reading to OCP Amendment Bylaw No. 1173, 2014.*

CARRIED

Moved by Councillor Mole and seconded by Councillor Oliwa

**BE IT RESOLVED:** *THAT Council give Final Adoption of OCP Amendment Bylaw No. 1173, 2014.*

CARRIED

Moved by Councillor Mole and seconded by Councillor Oliwa

**BE IT RESOLVED:** *THAT Council give Third Reading to Zoning Amendment Bylaw No. 1174, 2014.*

CARRIED

Moved by Councillor Corlazzoli and seconded by Councillor Lyons

**BE IT RESOLVED:** *THAT Council give Final Adoption to Zoning Amendment Bylaw No. 1174, 2014.*

CARRIED

**L-2 Zoning Bylaw No.1160 Public House Summary and Amendments Thereo**  
Patricia Abdulla, Manager of Planning

Moved by Councillor Lyons and seconded by Councillor Oliwa

**BE IT RESOLVED:** *THAT Council rescind Second Reading of Zoning Bylaw No. 1160, 2013 and amend Zoning Bylaw No.1160 to reflect the updated Zoning Map attached to the report and be further amended by adding a new CS-1.1.4 subsection as included in the report.*

CARRIED

Moved by Councillor Corlazzoli and seconded by Councillor Lyons

**BE IT RESOLVED:** *THAT Council give Second Reading, as amended, to Zoning Bylaw No. 1160, 2013.*

**CARRIED**

Moved by Councillor Corlazzoli and seconded by Councillor Lyons

**BE IT RESOLVED:** *THAT Council approve the September 9, 2014 date for the Zoning Bylaw No. 1160, 2013 Public Hearing.*

**CARRIED**

**L-3 Proposal to Rezone Lot 20, DL 282 (1136 Coral Way) from Single Family Residential to VR-1 Vacation Residential Zone; RZ#14-03**

John Towgood, Assistant Planner

Moved by Councillor Corlazzoli and seconded by Councillor Mole

**BE IT RESOLVED:** *THAT Council receive this report and approve recommendation 2, which states:*

2. *THAT Council, having considered this report, the rezoning application and the implications for the Zoning Bylaw, direct staff to further advance the rezoning application RZ14-03 only after Bylaw 1160 has been considered for adoption.*

**CARRIED**

**COM-1 COMMITTEE REPORTS:**

***Councillor Dario Corlazzoli***

- Fisheries

Hake industry started strong in May/June; fish have left to deep water, traditionally return once water cools down again

Plant is processing other fish

***Councillor Geoff Lyons***

- Food Bank on the Edge

Very successfully pancake breakfast; September meeting will discuss continuing the breakfast next year

- Ucluelet & Area Historical Society

Anxiously waiting to hear about Coast Guard property for museum site.

***Councillor Sally Mole***

- Ucluelet Recreation Commission

Congratulations on a successful Ukee Days, have received great feedback; skate competition went smoothly, congratulations to Alicia Gilmore for great organization

- Harbour Advisory Committee

Recently met with the Harbour Authority on activating the Harbour Plan; meeting with SCH representatives next week and moving the plan forward



***Councillor Randy Oliwa***

- Economic Development

Met twice regarding the Harbour Plan; meeting with DFO on August 18, 2014 to follow up with expansion portion in the plan

- Higher Education Initiative

Moving along, contractors are in place; there are three components of project

Meeting again at the end of the month

- Sea View Senior's Housing Society

Notes from the operational review conducted by Heidi Hartman of BC Housing - thank you to the Board and Denise, it is great that so many board members are involved

- › Review explores what is working well and what can be improved
- › Was identified as a success that the society has a low financial risk, excellent financial viability of project
- › Congratulations to the board for fundraising in community; overall review is excellent; Clr. Corlazzoli's past commitment still spoken highly of

***Mayor Irving***

No meetings to report

Moved by Councillor Mole and seconded by Councillor Corlazzoli

**BE IT RESOLVED:** *THAT Council receive all committee reports.*

**CARRIED**

**NEW BUSINESS**

- Canoe Signage

Clr. Oliwa requested a status report on installation of canoe signage and who is responsible

- Alder & Broom Responsibility

Clr. Corlazzoli requested a report from staff on who is responsible for the maintenance of ditches and boulevards once subdivisions/developments are completed

Alder and broom in the alternative design ditches and along the boulevards on the Weyerhaeuser properties needs to be addressed. Do we require a policy or program to maintain properties?

- Zoning Bylaw No. 1160

Clr. Corlazzoli mentioned that there is public concern that the bylaw process will be completed at Public Hearing. The Public Hearing is the next step to moving the bylaw forward; we need the public to be involved and put forward comments or concerns so that any issues can be addressed.

- Welcome to Ucluelet Sign

Clr. Lyons mentioned that he would like to look at alternate designs for in front of the sign rather than the logs

- UBCM Shirts

Clr. Oliwa requested staff research cost of having shirts produced with the District logo for the UBCM conference. The conference is a great place to showcase our accomplishments, for example the Economic Development Strategy, Harbour Plan and show a team spirit

- Tourism Vancouver Island Forum

Mayor Irving noted that the forum is in Victoria this September; Ucluelet has been asked to participate in game show again. As part of the economic development strategy it would be worthwhile to discuss this organization as it is gaining momentum and arrange for a Council representative be part of the process

- Emcon Letter

Mayor Irving distributed a letter recently received from Emcon outlining the summer maintenance and requested Council's feedback and to forward document to staff once completed

- Long Beach Airport

Mayor Irving noted that the West Coast Regional Committee has an initiative to spend money at the airport; West Jet was approached about possible flights but they are not interested at this time; the airport is getting busier all the time

- Recycling Agreement

MMBC is looking at re-opening the recycling depots as quickly as possible, which will be a relief to many people

- Ucluelet Water

Mayor Irving noted the District has received many comments and concerns on the water system; Koers Engineering has been hired to review and recommend interim steps for improving the water quality, treatment and testing

- Partnership

Mayor Irving noted that the vice-president of the Vancouver Aquarium would like to work in partnership toward an advanced education process

- Big Beach Parking

Clr. Corlazzoli clarified that the discussion on Big Beach parking was about possible parking spots, lots feathered in, not a full parking lot or what was noted in the July 2<sup>nd</sup> Westerly News article; discussion was on how to deal with people parking by the sidewalk and utilizing the UCC parking more

### PUBLIC QUESTION PERIOD

Council received questions from the public re:

- Clarification that Ukee Public Market was dealing with a policy issue not a bylaw issue
- Request of support for the Vancouver Island Hiking Trails was referred to the 2015 budget

**ADJOURNMENT:**

Mayor Irving adjourned the regular council meeting at 8:54 pm.

**CERTIFIED CORRECT:** Minutes of the Regular Council Meeting held on Tuesday, August 12, 2014 at 7:30 pm in the George Fraser Community Room, 500 Matterson Road, Ucluelet, BC.

---

Bill Irving  
Mayor

---

Andrew Yeates  
CAO

DRAFT

THIS PAGE LEFT BLANK INTENTIONALLY



## DISTRICT OF UCLUELET

### Request to Appear as a Delegation

All delegations requesting permission to appear before Council are required to submit a written request or complete this form and submit all information or documentation by 11:00 a.m. the Wednesday preceding the subsequent Council meeting. Applicants should include the topic of discussion and outline the action they wish Council to undertake.

All correspondence submitted to the District of Ucluelet in response to this notice will form part of the public record and will be published in a meeting agenda. Delegations shall limit their presentation to ten minutes, except by prior arrangement or resolution of Council.

Please arrive by 7:20 p.m. and be prepared for Council meeting. The Mayor (or Acting Mayor) is the chairperson and all comments are to be directed to the chairperson. It is important to address the chairperson as Your Worship or Mayor Irving.

The District Office will advise you of which Council meeting you will be scheduled for. For more information contact the District Office at 250-726-7744 or email [info@ucluelet.ca](mailto:info@ucluelet.ca)

Requested Council Meeting Date: *September 09, 2014*

Organization Name: *Neptune Ice Ltd*

Name of Presenter: *Roy Alexander*

Name of Applicant if Other than Above:

Contact Phone Number & Email: *250-248-4171; bcseafood@hotmail.com*

Mailing Address with Postal Code: *Box 1651, Parksville, BC V9P 2H5*

Audio/Visual requirements: Laptop **NO** Projector **NO** Screen **NO**

Topic: *Government Trade Restrictions on Russian Goods and Russia's retaliatory ban on Seafood imports.*

Action You Wish Council to Take: *To bring awareness to council on the possible future effects the government trade restrictions may have on shore workers*

## Russia cuts off seafood from west

By Sean Murphy, SeafoodSource online editor

Published on August, 2014



After the United States and other western countries hit Russia with economic sanctions relating to the ongoing crisis in Ukraine, Russian President Vladimir Putin has now retaliated with his own sanctions that appear to have dealt a blow to seafood trade between Russia and the west.

Putin announced yesterday an executive order that enacts trade bans for imports to Russia of “agricultural products, raw materials and foodstuffs originating in countries that have decided to impose economic sanctions on Russian legal entities and/or physical individuals, or have joined such decisions.”

While the order doesn’t reference seafood specifically, nor does it refer to any countries by name, Russian Prime Minister Dmitry Medvedev (pictured, with Putin) has told various media outlets that the trade bans include seafood products from the European Union, the United States, Australia, Canada and Norway. Russian government officials said they are still working on a specific list of products.

Critics are calling the trade bans a retaliatory move against the west after various western nations, including the United States, levied sanctions against Russia as pressure to force Russia to stop intervening in escalating military conflicts in Ukraine.

The trade bans are effectively putting a halt to all seafood to Russia from Europe, North America and Australia, cutting off exports of salmon, mackerel and roes of various species, among other products.

Russia is a major export destination for many nations targeted by the ban, especially Norway. Norwegian media are reporting the bans are causing plunging share prices for Norwegian seafood companies this morning in Oslo.

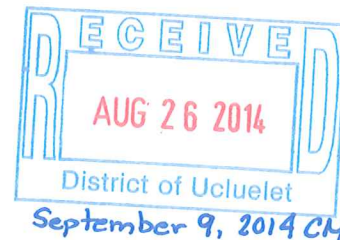
Filecode: 0360-20 CBT  
 X-Ref:  
 Forwarded to: Council, Andrew  
 Physical  Electronic



Box 67 Tofino, BC  
 Canada V0R 2Z0

August 20, 2014

District of Ucluelet  
 Attention: Mayor Irving and Council  
 PO Box 999  
 Ucluelet, B.C.  
 V0R 3A0



**RE: Vital Signs Report Launch**

Dear Mayor and Council:

I would like to invite you to join us to celebrate the release of the Clayoquot Sound Biosphere Reserve Region's 2014 Vital Signs report. We look forward to sharing the report with you – our sponsor – as well as other local and First Nation government representatives, business owners, youth and non-profit leaders.

The biennial indicator report is a snapshot of our communities in numbers and stories which brings together data from a range of sources. The information describes the health of our region in areas that matter to us such as education, environment and housing, as well as new sections on safety and transportation. The 2014 report will include a strong youth voice with over 80% of the region's high school student population contributing their thoughts and opinions.

We will be hosting the launch on Tuesday, October 7<sup>th</sup> from 4:00 - 5:30 pm at our office at 316 Main Street in Tofino. The event will include a presentation of the report highlights and digital story from local youth beginning at 4:30.

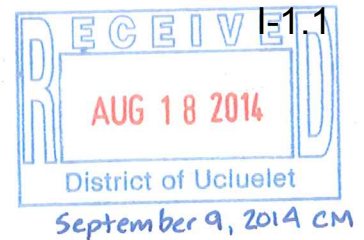
This event is an opportunity to be inspired, ask questions, and think about how we can all work together to make our region an even better place to live, work, and play.

Sincerely,

Rebecca Hurwitz  
 Managing Director

THIS PAGE LEFT BLANK INTENTIONALLY





Filecode: 0400-26 UBCM  
X-Ref:  
Forwarded to: Council, Andrew  
 Physical  Electronic

Ref: 156221

August 14, 2014

His Worship Mayor Bill Irving and Councillors  
District of Ucluelet  
PO Box 999  
Ucluelet, BC V0R 3A0

Dear Mayor Bill Irving and Councillors:

On behalf of the joint Provincial-Union of BC Municipalities (UBCM) Green Communities Committee (GCC), we would like to extend our congratulations for your efforts to reduce greenhouse gas emissions in your corporate operations and community over the 2013 reporting year.

As a signatory to the Climate Action Charter (Charter) you have demonstrated your commitment to work with the Province and UBCM to take action on climate change and to reduce greenhouse gas emissions in your community and corporate operations.

Climate change is a global challenge. The work that local governments are undertaking to reduce their corporate emissions demonstrates significant climate leadership and sets the stage for broader climate action in the community. This leadership and commitment is essential to ensuring the achievement of our collective climate action goals.

As you are likely aware, the GCC was established under the Charter to support local governments in achieving their climate goals. In acknowledgement of the efforts of local leaders, the GCC is again recognizing the progress and achievements of local governments such as yours through the multi-level Climate Action Recognition Program. A description of this program is attached to this letter for your reference.

As a Charter signatory who has demonstrated progress on the fulfillment of one of more of your commitments, we are pleased to acknowledge your achievement of Level 1 recognition – 'Progress on Charter Commitments.'

.../2

His Worship Mayor Bill Irving and Councillors  
Page 2

Congratulations again on your progress. We wish you continued success in your ongoing commitment to the goal of corporate carbon neutrality and your efforts to reduce emissions in the broader community.

Sincerely,



Jay Schlosar  
Assistant Deputy Minister  
Local Government Division



Gary Maclsaac  
Executive Director  
Union of British Columbia Municipalities

Enclosures



## GCC Communiqué on the Climate Action Recognition Program

---

In acknowledgment of the ongoing efforts of local leaders, the joint Provincial-UBCM Green Communities Committee (GCC) is pleased to be continuing the **Climate Action Recognition Program** for BC local governments for the 2013 reporting year. This is a multi-level program that provides the GCC with an opportunity to review and publicly recognize the progress and achievements of each *Charter* signatory.

Recognition is provided on an annual basis to local governments who demonstrate progress on their *Charter* commitments, according to the following:

### *Level 1: Progress on Charter Commitments*

All local governments who demonstrate progress on fulfilling one or more of their *Charter* commitments will receive a letter from the GCC acknowledging their accomplishments.

### *Level 2: Measurement*

Local governments who have completed a corporate carbon inventory for the reporting year and demonstrate that they are familiar with the Community Energy and Emissions Inventory (CEEI) will receive a 'Climate Action Community 2013' logo, for use on websites, letter head and similar.

### *Level 3: Achievement of Carbon Neutrality*

Local governments who achieve carbon neutrality in the reporting year will receive a 'Climate Action Community – Carbon Neutral 2013' logo, for use on websites, letter head and similar.

To be eligible for this program, local governments will need to complete a Climate Action Revenue Incentive Program (CARIP)/Carbon Neutral Progress Report and submit it to the Province in accordance with the program guidelines. Determination of the level of recognition that each community will receive will be based on the information included in each community's annual CARIP report. Additional information on CARIP reporting is available online at: [www.cscd.gov.bc.ca/lgd/greencommunities/carip.htm](http://www.cscd.gov.bc.ca/lgd/greencommunities/carip.htm) .

THIS PAGE LEFT BLANK INTENTIONALLY

# Ambulance Paramedics

of British Columbia - CUPE 873



Tel: 604-273-5722 | Fax: 604-273-5762 | Toll Free: 1-866-273-5766 | Toll Free Fax: 1-866-273-5762

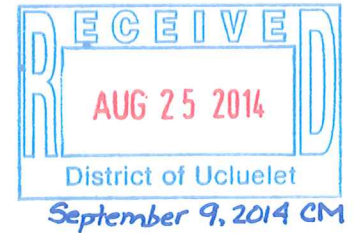
105 - 21900 Westminster Hwy., Richmond, BC V6V 0A8

info@apbc.ca | www.apbc.ca

August 21, 2014

Mayor Bill Irving  
District of Ucluelet  
Box 999, 200 Main Street  
Ucluelet, BC V0R 3A0

Filecode: 0410-20 AMBUL  
X-Ref:  
Forwarded to: Council, Andrew  
 Physical  Electronic



Dear Mayor Irving:

## RE: Community Paramedicine

In recent years, a lot of attention has been focused around lengthy ambulance response times in rural and remote BC. Recruitment and retention of Paramedics is challenging, as are many serious gaps in healthcare. Consequently, the residents in rural and remote areas are forced to endure lengthy delays for emergency care and/or may also have to travel long distances for healthcare.

I am writing to formally introduce you to an innovative, patient and community centered healthcare concept which may be part of the solution to addressing healthcare gaps in your community.

Last year at the UBCM Conference we had the opportunity to meet with many mayors and councillors from around the province and hear about various ambulance service issues and healthcare challenges in different communities and municipalities.

From the feedback we received and from what we are seeing as frontline paramedics, patients' needs are not always being met and there is significant room for improvement.

During our meetings at the UBCM Conference, we spoke conceptually about what community paramedicine could look like in BC's various communities. We also spoke about successful community paramedic programs in other parts of Canada, in the US, the UK, New Zealand and Australia. What we couldn't talk about specifically was how community paramedic programs could work in BC.

Over the last year, we have been working tirelessly on exploring the concept of community paramedicine and evaluating how it could work in BC. As part of that exploration, we engaged two consultants who have worked extensively on evaluating community paramedicine in Ontario. Ontario has subsequently allocated an additional six million dollars to community paramedic initiatives.

The consultants we engaged completed an analysis of BC's healthcare system and drafted a foundation document that explores BC's healthcare challenges and explains the full spectrum of community paramedic programs to determine how they can fit into the BC healthcare landscape. I have enclosed the document "A Framework for Implementing Community Paramedic Programs in British Columbia" for your perusal.

Also, over the last year, the Ambulance Paramedics of British Columbia partnered with the provincial government to include contract language to enable community paramedics programs in BC. Our initial agreement includes eighty additional full-time equivalent positions to be allocated specifically for community paramedic positions. Furthermore, we also agreed on allocating an additional fifteen million dollars towards the establishment of community paramedic programs.

Our Ambulance Paramedics of BC Executive, along with one of the authors of the enclosed document, will be attending the upcoming UBCM Conference. We are available to meet with you during the Conference to discuss your community's specific needs. If you would like to set up a meeting with us, or if you would like to participate in one of our information sessions about community paramedicine, please contact Sophia Georgas@ 604-728-9287.

Should you require additional copies of the Community Paramedicine Framework, please download them from our website [www.apbc.ca](http://www.apbc.ca).

We look forward to discussing community paramedic program possibilities in your community.

Sincerely,



Bronwyn Barter  
Provincial President  
Ambulance Paramedics of BC

BB/rmn/cope378

**District of Ucluelet**  
**Expenditure Voucher**

**G-15/14**

**Date: September 09, 2014**

**Page: 1 of 6**

**CHEQUE LISTING:**

**AMOUNT**

Cheques: #21272 - #21378	\$	599,412.12
--------------------------	----	------------

**PAYROLL:**

PR 16/14	\$	58,153.81
PR 17/14	\$	57,615.74

<b>\$</b>	<b><u>715,181.67</u></b>
-----------	--------------------------

**RECEIVED FOR INFORMATION AT MEETING HELD: September 9, 2014**

*Jeanette O'Connor, CFO*

Cheque #	Bank	Pay Date	Vendor #	Vendor Name	Invoice #	Description	Invoice Amount	Hold Amount	Paid Amount	Void
021272	002	07/08/2014	BR021	BARRY'S REXALL DRU	395532	BANDAIDS	12.58		12.58	
021273	002	07/08/2014	CH192	CIBC - VISA CENTRE	JULY/14	JULY/14	1,440.74		1,440.74	
021274	002	07/08/2014	CK608	CORTES KEVIN	D435	D435	6,462.48		6,462.48	
021275	002	07/08/2014	CLC12	CARVELLO LAW CORPO	892	101009	1,225.53		1,225.53	
021276	002	07/08/2014	ND001	VING VI NEWSPAPER	WNDI00003371	ZONING/UKEE DAYS	357.00		357.00	
021277	002	07/08/2014	SJ004	S & J SERVICES	272924 272927 272926 272925 272923	JULY/14 JULY/14 JULY/14 JANITORIAL JULY/14-JANITORIAL JULY/14	138.60 651.00 315.00 315.00 1,386.00		2,805.60	
021278	002	07/08/2014	TE541	TECH ELECTRICAL CO	1345 1346	ST.JACQ STR LIGHTS TUGWELL IRRIGATION	188.53 330.75		519.28	
021279	002	07/08/2014	TH144	THOMAS HEATHER					200.00	Yes
021280	002	07/08/2014	UC141	UCLUELET CHAMBER O	120991	2014 BL CONTRIBUTI	23,829.00		23,829.00	
021281	002	07/08/2014	UR849	UCLUELET RENT-IT C	18944	PORTABLES	476.00		476.00	
021282	002	07/08/2014	WCNK1	WEST COAST NATURE	I140806103	WC NATURE KIDS CAM	1,056.00		1,056.00	
021283	002	07/08/2014	WP166	WINDSOR PLYWOOD -	31965A 31969A 30889A	FLOAT SUPPLIES SPRAY PAINT SPIRAL NAILS	30.58 30.58 14.52		14.52	
021284	002	12/08/2014	IG500	INTEGRITY GROUP (T	DU-001-2014	WORKSHOP	2,919.50		2,919.50	
021285	002	14/08/2014	AEL78	ALBION ELECTRIC LT	747749	LAUNDRY RM-LIGHTS	189.36		189.36	
021286	002	14/08/2014	AGS11	AGS BUSINESS SYSTE	32437	JULY/14 COPY COUNT	645.17		645.17	
021287	002	14/08/2014	AL001	ACKLANDS - GRAINGE	43540523460	GLOVES	78.74		78.74	
021288	002	14/08/2014	BC017	BC HYDRO & POWER A	JUL/14	JUL/14	19,155.64		19,155.64	
021289	002	14/08/2014	CK608	CORTES KEVIN	D436	D436	4,377.54		4,377.54	
021290	002	14/08/2014	CLC12	CARVELLO LAW CORPO	886 888 887 889	101006 101022 101007 101041	398.35 3,906.18 957.96 1,349.99		6,612.48	
021291	002	14/08/2014	COOP	UCLUELET CONSUMER'	71434132 71430989 71430796 71429841 71432871 71434150 71432898 71430816 71430900 71436341 71433551	#3 EQUIPMENT GAS 23 24 #1 #2 14 #2 GENERATOR GAS #12 #4	156.58 104.58 77.02 170.27 144.10 56.69 84.41 60.04 8.77 102.02 137.02		1,101.50	
021292	002	14/08/2014	COOP	UCLUELET CONSUMER'	71438229 71438138 71438288 71438347 71438237 71438324 71438168 71438133 71438123 71437483 71436342	#2 #20 #23 RANGER JERRY CANS JERRY CANS JERRY CANS JERRY CANS JERRY CANS JERRY CANS #5 20	71.87 21.08 80.83 114.34 105.63 109.28 105.98 19.17 96.23 55.94 23.05		803.40	
021293	002	14/08/2014	COOP	UCLUELET CONSUMER'	71438378	RANGER/PW	59.38		1,032.42	



Cheque #	Bank	Pay Date	Vendor #	Vendor Name	Invoice #	Description	Invoice Amount	Hold Amount	Paid Amount	Void
					71439401	#24	157.12			
					71440519	#10	153.52			
					71442797	#3	148.32			
					71445050	#2	60.01			
					71442785	# 4	89.00			
					71441702	#2	59.00			
					71442095	#6	95.31			
					71439637	FIRE TRUCK	105.16			
					71440398	GENERATOR FUEL	34.12			
					71445610	#12	71.48			
021294	002	14/08/2014	CT002	CLEARTECH INDUSTRI	584145SJC	HYPOCHLORITE	1,336.27		1,336.27	
021295	002	14/08/2014	DC466	DYNAMEX CANADA LTD	981625	N.IS.LABS	44.50		44.50	
021296	002	14/08/2014	DFC01	DUMAS FREIGHT COMP	28632	CLEARTECH	288.75		351.91	
					30111	FOUR STAR	34.09			
					30112	FOUR STAR	29.07			
021297	002	14/08/2014	FS004	FOUR STAR WATERWOR	43901	AUTO FLUSHER PARTS	756.00		1,088.21	
					43869	HWY SERVICE CONNEC	332.21			
021298	002	14/08/2014	FW050	FAR WEST FOODS GRO	283446	PAPER PRODUCTS/SOA	106.76		106.76	
021299	002	14/08/2014	FYHOL	FYFE WELL & WATER	2014-1413	WELL 1 PUMP	13,151.25		13,151.25	
021300	002	14/08/2014	IH042	INNER HARMONY SERV	2858	JULY/14	2,443.88		2,443.88	
021301	002	14/08/2014	LM836	MORRISON LINDSAY	120997	CAMP INSTRUCTOR AU	330.00		330.00	
021302	002	14/08/2014	LY001	YOUNG ANDERSON	82617	1190122	1,012.53		1,407.67	
					82618	1190123	395.14			
021303	002	14/08/2014	MS170	REVENUE SERVICES O	AUG/14	AUG/14	2,848.05		2,848.05	
021304	002	14/08/2014	ND001	VING VI NEWSPAPER	WNDI00003417	PUBIC HEARING	504.00		504.00	
021305	002	14/08/2014	NI005	NORTH ISLAND LABOR	92277	112856-01-05	131.25		131.25	
021306	002	14/08/2014	NV785	NOVUS CONSULTING I	5638	JULY MONITORING	52.50		52.50	
021307	002	14/08/2014	O9232	O'CONNOR JEANETTE	120996	O'CONNOR-WORKSHOP/	967.46		967.46	
021308	002	14/08/2014	PW280	PITNEYWORKS	1993346	JULY/14 POSTAGE	1,065.00		1,065.00	
021309	002	14/08/2014	SB304	SCHANTZ BOB	JULY/14	SCHANTZ-JULY 1-31/	1,288.00		1,288.00	
021310	002	14/08/2014	SBR01	SONBIRD REFUSE & R	19601	JULY/14	2,905.10		2,905.10	
021311	002	14/08/2014	SF061	STEVENS FLICKERINE	120998	AUG/14 YOGA	105.62		556.95	
					120999	JUL/14 YOGA	451.33			
021312	002	14/08/2014	TE541	TECH ELECTRICAL CO	1340	NORAH LIFT ST.	93.71		824.11	
					1341	NORAH LIFT ST.	165.38			
					1343	BAY ST. HEATER	565.02			
021313	002	14/08/2014	TM005	TELUS MOBILITY	JULY/14	JULY/14	1,316.62		1,316.62	
021314	002	14/08/2014	TP002	TELUS	JULY/14	JULY/14	3,787.19		3,787.19	
021315	002	14/08/2014	TSC19	TRANSPARENT SOLUTI	7317	SEPT/14 CLEARMAIL	20.95		20.95	
021316	002	14/08/2014	UC142	UCLUELET CONSUMER'	CO1097376	ZIPLOCKS	13.41		27.60	
					CO1097421	ZIPLOCKS	20.13			
					CO1049530	WATER	3.00			
					CO1097420	ZIPLOCKS	8.94-			
021317	002	14/08/2014	UR849	UCLUELET RENT-IT C	18970	PORTABLES	235.20		235.20	
021318	002	14/08/2014	UV145	UCLUELET VIDEO SER	AUG/14-941	AUG/14-491 DATA TR	557.76		599.09	
					AUG/14-948	AUG/14-948	41.33			
021319	002	22/08/2014	AGS11	AGS BUSINESS SYSTE	32436	JULY/14	155.82		155.82	

Cheque #	Bank	Pay Date	Vendor #	Vendor Name	Invoice #	Description	Invoice Amount	Hold Amount	Paid Amount	Void
021320	002	22/08/2014	AL001	ACKLANDS - GRAINGE	0523220	WALL CLOCKS	67.17		67.17	
021321	002	22/08/2014	BC206	BC ASSESSMENT AUTH	120994	2014 TAX LEVY	32,689.47		32,689.47	
021322	002	22/08/2014	BE737	BENSON ERICA	121009	JULY 20-26/14	683.20		683.20	
021323	002	22/08/2014	BP940	BLACK PRESS	32325899	MONDAY MAG	261.45		261.45	
021324	002	22/08/2014	CAF17	CRAB APPLE FLORAL	3458	FLORAL BOUQUETS	106.40		106.40	
021325	002	22/08/2014	CE004	CORPORATE EXPRESS	36195981 36225694 36295766 36247144	YELLOW FILES COMPTER SCREEN TONER-COUNCIL PRIN LAMINATING POUCHES	23.52- 329.60 312.11 22.39		640.58	
021326	002	22/08/2014	CK608	CORTES KEVIN	D437	D437	3,273.24		3,273.24	
021327	002	22/08/2014	COM01	CANADIAN CORPS OF	000822-037413	SECURITY	1,172.47		1,172.47	
021328	002	22/08/2014	DC001	DOLAN'S CONCRETE L	UK35249 UK35228	WALL REPLACEMENT WALL REPLACEMENT	1,390.04 323.64		1,713.68	
021329	002	22/08/2014	EE449	ENLIGHTENING ENTER	8	EZRA SOCCER CAMP	3,169.48		3,169.48	
021330	002	22/08/2014	FB185	FOGGY BEAN COFFEE	13002175	COFFEE	60.50		60.50	
021331	002	22/08/2014	FW050	FAR WEST FOODS GRO	282945 284308 284267	GARBAGE BAGS WATER/WR SUPPLIES WATER	129.02 44.60 86.00		259.62	
021332	002	22/08/2014	HR865	MPC CONSULTING LTD	UCLS-14 INV 0 2014inv02 12INV30EXTRA	SCADA SERVICE JULY/14 4321	105.00 210.00 288.75		603.75	
021333	002	22/08/2014	IH042	INNER HARMONY SERV	2956	JULY/14 EXTRAS	105.00		105.00	
021334	002	22/08/2014	LB200	LONG BEACH PLUMBIN	4226	WATER LEAK REPAIR	77.64		77.64	
021335	002	22/08/2014	MF207	MUNICIPAL FINANCE	120995	2014 TAX LEVY	100.04		100.04	
021336	002	22/08/2014	MG729	MURRAY'S GROCERY	1217	COFFEE	103.61		103.61	
021337	002	22/08/2014	NV785	NOVUS CONSULTING I	5678	GODADDY RENEWAL	259.60		259.60	
021338	002	22/08/2014	PI002	PLANNING INSTITUTE	121012	ABDULLA PRE-CANDID	100.00		100.00	
021339	002	22/08/2014	RD205	ALBERNI-CLAYOQUOT	120992	2014 TAX LEVY	210,840.00		210,840.00	
021340	002	22/08/2014	RH204	REGIONAL HOSPITAL	120993	2014 TAX LEVY	174,148.00		174,148.00	
021341	002	22/08/2014	SWE33	SEA WIND ELECTRIC	808518	UCC LIGHTING REPAI	1,968.06		1,968.06	
021342	002	22/08/2014	SYS81	SYSCO	1767619	DESSERTS	557.35		557.35	
021343	002	22/08/2014	TCB33	TUFF CITY BREWERY	400045	DRAFT BEER	1,310.00		1,310.00	
021344	002	22/08/2014	TE541	TECH ELECTRICAL CO	1342	LAGOON REPAIR-POND	423.52		423.52	
021345	002	22/08/2014	UC142	UCLUELET CONSUMER'	C01098558 C01126815 C01102538 C01084561 CO109 3649 CO014 8032 CO109 5800 CO1104543	PIZZA SUPPLIES YOUTH NIGHT-FOOD TAPE/CLOTHS/CANDY MILK/CREAM/SARAN W SNACKS MOVIE NIGHT LAUNDRY BAGS/DAIRY DAIRY DAIRY/ZILOCKS	76.91 35.44 50.56 39.53 15.54 28.63 8.18 21.03		275.82	
021346	002	22/08/2014	UR849	UCLUELET RENT-IT C	18711 18707	PORTABLES PORTABLE	554.40 358.40		912.80	
021347	002	22/08/2014	VI200	VANCOUVER ISLAND R	Q3-2104	Q3-14	23,859.00		23,859.00	

Cheque #	Bank	Pay Date	Vendor #	Vendor Name	Invoice #	Description	Invoice Amount	Hold Amount	Paid Amount	Void
021348	002	22/08/2014	WP166	WINDSOR PLYWOOD -	32755A 30557A 33157A 27953A 30040A 34271A	SPRAY PAINT WALL REPLACEMENT WALL REPLACEMENT LUMBER LAG BOLT TOILET HANDLE	17.30- 1,612.29 450.71 658.01 1.29 3.72		2,708.72	
021349	002	22/08/2014	BE737	BENSON ERICA	121008	AUG 10-16/14	492.80		492.80	
021350	002	22/08/2014	CF005	COLUMBIA FUELS	75121586367	SCH ABSORBENT PADS	672.00		672.00	
021351	002	22/08/2014	CP300	CRITERION PICTURES	768495	AUG 15/14	22.40		22.40	
021352	002	22/08/2014	DC466	DYNAMEX CANADA LTD	983909	NORTH ISLAND LABS	44.08		44.08	
021353	002	22/08/2014	FS004	FOUR STAR WATERWOR	43946	METER BOX/LIME	452.95		452.95	
021354	002	22/08/2014	GIL55	GILMOUR, ALICIA	121011	GILMORE HONORARIUM	200.00		200.00	
021355	002	22/08/2014	HI715	HETHERINGTON INDUS	E-42210	SCH ABSORBANT PADS	126.00		126.00	
021356	002	22/08/2014	JOHOL	HOLMES JOEL	67242	67242	800.00		800.00	
021357	002	22/08/2014	OM712	OLIWA MIRANDA	121002	OLIWA-JAZZ SUMMER	154.98		154.98	
021358	002	22/08/2014	RPI46	ROADPOST INC. T462	RC08074183	AUG/14	61.95		61.95	
021359	002	22/08/2014	SI604	SHU IAN	121003	SHU-PURPLE DRAGON	910.20		910.20	
021360	002	22/08/2014	VC133	VANCE CHRIS	121010	VANCE GYM CAMP	3,016.80		3,016.80	
021361	002	02/09/2014	BE737	BENSON ERICA	121015	BENSON-REIMBURSEME	113.59		113.59	
021362	002	02/09/2014	bn285	BROWN NANCY	121013	FILE 76055387/7605	238.76		238.76	
021363	002	02/09/2014	CK608	CORTES KEVIN	D438	D438	3,926.43		3,926.43	
021364	002	02/09/2014	CUPE1	CUPE LOCAL #118	AUG/14	PP016/14; PP017/14	1,398.45		1,398.45	
021365	002	02/09/2014	DC466	DYNAMEX CANADA LTD	985464	N.IS.LABS	44.08		44.08	
021366	002	02/09/2014	FW050	FAR WEST FOODS GRO	284711 284488 283685	AQUAR.PAPER PRODUC AQUAR.PAPER PRODUC WSHRM SUPPLIES	75.45 60.17 238.97		374.59	
021367	002	02/09/2014	GB059	GIBSON BROS. CONTR	12959	PAC.RIM HWY WATER	2,470.90		2,470.90	
021368	002	02/09/2014	GPC25	GREATPACIFIC CONSU	59	WATER PROFILING/SA	5,241.80		5,241.80	
021369	002	02/09/2014	LB004	LONG BEACH GOLF CO	121001	2014 PRO AM SPONSO	200.00		200.00	
021370	002	02/09/2014	LGM01	LGMA-DELEGATE	14544	DOSDALL-MATI	1,785.00		1,785.00	
021371	002	02/09/2014	ME001	MINISTER OF FINANC	WSI185163	C024206/C026923	100.00		100.00	
021372	002	02/09/2014	MM208	MITCHELL MOLLY	121016	MITCHELL-SUMMER YO	78.07		78.07	
021373	002	02/09/2014	MMB55	MURDY & McALLISTER	20181 20179	4438 2167	415.49 84.63		500.12	
021374	002	02/09/2014	OG509	OLSON GARY	226839002	OLSON-BOOTS	175.00		175.00	
021375	002	02/09/2014	PC285	PETTY CASH - BARBA	AUG/14	AUG/14	46.65		46.65	
021376	002	02/09/2014	RK179	ROBISON KARLA	121014	ROBISON-EMBC MEETI	49.68		49.68	
021377	002	02/09/2014	WI219	WALCO INDUSTRIES L	25531	AUG/14-SEPT/14	285.05		285.05	
021378	002	02/09/2014	WP166	WINDSOR PLYWOOD -	19863A 34480A 34848A 26395A	DECKING LUMBAR COPPER STRAPPING CUTTERS/TAPE/TIES MOULDING	274.01 21.27 16.86 7.66		319.80	

<u>Cheque #</u>	<u>Bank</u>	<u>Pay Date</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Invoice #</u>	<u>Description</u>	<u>Invoice Amount</u>	<u>Hold Amount</u>	<u>Paid Amount</u>	<u>Void</u>
Total:							599,412.12	0.00	599,412.12	

\*\*\* End of Report \*\*\*



## STAFF REPORT TO COUNCIL

Council Meeting: SEPTEMBER 9, 2014  
500 Matterson Drive, Ucluelet, BC V0R 3A0

**FROM:** ABBY FORTUNE, DIRECTOR OF PARKS AND RECREATION

**FILE NO:** 0550-20; 4200-20 2014

**SUBJECT:** APPOINTMENT OF ELECTION OFFICERS

**ATTACHMENT(S):** NONE

**RECOMMENDATION(S):**

1. Pursuant to Section 41(1) of the *Local Government Act*, THAT Council appoint Dennis Brown as Chief Election Officer for the 2014 District of Ucluelet Municipal Election and Abby Fortune as Deputy Chief Election Officer for the 2014 District of Ucluelet Municipal Election.

**PURPOSE:**

The purpose of this report is to request that Council appoint Dennis Brown, Elections Consultant, as Chief Election Officer and Abby Fortune as Deputy Chief Election Officer.

**BACKGROUND:**

The District of Ucluelet has hired Dennis Brown, to be the Chief Elections Officer for the 2014 Municipal election due to his successful work with the District on past elections, including the 2008 and 2011 Municipal elections. Section 41(1) of the *Local Government Act* requires that Council appoint a Chief and Deputy Chief Election Officer prior to any election duties being carried out.

**Respectfully submitted:**

---

Abby Fortune  
Director of Parks and Recreation

THIS PAGE LEFT BLANK INTENTIONALLY



## STAFF REPORT TO COUNCIL

Council Meeting: SEPTEMBER 9, 2014  
500 Matterson Drive, Ucluelet, BC V0R 3A0

**FROM:** KARLA ROBISON, ENVIRONMENTAL AND EMERGENCY SERVICE MANAGER     **FILE No:** 2320-20 NI911

**SUBJECT:** Agreement with North Island 9-1-1 Corporation to obtain Optional Value Services for the Ucluelet Volunteer Fire Brigade (UVFB)

**ATTACHMENT:** APPENDIX 1 – AGREEMENT BETWEEN NORTH ISLAND 9-1-1 CORPORATION AND THE DISTRICT OF UCLUELET

### **RECOMMENDATION(S):**

1. **THAT** Council receives the Agreement between North Island 9-1-1 Corporation and the District of Ucluelet for Optional Value Services through their Computer Aided Dispatch Software System.

### **PURPOSE:**

The purpose of this report is for Council to consider the District to enter in an agreement with North Island 9-1-1 Corporation for Optional Value Services that will assist with the protection of residents, visitors, and neighbouring communities.

### **BACKGROUND:**

North Island 9-1-1 Corporation supports 51 fire departments on Vancouver Island. The majority of these departments obtain Optional Value Services through their Computer Aided Dispatch Software System.

Currently the District has access to the Visinet Browser (see Schedule “B” of the agreement), which provides Fire Departments with a username and password for access to incident reports, and allows for remote access to real-time as well as historical incident information for 7 years. Incident Reports are required when completing fire reports for the Fire Commissioners Office. To use this service, the District should be entered into an agreement with North Island 9-1-1 Corporation. Outlined below are the Optional Value Services within this agreement.

### **Incident Notification (electronic mail messages - text messages) – Schedule “G”:**

Text messages will provide real time incident notification through the VisiCAD dispatch system. This feature is not intended to be used in lieu of the VHF paging system currently provided by the Corporation, but to assist with an alternative and convenient notification system that provides rapid access to a sophisticated node mapping system (civic address). Three electronic mail addresses are permitted:

- Email distribution list for emergency incidents – all members
- Email distribution list for non-emergencies (e.g., complaints, alarms, etc.) – Duty Officers (Chief, Deputy Chief, Officer, and two Lieutenants)

- Active 911 – mobile application for iPhone and Androids – alternative notification system with incident details, mapping and response features

**Visinet Mobile (Inform Mobile Device) – see Schedule “C” (fee) and Schedule “E” (installation):**

Visinet Mobile provides real-time and historical incident information with node base mapping. The Duty Chief can access incident information on a mobile device at home, work, fire truck, etc. Node base mapping links to the North Island 9-1-1 Corporation VisiCAD and is more accurate than Provincial Centre Line Mapping. The built in GPS includes the entire map of North Island with civic address, fire hydrant info, new subdivisions, etc. The system is user friendly. Benefits are outlined below:

- Real-time incidents updates - early synopsis provides early decision making
- Incident information for mutual aid (e.g., Tofino, Yuułu?i?ath, etc.), motor vehicle accidents, and supporting BC Ambulance Services (BCAS) calls
- Accurate and up-to-date detailed mapping
- Back up communications tool with North Island 9-1-1 Corporation

**Hazard and Special Instruction Property Services**

This pre-planning feature entails critical response information to specific properties (i.e., threats to responders such as violent occupants, potential exposure to hazardous materials, compromised structures, disabled occupants, automatic aid information, etc.).

**Fees:**

- North Island 911 Agreement - \$1.00 for 5 years
- \$160 annual maintenance fee for Visinet Mobile (20% of installation fee)
- Onetime \$800 installation fee per vehicle for Visinet Mobile
- Hardware (1 Toughbook Panasonic) – approx. \$2500
- Total: \$800 + \$2,500 (one-time fee) = \$3,300 + \$160 (annual fee) = \$3,500

**Budget:**

There have been discussions to obtain this software and equipment for the UVFB (Duty Officers) for a few years. There are currently adequate funds through the Equipment and Supplies GL code.

**SUMMARY AND CONCLUSION:**

The objective of this report is to obtain Council’s support to move forward with an agreement with North Island 9-1-1 Corporation for the UVFB to obtain Optional Value Services to assist with the protection of residents, visitors, and neighbouring communities. Currently the UVFB is accessing Visinet Browser. Incident Notification will assist with efficient response time through an alternate and convenient notification system, while differentiating between emergency and non-emergency calls. Visinet Mobile provides immediate real-time information and the most sophisticated mapping available. Hazard and Special Instruction Property Services supports pre-planning critical response information.

**Respectfully submitted:**




---

Karla Robison, Environmental and Emergency Services



**THIS AGREEMENT** made effective this 25th day of August, 2014.

**BETWEEN:**

**NORTH ISLAND 9-1-1 CORPORATION**

600 Comox Road  
Courtenay, BC V9N 3P6

(hereinafter called the “Corporation”)

**AND:**

**DISTRICT OF UCLUELET**

200 Main St. PO Box 1179  
Ucluelet, BC V0R 3A0

(hereinafter called the “User”)

**WHEREAS:**

The Corporation maintains and provides a Computer Aided Dispatch Software System (the “System”) for fire dispatch operations for Fire Departments; and

The User wishes to utilize the System with some or all of the Optional Value Services (as defined herein) within one or more of its individual Fire Departments (as defined herein) for the Services specified in this Agreement;

THEREFORE, IN CONSIDERATION of the payment of One (\$1.00) Dollar paid by the User to the Corporation (the receipt and sufficiency of which is hereby acknowledged and agreed by the Corporation) and other good and valuable consideration, the Corporation and the User do hereby agree as follows:

**1. INTERPRETATION**

In this Agreement:

**“Boundaries”** means the boundaries of the User identified in Schedule “D” to this Agreement;

**“Excusing Event”** means any event or circumstances, beyond the control of the Corporation, acting prudently and reasonably, that has or may reasonably be expected to have a material adverse affect on the provision of the Services including, but not limited to the following:

- (a) an act of God, epidemic, landslide, lighting, earthquake, fire, explosion, storm, flood or similar occurrence, any act of any public enemy, war, blockage, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or a strike, lockout or similar industrial or labour action, or sabotage;
- (b) the order or judgment of a court or any government authority;
- (c) any changes in applicable laws or regulatory requirements;
- (d) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval essential to the maintenance or operation of the System;
- (e) any failure, negligence, or actions, or inactions, on the part of any third party provider, including, without limitation, TriTech Software Systems (“TriTech”), to provide or to continue to provide, support for the System; or
- (f) any bugs, flaws, errors, omissions or other problems within the System as created by any such third party, including, without limitation, TriTech, that in any way impact upon or result in the discontinuance, interruption or inability of the System to operate as reasonably anticipated.

**“Fire Department”** means a single fire department organization in operation in any of the areas described in Schedule “D” of this Agreement;

**“Hazard & Special Instruction Property Services”** means the optional addition to the System that provides the User’s personnel with specific response information to every property within the boundaries, described in Schedule “F” of this Agreement;

**“Incident Notification”** means the optional addition to the System that provides the User’s field personnel with the opportunity to receive incident information via email to three email addresses per Fire Department, described in Schedule “G” of this Agreement;

**“Optional Value Services”** means the Visinet Mobile, Hazard & Special Instruction Property Services and Incident Notification programs defined in this section 1 and described in Schedules “E”, “F” and “G” of this Agreement;

**“Services”** means the services described in Schedule “A” to this Agreement;

**“System”** means the Emergency Answering System for fire, ambulance and police services described in Schedule “I” to this Agreement;

**“TriTech Software Systems Operation Policy”** means the operational policy as prescribed from time to time by the Corporation to be abided by and used by any and all Users and Fire Departments, from time to time when utilizing the System.

**“Visinet Browser”** means a mandatory feature that provides fire chiefs with remote

access to real-time and historical incident information; and

**“Visinet Mobile”** means the optional addition to the System described in Schedules “C” and “E” of this Agreement.

## 2. SERVICES

The Corporation shall provide the Services to the User for use solely within the Boundaries identified in Schedule “D”. The User shall use the Services provided by the Corporation in strict accordance with the terms set out within this Agreement and in accordance with any rules, guidelines or protocols established by the Corporation from time to time.

## 3. PERSONNEL, EQUIPMENT AND FACILITIES

The Corporation shall provide and maintain or undertake to provide and maintain all the personnel, equipment and facilities reasonably necessary to provide the Services subject to any maintenance or servicing fees, or as may be set out by the Corporation from time to time. The Corporation shall not provide the hardware or installation of all hardware necessary to operate the Services except where specifically agreed to by the Corporation under this Agreement.

## 4. TERM

This Agreement comes into effect on the effective date of this Agreement and has a term of five (5) years (the “Term”) unless terminated earlier under the provisions of this Agreement. The User may, by giving written notice of not less than six months before the end of the Term of this Agreement, renew this Agreement for a further five (5) year renewal term (the “Renewal Term”). This right of renewal is exercisable once only.

Subject to the aforementioned and Tri-Tech’s approval, this Agreement shall be renewed for the Renewal Term.

## 5. AMENDMENTS

The Corporation and the User may by mutual written agreement agree to amend any aspect of this Agreement from time to time.

## 6. LICENSE FEE

The User agrees to pay the Corporation a licence fee (the “Licence Fee”) for the use of the optional Visinet Mobile described in Schedule “C” for the duration of the Term, and any Renewal Term, all in accordance with Schedule “C” to this Agreement.

**7. MAINTENANCE FEE**

The User shall also pay an annual maintenance fee to the Corporation as described in Schedule "C".

**8. INVOICE**

The Corporation shall submit invoices to the User for any and all amounts arising from the Visinet Mobile or other such Optional Value Services as described in Schedules "C", "E", "F", and "G" of this Agreement.

**9. PAYMENT**

The User shall pay any invoice submitted by the Corporation within thirty (30) days of the User's receipt of such invoice. Any overdue payments shall be charged interest at the prime rate of interest charged from time to time by the Royal Bank of Canada to its most credit-worthy commercial customers in Canada, plus three percent (3%) per annum.

**10. SYSTEM FAILURE/INTERRUPTIONS**

The Corporation shall use its best efforts to maintain a fully operational and effective System at all times but the Corporation shall not, under any circumstances, be responsible for any failure of the System or interruption in provision of the Services due to an Excusing Event or any other event or circumstance which could not have been reasonably anticipated or which was beyond the Corporation's control.

**11. REPORTING REQUIREMENTS**

The User shall advise the Corporation as soon as practicable of any incidents or events which have resulted in failure or perceived failure or inadequate operation of the System or interruption in the Services and shall provide a written report with full particulars as soon as possible. The Corporation shall advise the User as soon as practicable of any damage to the System or interruption in provision of the Services and shall give the User as much advance notice as reasonably possible of any planned or potential interruptions in provision of the Services.

**12. PUBLIC ANNOUNCEMENTS**

The User shall not make any public announcements or statements respecting the System or provision of the Services without the prior written approval of the Corporation.

### 13. INSURANCE

The User shall maintain commercial general liability insurance coverage in an amount not less than five million (\$5,000,000.00) dollars for the Term (and any Renewal Term) of this Agreement to cover any risks arising out of the provision of the Services under this Agreement and shall name the Corporation as an additional insured under that policy.

The User shall provide the Corporation with a copy of the required insurance coverage:

- (a) at the time this Agreement is executed; and
- (b) on such other occasions as requested by the Corporation.

If the User fails to maintain the insurance coverage required under this Agreement, the Corporation may obtain such insurance as the Corporation determines, in its sole discretion, to be necessary and the cost of any such insurance shall be paid by the User to the Corporation forthwith upon the Corporation claiming payment for same.

The parties shall immediately advise the other party in writing of any claims made which may incur liability by either of them in respect of the operation of the System and the provision of the Services and shall cooperate with each other and with their insurers in the settlement or defence of such claim.

### 14. TERMINATION

Either party may terminate this Agreement during the Term (and any Renewal Term) by giving not less than three hundred and sixty-five (365) days written notice of termination to the other party. If a party neglects or refuses to carry out or is in breach of any provision under this Agreement the other party hereto, in addition to any other rights and remedies it may have, may provide written notice of such breach to the other party and in the event that such other party does not cure such breach within three (3) days of its receipt of such notice of breach then the non-defaulting party may terminate this Agreement immediately. If the Corporation is unable to fulfill its obligations under this Agreement for a period of not less than thirty (30) consecutive days due to the occurrence of an Excusable Event, either party may give written notice that the Agreement is terminated and in which case the Agreement will be terminated effectively seven (7) days from the date one party delivers notice of such termination to the other party and in that event both parties are released from any further obligations under this Agreement.

## 15. LIMITS ON LIABILITY AND INDEMNIFICATION

The User hereby releases and holds harmless the Corporation and its shareholders, directors, officers, employees and agents of and from all actions, claims, liabilities, injuries, losses, damages, demands, expenses (including legal fees on a solicitor and client basis), costs, obligations, and demands of every kind and nature which it has, or may have hereafter, whether in contract, tort or otherwise, and whether arising directly or indirectly, in whole or in part, by reason of the fault, breach of duty, errors or omissions of the System or the Services, or any component or part thereof, (including without limitation, the transmission of property response information or Incident Notification by email) or of the Corporation or its employees and agents, save and except, where caused by the malicious or wilful misconduct of the Corporation. The Corporation shall not be held responsible for the integrity of property response information including its accuracy or latency provided by Incident Notification or any other Service.

The User will indemnify, defend and hold harmless the Corporation and its shareholders, directors, officers, employees and agents from and against all claims, losses, damages, costs (including legal fees and disbursements), expenses, causes of action and liabilities in respect of personal injury, including death or disease, or loss of or damage to property or economic interests of a non-party hereto which are caused or contributed to, directly or indirectly, by the fault, negligence or other breach of duty of the User, its directors, officers, employees, contractors, subcontractors and any other person for whom the User is responsible. Without restricting the generality of the foregoing, the User shall release, indemnify and hold harmless the Corporation and its directors, officers, employees and agents from and against all claims, losses, damages, costs (including legal fees and disbursements), expenses, actions, causes of action and liabilities, including levies, charges, fines which is caused or contributed to by the User, its officers, directors, employees or subcontractors, or other persons for whom the User is responsible, arising from or relating to errors and omissions associated with property response information, conveyance of instant information to a Fire Department via email, lands, premises or equipment in respect of which the Services or any of the Optional Value Services, including without limiting the foregoing, the Hazard & Special Instruction Property Services which are provided, or will be provided, by the Corporation pursuant to this Agreement.

## 16. DISPUTE RESOLUTION

In this clause, “dispute” means any dispute arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it or any matter requiring the agreement of the parties under this Agreement.

The parties agree to make bona fide efforts to resolve any disputes arising between them by amicable negotiations and to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

If the Corporation and the User are unable to resolve any dispute by way of mediation

or negotiation, then either party may refer the matter to arbitration, in which case an arbitration will take place at the British Columbia International Commercial Arbitration Centre (“BCICAC”), in accordance with BCICAC’s Rules then in effect, which arbitration shall be governed by the *Commercial Arbitration Act* RSBC 1996, c.55. where any such dispute is brought before arbitration, the decision of the arbitrator shall be final and binding upon both the User and the Corporation. Each party shall bear its own costs and attorney fees with respect to any such arbitration, the cost of the arbitration shall be split evenly between the parties.

#### **17. PREVIOUS REPRESENTATION EXCLUDED**

All prior negotiations and agreements between the parties related to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings or agreements other than those expressly set forth in this Agreement or subsequently agreed to in writing by a duly authorized representative of the Corporation or the User.

#### **18. WAIVER**

Any failure of the Corporation or the User to enforce or to require the strict performance of any of the provisions of this Agreement shall not, in any way, constitute a waiver of those provisions or affect or impair those provisions or any right the Corporation or the User has at any time to avail itself of any remedies it may have for any breach of these provisions or to require the Services to be performed in accordance with this Agreement.

Neither party is bound by a waiver of any provision of this Agreement unless the waiver is clearly expressed in writing and signed by the party’s representative.

#### **19. LAWS**

This Agreement shall be governed by the laws of the Province of British Columbia. The parties agree to comply with all laws, rules, regulations, bylaws, permits and licenses which apply to the subject matter of this Agreement.

#### **20. SUCCESSORS/ASSIGNS**

This Agreement shall operate and take effect for the benefit of, and be binding upon, the Corporation and the User and their respective successors and assigns. The User may not assign its interest in this Agreement without the prior approval of the Corporation.

**21. COVENANTS**

The User does hereby covenant and agree that:

- (a) the due and punctual payment of all sums which may from time to time be payable by the User to the Corporation under this Agreement; and
- (b) the prompt and complete observance and performance of all of the provisions to be observed or performed by the User under this Agreement.

**22. REPRESENTATIONS**

The User represents and warrants that:

- (a) it is a legally constituted organization;
- (b) it has the legal capacity and full authority to enter into this Agreement and bind itself to the obligations under this Agreement;
- (c) it will abide by and strictly adhere to the TriTech Software Systems Operation Policy as attached in Schedule "H" to this Agreement and as may be modified by the Corporation from time to time; and
- (d) the entering into this Agreement by the User does not contravene any bylaws, articles or other constating documents of the User or constitute a breach of any agreements the User may have with any third parties.



### 23. NOTICES

Any notices required under this Agreement shall be delivered or sent personally, by mail or by facsimile transmission to the named representatives of the parties at the address and numbers provided below. A notice sent by mail shall be deemed to have been received seven days from the date of posting. The parties agree to use the most expeditious method of giving notice specified in this provision in the circumstances of a particular case. In the event of a disruption in mail services, notices shall be given by personal delivery or facsimile transmission.

North Island 9-1-1 Corporation:

North Island 9-1-1 Corporation  
600 Comox Road  
Courtenay, BC V9N 3P6  
(250) 334-6000 (Telephone)  
(250) \_\_\_\_-\_\_\_\_ (Facsimile)

Attention: \_\_\_\_\_

User: *[insert name and address]*

District of Ucluelet  
200 Main St. PO Box 1179  
Ucluelet, BC V0R 3A0  
  
(250) 726-4780 (Telephone)  
(250) 726-7335 (Facsimile)

Attention: Karla Robison, Emergency Service Manager

### 24. COUNTERPARTS AND RIGHT

This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

The person(s) signing on behalf of each party represents that he or she has the right and power to execute this Agreement.

The parties to this Agreement hereby agree to the terms and conditions as at the date first above written.

**NORTH ISLAND 9-1-1 CORPORATION**

---

Authorized Signatory

---

Authorized Signatory

---

**THE USER**

Andrew Yeates, CAO

---

**[Name]**

Karla Robison, Emergency Service Manager

---

**[Name]**

**SCHEDULE "A"****SCOPE OF SERVICES**

1. Subject to paragraph 2 of this Schedule, the Corporation shall perform the following Services:
  - (a) coordinate the implementation and ongoing operation of any Optional Value Services and the Visinet Browser;
  - (b) provide Services including any Optional Value Services and the Visinet Browser;
  - (c) maintain and update as necessary the technical aspects of the Visinet Browser and any Optional Value Services subject to any annual maintenance fees;
  - (d) provide written operating rules and procedures for utilization of any Optional Value Services and the Visinet Browser;
  - (e) provide other training, services and support for utilization of Optional Value Services and the Visinet Browser.
2. Notwithstanding any other provisions set out within the Agreement, the User agrees that it will have no right of claim for any damage, loss, expense, costs or other losses suffered by the User arising from the installation of the Visinet Mobile in any of its vehicles as installed by the Corporation or its employees, agents or contractors. The User further agrees to indemnify, defend and hold harmless the Corporation and its shareholders, directors, officers, employees and agents from and against all claims, losses, damages, costs (including legal fees and disbursements), expenses, causes of action and liabilities in respect of any damage to property or economic interests of a non-party hereto caused by the initial installation of the Visinet Mobile in the vehicles, directly or indirectly from such installation.
3. The Corporation:
  - (a) shall not provide hardware or installation of hardware to operate the Services including any Optional Value Services except where an agreement is reached between the Corporation and the User;
  - (b) shall not guarantee email service due to the fact that the Corporation does not have control over the services and systems owned and operated by third party wireless and internet providers.
4. The Incident Notification by email service is not intended to be used in lieu of the VHF radio paging systems currently provided by the Corporation. Fire Departments are responsible for managing their own member's access to the three email addresses that are maintained per department by the Corporation per Schedule "G".

5. The Visinet Browser incident information will be maintained by the Corporation for seven years per the records retention policy in Schedule "B".

**SCHEDULE B****VISINET BROWSER**

1. The Visinet Browser provides Fire Departments with a single username and password for access to incident records for their jurisdiction. The Visinet Browser provides fire chiefs with remote access to real-time and historical incident information, maintained by NI 9-1-1 for seven years per the records retention policy which is subject to change from time to time as deemed necessary by the director's of the Corporation.
2. Records Retention Policy (effective as of October 29, 2008)
  - 1) All records required to be retention in this policy shall be secured as at least two copies.
  - 2) At least one of the copies of information required to be retained in this policy shall be reasonably secured to prevent loss due to disasters such as fire, flood or earthquake.
  - 3) Electronic records of incidents processed by Fire Dispatch shall be retained for seven (7) years;  
Audio records of incidents shall be retained for two (2) years; and  
Printed records of incidents will not be retained.
  - 4) Written requests for printed records, created from electronic records, or audio records of incidents will be processed as per the Freedom of Information and Protection of Privacy Act unless directed though the police, member Fire Departments or shareholders or the 9-1-1 Corporation.
3. Remote access will be restricted to the Internet Protocol addresses that are used and provided by municipal or regional district government networks, or in the case of rural Fire Departments the Internet Protocol address used within the Fire Department.

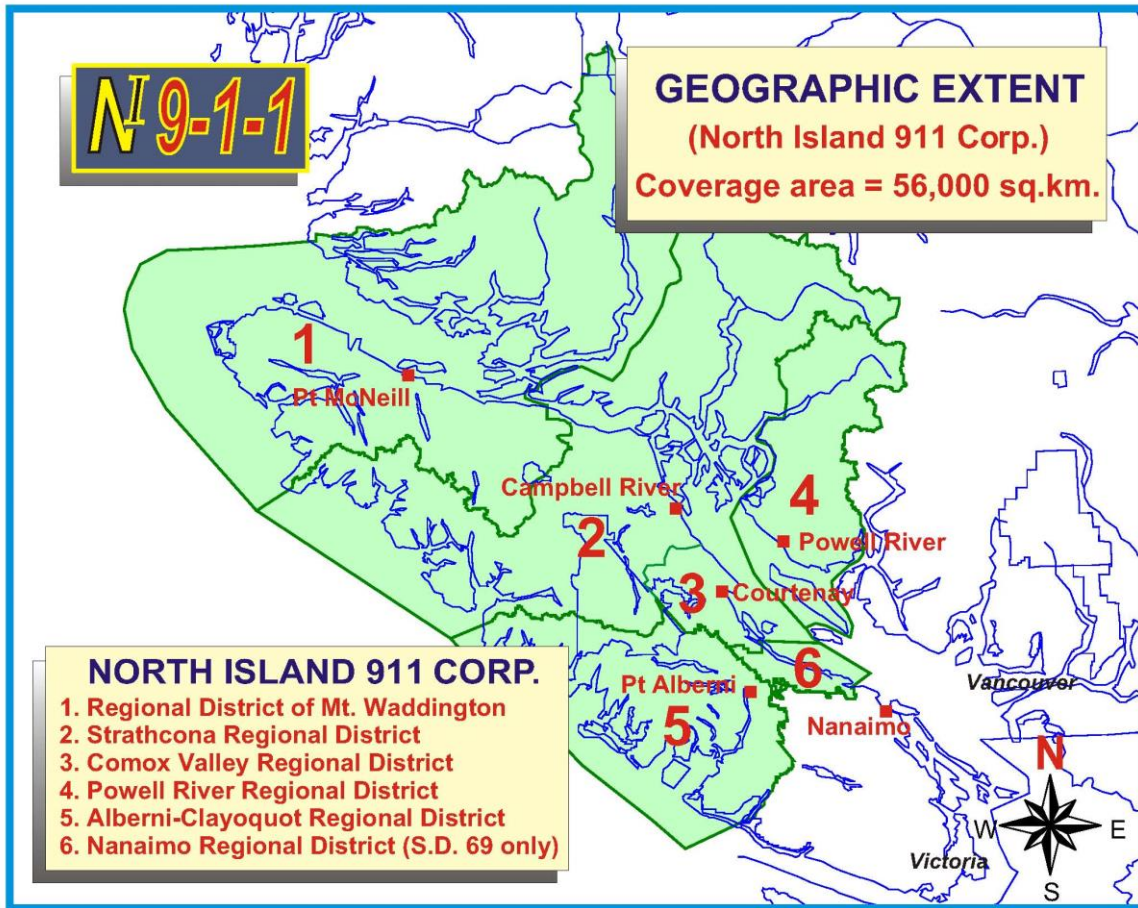
## SCHEDULE "C"

### VISINET MOBILE FEE

1. The Visinet Mobile fee to be paid by the User to the Corporation shall consist of a onetime license fee per installation per vehicle for the Visinet Mobile option of eight hundred (\$800.00) dollars per installation per vehicle within the Boundaries for a total aggregate amount of \$\_\_\_\_\_ (based upon \_\_\_ vehicles and \_\_\_\_\_ installations within the Boundaries.) The User will also make payment to the Corporation of an annual maintenance fee, which will be payable for each year of the Term, and the Renewal Term, if any. In the first year of the Term, the Visinet Mobile annual maintenance fee charge shall be equal to twenty (20%) percent of the aforementioned aggregate amount
2. By November 1<sup>st</sup> of each year of the Term, and the Renewal Term, if any, the User shall provide the Corporation with:
  - (a) the current number of installations and vehicles within the Boundaries, and
  - (b) supporting documentation.
3. The annual maintenance fee as set out in paragraph 1 of this Schedule "C" may vary each year of the Term, and the Renewal Term, if any, other than the first year of the Term, based upon:
  - (a) any changes in the number of installations and vehicles within the Boundaries to be provided Services by the Corporation,
  - (b) any amendments made under section 5 of the Agreement.
4. Subject to paragraph 5 of this Schedule "C", the User shall be responsible for paying for any hardware costs, including but not limited to operation or maintenance costs of any hardware uses which arise, directly or indirectly, as a result of a claim made in respect of the provision of the Services for which the User, its directors, officers, contractors, agents or employees are found to be legally responsible including, but not limited to, the following:
  - (a) the Corporation's costs of defending and paying all or any part of the claim;
  - (b) the amount of a deductible assumed by the Corporation for the claim;
  - (c) the cost of any increase in a premium of insurance paid by the Corporation resulting from the claim.
5. The Users' responsibility for paying the operating costs under paragraph 4 of this Schedule "C" is limited to payment of the total amount of that proportion of the claim for which the User, and its directors, officers, contractors, agents or employees are found to be legally responsible.

**SCHEDULE "D"**

**BOUNDARIES OF THE NORTH ISLAND 9-1-1 CORPORATION**



## SCHEDULE "E"

### VISINET MOBILE INSTALLATIONS

1. The Visinet Mobile application is a wireless mobile data application meant to provide real-time incident data, integrated mapping and full messaging capabilities.

2. **Mobile Client System Requirements**

1. **Operating System** Microsoft® Windows XP® SP3/Vista/7– 32 bit only.

2. **Hardware**

**CPU** 1.06+GHz minimum

**RAM** 1 GB (2 GB recommended)

**Hard Drive** 20 GB minimum\*

**\*Note:** Additional space may be required for map layers, pre-plan files, or third party applications

**Display** 800x600 pixel minimum display touch screen recommended

**GPS** TAIP PV and TM Message with future migration to NMEA RMC Message

**Time Synchronization** If GPS time synchronization is not being used and time synchronization is required

**Data Modem** 3G or CDMA with dynamic IP address

3. All hardware and system purchases, including but not limited to, the power supply, the computer, the display, the wireless internet modem and the cellular and GPS antennas are the responsibility of the user. All hardware for each VisiMobile installation must be installed and tested for connectivity prior to the Corporation's staff installing the VisiMobile application.
4. The User is responsible for all costs associated with establishing and maintaining an internet data account with a third party wireless provider as per the data modem system requirements found in paragraph 3 of this Schedule "E".
5. The User may be subject to additional charges from the Corporation of \$75 per hour for time used by the Corporation Technology Manager to rectify, troubleshoot or fix any part of the system hardware supplied by the User.



**SCHEDULE “F”****HAZARD & SPECIAL INSTRUCTION PROPERTY SERVICES**

1. The User has the option to provide the Corporation with critical response information relating to specific properties within the Boundaries.
2. Critical response information includes:
  - a) **Threats to responders (police to attend all calls)** potentially violent occupants, known drug activity, vicious animals, weapons
  - b) **Threats to responders (universal precautions)** potential exposure to HIV, hepatitis or any other hazardous blood or airborne pathogens
  - c) **Threats to responders (proceed with caution)** vacant buildings, compromised structures, hazardous materials
  - d) **Property Information (Property Information)** Pre-Plans, disabled occupants
  - e) **Property Information (Response Plans)** Automatic Aid, construction/ renovation activities, fire alarm testing, road construction/ closures.
3. The User must fill out and sign the Form included in this Schedule “F” conveying the address, the critical response information and the length of time the information is to remain in the VisiCAD system. Users wishing to supply information for multiple properties shall submit the information in a manner that is reasonable and satisfactory to the Corporation.
4. The submission of Pre-Plan information shall be submitted electronically in addition to a completed and signed Form included in this Schedule “F”.



**VISICAD SYSTEM  
PROPERTY & RESPONSE INFORMATION FORM**

**Fire Department** \_\_\_\_\_

**Property Address** \_\_\_\_\_

**Building Name** \_\_\_\_\_

\_\_\_\_\_

**Pre-Plans**

Pre-plan  File type \_\_\_\_\_ File name \_\_\_\_\_

Photo  File type \_\_\_\_\_ File name \_\_\_\_\_

\_\_\_\_\_

**Critical Response Information**

Police to attend  Universal Precautions  Proceed with Caution

Property Information  Response Plan Information

**Description of**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Start Date** \_\_\_\_\_ dd/mm/yyyy **End Date** \_\_\_\_\_ dd/mm/yyyy

Never Expire

\_\_\_\_\_

**Print Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ dd/mm/yyyy

Completed forms to be faxed to 250-286-4701 or files emailed to [fredispatch@ni911.ca](mailto:fredispatch@ni911.ca)

**SCHEDULE "G"****INCIDENT NOTIFICATION**

1. The User will have the option to receive real time incident notification via electronic mail messages generated by the VisiCAD dispatch system.
2. The User has the option of providing the Corporation with up to three (3) electronic mail addresses, and having each address separately configured to receive notifications of General, Duty Officer, First Responder, or All dispatch occurrences.
3. The User is responsible for providing and managing their own distribution system of the electronic mail messages to their Fire Department members.

**SCHEDULE "H"****TRITECH SOFTWARE SYSTEMS OPERATIONAL POLICY****(March 23, 2012)****Scope**

The scope of this policy relates to:

1. The Trittech Software System computer aided dispatch system utilized by NI 9-1-1 Corporation fire dispatch.

**Procedure**

The following value added services are available to all fire departments within the North Island 911 Corporation service area. To begin receiving one or more of the optional value added services a fire department must enter into a written agreement for these services with the North Island 911 Corporation. All agreements require approval from the requesting fire department's governing authority.

- a) **VisiNet Browser** – Fire departments will be provided with a single username and password for access to incident records for their jurisdiction. Incident records will be accessible through VisiNet browser for seven (7) years per the NI 9-1-1 Corporation records retention policy.
- b) **VisiNet Mobile (optional)** – Fire departments are responsible for the initial purchase and annual maintenance costs for VisiNet mobile software and all associated hardware. It is the sole responsibility of a fire department to obtain a current technical specification guideline from the technology manager prior to purchasing/installing mobile hardware.
- c) **Hazard & Special Instruction Property Information (optional)** - Fire departments must provide property information to NI 9-1-1 Corporation in a format and manner deemed acceptable by NI 9-1-1 Corporation staff. NI 9-1-1 Corporation shall not be held responsible for the integrity of property information including its accuracy or latency.
- d) **Incident Notification (optional)** – NI 9-1-1 Corporation will maintain up to three email addresses per fire department at the request of the fire departments. This is an optional service and is not intended to replace the VHF radio paging system. NI 9-1-1 Corporation shall not be held liable for any errors or omissions associated with the conveyance of incident information to a fire department via email.

**SCHEDULE “I”****THE EMERGENCY ANSWERING SYSTEM**

The North Island 9-1-1 Emergency Answering System consists of:

- (1) one Primary Safety Answering Point (“PSAP”) located in the R.C.M.P. Operation Communications Centre (“O.C.C.”) in Courtenay, British Columbia, and
  - (2) one Secondary Safety Answering Point (“SSAP”) located at the City of Campbell River, British Columbia, Fire Department for fire dispatch,
- (the “System”).

A11 9-1-1 calls dialled in the System will be answered at the PSAP O.C.C. in Courtenay. The O.C.C. Communications Operator will determine whether the call is for police, fire or ambulance dispatch services.

If the call is for police services, the O.C.C. Communications Operator will take the details of the call and respond accordingly.

If the call is for fire services, the O.C.C. Communications Operator will transfer the call to the SSAP at the City of Campbell River Fire Department for response.

If the call is for ambulance services, the O.C.C. Communications Operator will transfer the call to the SSAP at the B.C. Ambulance Service in Victoria for response.

The System will be operated in accordance with the policies and procedures set out in the Corporation’s Operational Procedures Manual as may be amended from time to time by the Corporation.

THIS PAGE LEFT BLANK INTENTIONALLY



## STAFF REPORT TO COUNCIL

Council Meeting: SEPTEMBER 9, 2014  
500 Matterson Drive, Ucluelet, BC V0R 3A0

**FROM:** PATRICIA ABDULLA, MANAGER OF PLANNING

**FILE NO:** 3900-25 – BYLAW #'S 1160

**SUBJECT:** ZONING BYLAW #1160 – THIRD READING REPORT **ATTACHMENT(S):** N/A

### RECOMMENDATION(S):

1. **THAT** the District of Ucluelet Zoning Bylaw No. 1160, 2013 be given Third Reading having:
  - *First Reading on the 25<sup>th</sup> of June 2013,*
  - *First Reading being rescinded, bylaw updated and amended following public comment and preparation of maps and plans and read anew a First Time and read a Second Time the 10<sup>th</sup> day of June 2014,*
  - *Open House held the 24<sup>th</sup> day of July 2014,*
  - *Second Reading rescinded, updated and amended and read anew a Second Time the 12<sup>th</sup> day of August, 2014 to include amending zoning under Bylaw 1174 and updated Zoning Map*
  - *Public Hearing held the 9<sup>th</sup> of September, 2014*

**PURPOSE:** To advance Zoning Bylaw No. 1160 to Third Reading.

The purpose of the New Zoning Bylaw is to repeal and replace existing zoning and to alter and implement parking, screening and other development regulations under Part 26 of the *Local Government Act* for all lands and water within the District of Ucluelet's jurisdictional boundaries, as noted on the new Zoning Map. Zoning Bylaw No. 800, 1999 has been amended over 80 times but had not been officially consolidated since its original adoption in 1999. The New Zoning Bylaw takes the amendments into consideration and additionally strives to modernize and update the bylaw, reduce overlaps and inconsistencies between provisions, reconcile competing provisions, address gaps in regulation, clarify a number of existing regulations and how they interact with other existing regulations, clarify the distinction between principal uses, secondary uses and accessory uses, consider changes in provincial legislation (e.g. community care facilities) and Court decisions (e.g. use v. user zoning), create greater consistency and clarity in regulations, add a "2014 Update" section to the preamble of Comprehensive Development ("CD") zones to reflect the allocation of uses for portions that have already been built, thereby clarifying what uses and density remain and where such development may occur, clarify the CD density bonusing provisions including highlighting remaining amenities, and other amendments and revisions, including in furtherance of the District's Official Community Plan, 2011.

Respectfully submitted:

Patricia Abdulla, Manager of Planning