



## REGULAR MEETING OF COUNCIL

George Fraser Community Room, Ucluelet Community Centre,  
500 Matterson Drive, Ucluelet, and  
Electronically via Zoom ([Ucluelet.ca/CouncilMeetings](https://ucluelet.ca/CouncilMeetings))  
**Tuesday, May 13, 2025 @ 4:00 PM**

### AGENDA

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1. CALL TO ORDER	
1.1. ACKNOWLEDGEMENT OF THE YUULU?IL?ATH	
Council would like to acknowledge the Yuulu?il?ath, on whose traditional territories the District of Ucluelet operates.	
1.2. NOTICE OF VIDEO RECORDING	
Audience members and delegates are advised that this proceeding is being video recorded and broadcast on YouTube and Zoom, which may store data on foreign servers.	
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*Rick Geddes, Fire Chief*

[2025-05-13 RTC - Firehall Design Grant Application](#)

7.2. Pacific Rim Summer Festival Event 43 - 57

*Abby Fortune, Director of Community Services*

[2025-05-13 RTC Pacific Rim Summer Festival Event](#)

[2025-05-13 RTC Pacific Rim Summer Festival Event - Appendix A](#)

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7.3. Economic Development Committee Appointment 59

*Ed Chow, Manager of Corporate Services*

[2025-05-13 RTC - Appointment- EDC](#)

8. NOTICE OF MOTION

9. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS

9.1. Councillor Shawn Anderson

*Deputy Mayor, April 1 - June 30, 2024*

9.2. Councillor Jennifer Hoar

*Deputy Mayor, January 1 - March 31, 2024*

9.3. Councillor Mark Maftai

*Deputy Mayor, October 1 - December 31, 2024*

9.4. Mayor Marilyn McEwen

10. CORRESPONDENCE

10.1. City of Enderby regarding Bill 7 - 2025: Economic Stabilization (Tariff 61 - 62

Response) Act

[2025-05-05 Bill 7- 2025 Economic Stabilization \(Tariff Response\) Act](#)

11. QUESTION PERIOD

12. CLOSED SESSION

12.1. Procedural Motion to Move In-Camera

***Recommendation:***

**THAT** the May 13, 2025, regular Council meeting be closed to the public pursuant to the following sections of the Community Charter:

90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

13. ADJOURNMENT



## REGULAR MEETING OF COUNCIL

Held Electronically and in the George Fraser Community Room,  
Ucluelet Community Centre, 500 Matterson Drive, Ucluelet

**Tuesday, April 29, 2025 @ 4:00 PM**

### MINUTES

Present:      **Chair:**            Mayor McEwen  
                 **Council:**        Councillors Anderson, Hoar, and Maftei (via Zoom)  
                 **Staff:**            Richard Harding, Interim Chief Administrative Officer  
                            Jeff Cadman, Director of Finance  
                            Bruce Greig, Director of Community Planning  
                            Abby Fortune, Director of Community Services  
                            James MacIntosh, Director of Engineering Services  
                            Ed Chow, Corporate Officer / Manager of Corporate Services  
                            Florence Pelchat, Deputy Corporate Officer / Corporate Services Coordinator

Regrets:

#### 1. CALL TO ORDER

The April 29, 2025, Regular Council Meeting was called to order at 4:02 PM.

##### 1.1. ACKNOWLEDGEMENT OF THE YUULU?IL?ATH

**Council acknowledged the Yuulu?il?ath, on whose traditional territories the District of Ucluelet operates.**

##### 1.2. NOTICE OF VIDEO RECORDING

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#### 2. LATE ITEMS

##### 2.1 Procedural Motion to Amend the Agenda with the Late Items

2025.2116.REGULAR ***THAT the April 29, 2025, Regular Council Meeting agenda be amended by adding the late items agenda to the correspondence section.***

CARRIED.

#### 3. APPROVAL OF THE AGENDA

### **3.1 April 29, 2025, Regular Meeting Agenda**

2025.2117.REGULAR *THAT April 29, 2025, Regular Council Meeting agenda be amended by moving item 7.3, Traffic and Parking Bylaw, to item 5, and that the remaining agenda items be renumbered accordingly*

CARRIED.

2025.2118.REGULAR *IT WAS MOVED AND SECONDED:  
THAT the April 29, 2025, Regular Council Meeting agenda be adopted as amended.*

CARRIED.

## **4. ADOPTION OF MINUTES**

### **4.1. March 10, 2025, Regular Council Meeting Minutes**

2025.2119.REGULAR *IT WAS MOVED AND SECONDED:  
THAT the March 10, 2025, Regular Council Meeting minutes be adopted as presented.*

CARRIED.

### **4.2. March 18, 2025, Special Council Meeting Minutes**

2025.2120.REGULAR *IT WAS MOVED AND SECONDED:  
THAT the March 18, 2025, Special Council Meeting minutes be adopted as presented.*

CARRIED.

### **4.3. March 25, 2025, Regular Council Meeting Minutes**

2025.2121.REGULAR *IT WAS MOVED AND SECONDED:  
THAT the March 25, 2025, Regular Council Meeting minutes be adopted as presented.*

CARRIED.

### **4.4. April 15, 2025, Regular Council Meeting Minutes**

2025.2122.REGULAR *IT WAS MOVED AND SECONDED:  
THAT the April 15, 2025, Regular Council Meeting minutes be adopted as amended.*

CARRIED.

## **5 BYLAWS**

### **5.1. Traffic and Parking Bylaw Ed Chow, Manager of Corporate Services**

Ed Chow, Manager of Corporate Services delivered a presentation to Council regarding Traffic and Parking Bylaw. The presentation consisted of:

- First, second, and third readings of the bylaw
- Information sessions
- Options before Council

2025.2123.REGULAR *IT WAS MOVED AND SECONDED:*

***THAT*** Council direct staff to further engage with the community and return with options for implementing the parking program

CARRIED.

## 6. PUBLIC INPUT & DELEGATIONS

### 6.1. Delegations

#### 6.1.1. Lara Kemp

##### Re: Paid Parking

Adele Larkin appeared before Council as a delegation. Her remarks included expressions of gratitude, the importance of public input, and considerations related to local businesses.

#### 6.1.2. Ucluelet Chamber of Commerce

##### Re: Traffic and Parking Bylaw

Craig Stewart, Vice-President of the Ucluelet Chamber of Commerce, appeared before Council as a delegation. His remarks addressed several key topics, including the public's responsibility to be informed about municipal processes, conflict, representation of local businesses, and the importance of collaboration. He concluded by thanking Council for their time and consideration.

## 7. UNFINISHED BUSINESS

There was no unfinished business.

## 8. BYLAWS

### 8.1. Tax Rates Bylaw

#### *Jeffrey Cadman, Director of Finance*

Jeffrey Cadman, Director of Finance, delivered a presentation to Council regarding Tax Rates Bylaw. The presentation consisted of:

- First, Second, and Third Reading of the Tax Rates Bylaw at the April 15, 2025, regular Council Meeting
- Deadline
- Property Taxes Collection
- Adoption

2025.2124.REGULAR *IT WAS MOVED AND SECONDED:*  
***THAT** Council adopt District of Ucluelet Annual Tax Rates Bylaw No. 1371, 2025.*

CARRIED.

3 in favor, 1 opposed

**8.2. Public Notice Bylaw**  
***Ed Chow, Manager of Corporate Services***

Ed Chow, Manager of Corporate Services, delivered a presentation to Council regarding Public Notice Bylaw. The presentation consisted of:

- The three readings of the Public Notice Bylaw
- Adoption of the Bylaw
- Utilization of District website and Ukee Mail for statutory public notice requirements

2025.2125.REGULAR *IT WAS MOVED AND SECONDED:*  
***THAT** Council adopt the District of Ucluelet Public Notice Bylaw No.1377, 2025.*

CARRIED.

**8.3. Zoning Amendment Bylaw**  
***Bruce Greig, Director of Community Planning***

Bruce Greig, Director of Community Planning, delivered a presentation to Council regarding Zoning Amendment Bylaw. The presentation consisted of:

- Site photos
- Existing buildings
- Foreshore lease
- Overview of the proposed Zoning Amendment Bylaw
- Notice of first reading of the Zoning Amendment Bylaw on March 15, 2025
- Site-specific zoning amendment details
- Adoption of the Bylaw

2025.2126.REGULAR *IT WAS MOVED AND SECONDED:*  
***THAT** Council give first, second, and third reading to the District of Ucluelet Zoning Amendment Bylaw No. 1369, 2025.*

CARRIED.

2025.2127.REGULAR *IT WAS MOVED AND SECONDED:*  
***THAT** Council adopt District of Ucluelet Zoning Amendment Bylaw No. 1369, 2025.*

CARRIED.

## 9. REPORTS

### 9.1. Appointment of a Deputy Corporate Officer and Freedom of Information and Privacy Protection Coordinator *Ed Chow, Manager of Corporate Services*

Ed Chow, Manager of Corporate Services, delivered a presentation to Council regarding Appointment of a Deputy Corporate Officer and Freedom of Information and Privacy Protection Coordinator. The presentation consisted of:

- Introduction of the new Corporate Services Coordinator
- Appointment of Florence Pelchat as Deputy Corporate Officer and Freedom of Information and Privacy Protection Coordinator

2025.2128.REGULAR *IT WAS MOVED AND SECONDED:*

***THAT** Council appoint Ms. Florence Pelchat as the Deputy Corporate Officer for the District of Ucluelet; and*

***THAT** Council appoint Ms. Florence Pelchat as the Freedom of Information and Privacy Protection Coordinator for the District of Ucluelet.*

CARRIED.

### 9.2. Development Permit and Development Variance Permit for 1351 Eber Road *Bruce Greig, Director of Community Planning*

Bruce Greig, Director of Community Planning, delivered a presentation to Council regarding Development Permit and Development Variance Permit for 1351 Eber Road. The presentation consisted of:

- Development Permit
- Development Variance Permit
- Variances

2025.2129.REGULAR *IT WAS MOVED AND SECONDED:*

***THAT** Council authorize the Director of Community Planning to execute and issue Development Permit 24-09.*

CARRIED.

2025.2130.REGULAR ***THAT** Council authorize the Director of Community Planning to execute and issue Development Variance Permit 24-06.*

CARRIED.

### 9.3. Resort Development Strategy *Abby Fortune, Director of Community Services*

Abby Fortune, Director of Community Services, delivered a presentation to Council regarding Resort Development Strategy. The presentation consisted of:

- The announcement that the District received up to \$517,908 in

funding

- Focus areas of the strategy
- Goals outlined in the RDS for upcoming projects
- Community consultation efforts
- The three-year project cycle
- The RDS project budget
- Next steps and project timelines
- Staff recommendation

2025.2131.REGULAR *IT WAS MOVED AND SECONDED:*

***THAT*** Council approve the draft Resort Development Strategy Document (RDS) and amended RDS project budget for 2025-2027 found in the appendices to be submitted to the Tourism Branch, Ministry of Tourism, Arts, Culture, & Sport by April 30, 2025, to qualify for Resort Municipality Initiative funding dollars.

CARRIED.

## 10. NOTICE OF MOTION

There was no notice of motion.

## 11. CORRESPONDENCE

11.1. Nikki Buston regarding Pay Parking

11.2. Mike Baird regarding Pay Parking Opposition

11.3. Romona Sertic regarding Opposition to Pay Parking

11.4. Ucluelet Chamber of Commerce regarding Formal Opposition to the Proposed Year-Round Pay Parking Program

11.5. Tourism Ucluelet regarding Pay Parking Program (Late Item)

11.6. Chris Bozman regarding Pay Parking Program (Late Item)

11.7. Hjalmer Wenstob regarding Pay Parking Program (Late Item)

11.8. Jacqueline Holliday regarding Pay Parking Program (Late Item)

11.9. Nestor Ferrier regarding Pay Parking Program (Late Item)

11.10. Randy Weflen regarding Pay Parking Program (Late Item)

11.11. Terra Buston regarding Pay Parking Program (Late Item)

11.12. Ucluelet Sunday Market Society regarding Pay Parking (Late Item)

11.13. Veronica Aguiar regarding Pay Parking (Late Item)

## 12. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS

Mayor McEwen mentioned that she attended the Dinner Theatre on Saturday Night and she encouraged people to get their tickets for this coming weekend.

**12.1. Councillor Shawn Anderson**  
***Deputy Mayor, April 1 - June 30, 2024***

Councillor Anderson provided an update on his recent activities, including:

- Attending the Alberni-Clayoquot Health Network meeting
- Participating in a Centre for Ocean Applied Sustainable Technologies (COAST) meeting

**12.2. Councillor Jennifer Hoar**  
***Deputy Mayor, January 1 - March 31, 2024***

Councillor Hoar provided an update on her recent activities, including:

- Rehearsing for and participating in the Ucluelet dinner theatre event

**12.3. Councillor Mark Maftai**  
***Deputy Mayor, October 1 - December 31, 2024***

Councillor Maftai provided an update on his recent activities, including:

- Attending the Vital Conversation hosted by Clayoquot Biosphere Trust stakeholders on April 16, 2025

**12.4. Mayor Marilyn McEwen**

Mayor McEwen provided an update on her recent engagements, which included:

- Attending the Alberni-Clayoquot Regional District (ACRD) Transportation meeting on April 16, 2025
- Attending the final games of the pickleball tournament on April 20, 2025
- Participating in a lunch meeting with Island Health on April 22, 2025
- Attending the Tariff meeting, typically hosted by MP Gord Johns, but this time led by MLA Josie Osborne, as well as an ACRD meeting with MLA Osborne and the ACRD Board meeting on April 23, 2025
- Attending a local dinner theatre event

**13. QUESTION PERIOD**

**13.1 Kathleen Congdon, 1192 Eber Road, made a comment to Council on item 5.1.Traffic and Parking Bylaw.**

**14. CLOSED SESSION**

**14.1. Procedural Motion to Move In-Camera**

2025.2132.REGULAR *IT WAS MOVED AND SECONDED:*

***THAT*** the April 29, 2025, regular Council meeting be closed to the public pursuant to the following sections of the Community Charter:

*90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.*

CARRIED.

The meeting was closed to the public at 4:58 PM.  
Council returned to open session at 5:30 PM.

**15. ADJOURNMENT**

**15.1 Procedural Motion to Adjourn**

2025.2133.REGULAR *IT WAS MOVED AND SECONDED:*

***THAT*** the April 29, 2025, Regular Council Meeting be adjourned at 5:30 PM.

CARRIED.

**CERTIFIED CORRECT:**

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Marilyn McEwen, Mayor

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Corporate Officer



**COMMITTEE OF THE WHOLE MEETING OF COUNCIL**  
Held Electronically and in the George Fraser Community Room,  
Ucluelet Community Centre, 500 Matterson Drive, Ucluelet  
**Tuesday, May 6, 2025 @ 4:00 PM**

**MINUTES**

Present:      **Chair:**            Mayor McEwen  
                 **Council:**        Councillors Anderson, Hoar  
                 **Staff:**            Richard Harding, Interim Chief Administrative Officer  
                            Ed Chow, Manager of Corporate Services  
                            Florence Pelchat, Deputy Corporate Officer

Regrets:      Councillor Maftai

**1. CALL TO ORDER**

The May 6, 2025, Regular Committee of the Whole Meeting was called to order at 4:02 p.m.

**1.1 ACKNOWLEDGEMENT OF THE YUULU?IL?ATH**

**Council acknowledged the Yuulu?il?ath, on whose traditional territories the District of Ucluelet operates.**

**1.2 NOTICE OF VIDEO RECORDING**

**Audience members and delegates are advised that this proceeding is being video recorded and broadcast on YouTube and Zoom, which may store data on foreign servers.**

**2. LATE ITEMS**

**2.1 Food Bank on the Edge**

***Cris Martin, President***

2025.2030.COW      *IT WAS MOVED AND SECONDED:*

*THAT the agenda for the May 6, 2025, Regular Committee of the Whole Meeting be amended to include the late item titled 'Food Bank on the Edge' under Delegations as item 4.1.10.*

CARRIED.

**3. APPROVAL OF THE AGENDA**

**3.1 May 6, 2025, Regular Council Committee of the Whole Meeting**

## Agenda

2025.2031.COW *IT WAS MOVED AND SECONDED:*

*THAT the May 6, 2025, Regular Committee of the Whole Meeting Agenda be adopted as amended.*

CARRIED.

## 4. PUBLIC INPUT AND DELEGATIONS

### 4.1. Delegations

#### 4.1.1. Sea View Seniors Housing Society

***Patricia Sieber***

Alexandra Amor, speaking on behalf of Patricia Sieber, delivered an update to Council on the activities of the Sea View Seniors Housing Society. Her presentation included the following topics:

- Introduction
- Expression of Thanks
- Use of Funds
- Seniors Lunch Program
- Monthly Newsletter
- Collaboration with Pacific Rim Hospice Society
- Support and Resources for Seniors
- Community Events

#### 4.1.2. Tofino Ucluelet Culinary Guild

***Kasia Kromka***

Rob Renna and Kasia Kromka, representing the Tofino Ucluelet Culinary Guild, delivered a presentation to Council outlining the Guild's work and initiatives. The presentation covered the following topics:

- Introduction
- Mission
- Values
- Giving Back
- Becoming a Member
- Thank you

#### 4.1.3. Ucluelet Aquarium Society

***Laura Griffith-Cochrane, Curator***

The delegate did not present.

#### 4.1.4. Ucluelet & Area Historical Society

***Claudia Cole***

Claudia Cole, Director of the Ucluelet and Area Historical Society, provided an update to Council on the Society's recent activities and initiatives. Her presentation included the following topics:

- Expanding Programs and Activities
- Exploring New Fundraising Opportunities
- Volunteer Recruitment
- Exhibit at Sake Sushi Restaurant in Ucluelet
- Exhibit at the Ucluelet Visitor Centre
- Annual General Meeting (AGM)
- Grants and Partnership Agreements
- Development of Training Materials
- Public Education and Outreach
- Website
- Amphitrite House

**4.1.5. Pacific Rim Hospice Society**  
**Tarni Jacobson**

Tarni Jacobson, Executive Director of the Pacific Rim Hospice Society, delivered a presentation to Council highlighting the Society's programs and services. Her presentation covered the following topics:

- End-of-Life Support
- Grief Support Services
- Warm Meal Program
- Grant Funding
- Wellness Plans
- Words of Appreciation

**4.1.6. Pacific Rim Rotary**  
**Jeff Anderson**

Jeff Anderson, President of the Pacific Rim Rotary Club, presented an update to Council on the club's activities. His presentation included the following topics:

- 2025 Chowder Chowdown Event
- Club Dissolution
- Expression of Thanks

**4.1.7. West Coast Community Resources Society**  
**Laurie Hannah, Executive Director**

Caitlin Pitre, Personnel and Program Manager for the West Coast Community Resources Society, delivered a presentation to Council. The presentation consisted of:

- Application for a Vital Grant through the Clayoquot Biosphere Trust
- Strategic Planning Initiatives
- Board Meetings
- Third-Party Reporting via the Sexual Assault Service
- Community Volunteer Income Tax Program
- New Staff Hires
- Responder Training Programs
- Funding Updates
- Anti-Oppressive De-escalation Training
- Participation in the Missing and Murdered Indigenous Women and Girls March in Tofino

**4.1.8. Pacific Rim Arts Society**  
***Kelly Deakin, Executive Director***

Kelly Deakin, Executive Director of the Pacific Rim Arts Society, delivered an update to Council on the Society's recent and upcoming activities. The presentation consisted of:

- Annual General Meeting (AGM)
- Missoula Children's Theatre
- Ucluelet Secondary School Art Show
- Battle of the Bands
- Valentine's Raffle
- Life Drawing Class
- ArtSplash Exhibit
- Arts Workshops
- Upcoming Gallery Shows
- Summer Festival in partnership with The Break Café
- Outdoor Concert in Tofino
- Arts and Culture Walk
- Art Auction
- Ukee Days Participation
- Two-Week Ukee Pottery Show
- 55th Anniversary of the Society

**4.1.9. West Coast Multiplex Society**  
***Julia Taffe***

Julia Taffe, representing the West Coast Multiplex Society, delivered an update to Council on the Society's recent activities. The presentation consisted of:

- Grant application for the Zero Energy Study
- Annual General Meeting (AGM)
- Support from the Alberni-Clayoquot Regional District (ACRD)

- Possible Rescheduling of the Scramble Golf Tournament
- Capital grant application from the Federal Government

#### **4.1.10. Food Bank on the Edge (Late Item)**

***Cris Martin, Vice-President***

Cris Martin, Vice President of Food Bank on the Edge, delivered a presentation to Council regarding the organization's activities and future plans. The presentation consisted of:

- Introduction to Food Bank on the Edge
- Construction of a New Permanent Food Bank Facility
- Community Impact
- Process for Securing a Building and Funding
- Partners
- Communities Served
- Next Steps for Food Bank on the Edge

#### **4.1.1. Ucluelet and Area Childcare Society (Late Item)**

Natasha Barnard, Daycare Director for the Ucluelet and Area Childcare Society, delivered an update to Council regarding the Society's current operations and initiatives. The presentation consisted of:

- Appreciation for Annual Budget Support
- Operation of Four Childcare Programs
- Successful Application to the \$10-a-Day Childcare Program
- Upcoming Fundraising Event and Open House
- Community Donations
- Daycare Appreciation Day - May 9th

#### **4.1.2. Clayoquot Biosphere Trust (Late Item)**

***Rebecca Hurwitz, Executive Director***

Rebecca Hurwitz, Executive Director of the Clayoquot Biosphere Trust, provided an update to Council on the organization's recent activities. The presentation consisted of:

- Grant Applications
- Recent and Upcoming Events Hosted by the Clayoquot Biosphere Trust
- 25th Anniversary of the Clayoquot Biosphere Trust

### **5. QUESTION PERIOD**

There were no questions and no comments.

### **6. CLOSED SESSION**

## 6.1 Procedural Motion to Move In-Camera

2025.2032.COW ***THAT*** the May 6, 2025, Regular Committee of the Whole meeting be closed to the public pursuant to the following sections of the Community Charter: (1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

CARRIED.

The meeting was closed to the public at 5:36 PM.  
Council returned to open session at 6:35 PM.

## 7. ADJOURNMENT

### 7.1 Procedural Motion to Adjourn

2025.2033.COW ***IT WAS MOVED AND SECONDED:***  
***THAT*** the May 6, 2025, Regular Committee of the Whole Meeting be adjourned at 6:35 PM.

CARRIED.

**CERTIFIED CORRECT:**

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Marilyn McEwen, Mayor

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Corporate Officer

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**FROM:** RICK GEDDES, FIRE CHIEF

**FILE NO:** 3900-25

**SUBJECT:** FIRE DEPARTMENT ESTABLISHMENT AND OPERATIONS BYLAW NO. 1379, 2025

**REPORT NO:** 25- 56

**ATTACHMENT(S):** APPENDIX A - DRAFT FIRE DEPARTMENT ESTABLISHMENT AND OPERATIONS BYLAW NO. 1379, 2025

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### RECOMMENDATIONS:

1. **THAT** Council gives first, second, and third reading to District of Ucluelet Fire Department Establishment and Operations Bylaw No. 1379, 2025.

### BACKGROUND:

The District of Ucluelet Fire Department Establishment, and Fire Safety Regulation Bylaw was last amended in 2019. Since that time, provincial legislation has been updated with the adoption of the [BC Fire Safety Act \(2024\)](#) (The Act). The Act states, “A local authority must designate, in writing, a person or a class of persons as fire inspectors to conduct fire safety inspections.” The Act also states, “A local authority must designate, in writing, a person or a class of persons as fire investigators to conduct fire investigations.”

The Act states that designation of “fire inspector(s)” and “fire investigator(s)” can be accomplished either by a resolution of Council or bylaw. Since Bylaw No. 1251, 2019 has been under review for some time and deemed to require modernization, it would be appropriate to incorporate the required designations of fire inspector and fire investigator in the new bylaw. These roles were previously referred to in the Fire Safety Act under the “Local Assistant to the Fire Commissioner” (LAFC) designation. The LAFC designation is discontinued under the new Act.

Municipal bylaws should be reviewed every few years to ensure they remain relevant and reflect the latest standards, best practices, and legislated requirements. While wholesale changes to Ucluelet’s Fire Department Establishment bylaw were not required, several minor changes (most of which are terminology) are incorporated into the draft bylaw.

Notable changes reflected in the draft bylaw include:

- The addition of several new definitions that are referenced in the Act (ie: Fire Hazard, Fire Inspector, Fire Investigator, Public Building, Private Dwelling).
- Removal of all reference to “Local Assistant to the Fire Commissioner” as the Act has discontinued the LAFC designation.
- Review and modernization of language including several definitions (ie: Section 4 - UVFB to UFR, EMBC to EMCR).

- Section 5 - Jurisdiction – The addition of “Automatic Mutual Aid.” Ucluelet has historically maintained an automatic mutual aid agreement with the District of Tofino, yet this was not previously referenced in Ucluelet’s bylaws.
- Removal of ambiguous and repetitive language that was in the previous bylaw. ie: language regarding burning restrictions that is duplicated in District of Ucluelet Bylaw 1288, 2021.
- Section 6 – Authorized Services – minor updates to language and the addition of 6.1 (q) “Emergency Scene Traffic Control.”
- Section 7.5 – The addition of language that designates the fire chief as fire inspector and fire investigator as required in the Act.
- Section 7.11 (c) – Streamlined language by utilizing the all-encompassing terms of “Premise” and “Fire Hazards.”
- Section 9 – The addition of “or Occupier” to the section title.
- Removed language (Section 10 of the old Bylaw) regarding owner and occupier responsibilities that is duplicated in the BC Fire Code and not required in the Bylaw.

### ANALYSIS OF OPTIONS

With the recent adoption of the British Columbia Fire Safety Act (2024), and the timing of the review of the District of Ucluelet Fire Department Establishment, and Fire and Safety Regulations Bylaw No. 1251, 2019, it would be most efficient to incorporate the newly required terminology into a new Fire Department Establishment and Operations Bylaw as presented.

The draft bylaw designates the fire chief as the fire inspector and fire investigator and provides the authority for the fire chief to designate alternate fire inspectors and investigators. Both of these designations have mandatory qualifications as described in the Act and referenced in the draft bylaw.

A	Council gives first, second, and third reading to Bylaw 1379, 2025.	<u>Pros</u>	<ul style="list-style-type: none"> <li>• This would ensure continued compliance with the British Columbia Fire Safety Act (2024).</li> <li>• This would provide a modern, streamlined fire department establishment bylaw that accurately reflects current and best practice and satisfies new provincial legislation.</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>• There is no obvious downside to passing the motion.</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>• Other than staff time, there are no financial implications regarding the proposed new bylaw.</li> </ul>
B	Council provides alternate direction and gives first, second, and third reading to Bylaw	<u>Pros</u>	<ul style="list-style-type: none"> <li>• Alternate direction from Council would ensure that the new bylaw accurately reflects Council’s intentions.</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>• There is no obvious downside in Council providing alternate direction as long as any proposed changes align with current legislation.</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>• Other than staff time, there are no financial implications should Council wish to provide alternate direction.</li> </ul>

	1379, 2025 as amended.	<u><b>Suggested Motion</b></u>	<p>THAT Council directs Staff to amend District of Ucluelet Fire Department Establishment and Operations Bylaw No. 1379, 2025, by adding / removing _____; and,</p> <p>THAT Council gives first, second, and third reading to “Fire Department Establishment and Operations Bylaw No. 1379, 2025, as amended”.</p>
C	Do not proceed with first, second, and third reading of Bylaw 1379, 2025.	<u><b>Pros</b></u>	<ul style="list-style-type: none"> <li>There is no obvious advantage in defeating the motion.</li> </ul>
		<u><b>Cons</b></u>	<ul style="list-style-type: none"> <li>The current bylaw will continue to grow more outdated over time.</li> <li>The designation of “Fire Inspector” and “Fire Investigator” will require separate resolutions for the District to comply with the requirements of the Fire Safety Act.</li> </ul>
		<u><b>Implications</b></u>	<ul style="list-style-type: none"> <li>There are no financial implications should Council defeat the motion.</li> </ul>
		<u><b>Suggested Motion</b></u>	No motion is required.

#### POLICY OR LEGISLATIVE IMPACTS:

The British Columbia Fire Safety Act came into effect on August 1, 2024. While the Act does not create significant change for local authorities, it does legislate the requirement for local authorities to designate, in writing, a person or class of persons as “fire inspector(s)” and “fire investigator(s).” While these designations are a requirement of The Act, there is no requirement for a local authority to submit the designations to the Office of the Fire Commissioner.

#### NEXT STEPS

- Should Council give draft Bylaw 1379, 2025 first, second, and third reading, the draft bylaw would be presented for adoption at the next Council meeting.
- Should Council provide alternate direction and then give draft Bylaw 1379, 2025 first, second, and third reading, the draft bylaw would be presented for adoption at the next Council meeting.
- Should Council defeat the motion, resolutions are still required by legislation in order to designate a person or class of persons as “fire inspector(s)” and “fire investigator(s).”

Respectfully submitted: Rick Geddes, Fire Chief



## DISTRICT OF UCLUELET

### Bylaw No. 1379, 2025

A bylaw for the establishment and operations of a Fire Department in the District of Ucluelet and Fire Service Agreement areas.

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

#### 1. Citation

- 1.1. This bylaw may be cited as the “District of Ucluelet Fire Department Establishment and Operations Bylaw No. 1379, 2025.”

#### 2. Related Legislation

- 2.1. *The British Columbia Fire Code, British Columbia Building Code, British Columbia Fire Safety Act (2024), British Columbia Local Government Act, National Fire Protection Association (NFPA) Codes and Standards, British Columbia Open Burning Smoke Control Regulation (OBSCR), British Columbia Community Charter, British Columbia Motor Vehicle Act, and all amendments thereto are deemed to be in effect within the District of Ucluelet, in conjunction with this bylaw.*

#### 3. Definitions

In this bylaw, unless the context otherwise requires:

- 3.1. “Apparatus” means any District-owned vehicle provided with machinery, devices, equipment, or materials for firefighting, as well as vehicles used to transport Firefighters or supplies.
- 3.2. “Automatic Mutual Aid” means an agreement between neighbouring fire departments to automatically dispatch resources to each other’s Incidents without requiring a formal request.
- 3.3. “BCWS” means the British Columbia Wildfire Service, the branch of the Government of British Columbia that is responsible for wildfire management and response services.
- 3.4. “Building” means any structure used or intended for supporting or sheltering any use or occupancy.

- 3.5. “Bylaw Officer” means any of the following:
- (a) Bylaw Enforcement Officer for the District of Ucluelet;
  - (b) Fire Chief for the District of Ucluelet;
  - (c) CAO for the District of Ucluelet; or,
  - (d) Royal Canadian Mounted Police officer(s).
- 3.6. “CAO” means the Chief Administrative Officer for the District of Ucluelet, or his or her designate. The CAO is the senior municipal staff member appointed by Council.
- 3.7. “Council” means the governing body for the District of Ucluelet. Council consists of a mayor and four councillors who are elected to make decisions on behalf of the District.
- 3.8. “District” means the District of Ucluelet.
- 3.9. “EMCR” means the British Columbia Ministry of Emergency Management and Climate Readiness. EMCR is British Columbia's lead coordinating agency for all emergency management activities, including mitigation, preparation, response, and recovery.
- 3.10. “Emergency Operations Centre” means a designated facility established by the District to coordinate Incident response and provide support to the site of an Incident.
- 3.11. “Equipment” means any tools, contrivances, devices, or materials used by the Fire Department in the provision of its authorized services.
- 3.12. “Fire Chief” means the Officer who is head of the Fire Department and is appointed by the Chief Administrative Officer.
- 3.13. “Fire Code” means the *British Columbia Fire Code* as amended from time to time and enacted under the *British Columbia Fire Safety Act (2024)*.
- 3.14. “Fire Department” means the District of Ucluelet Fire Department, also known as Ucluelet Fire Rescue. The Fire Department provides Fire Protection within the Service Area.
- 3.15. “Firefighter” means a person who holds a position within the Ucluelet Fire Department as designated by the Fire Chief.

- 3.16. “Fire Hazard” means a condition that exists on or in a Premise that endangers life or property, including, but not limited to, a condition arising from the following:
- (a) the state of repair of the Premises;
  - (b) the use or occupancy of the Premises;
  - (c) the keeping of combustible, flammable, explosive or other hazardous materials or substances on or in the Premises;
- 3.17. “Fire Inspector” means the Fire Chief, or Firefighter who has been appointed by the Fire Chief, who satisfies the qualifications of the *British Columbia Fire Safety Act* (2024) to perform fire safety inspections.
- 3.18. “Fire Investigator” means the Fire Chief, or Firefighter who has been appointed by the Fire Chief, who satisfies the qualifications of the *British Columbia Fire Safety Act* (2024) to perform fire investigations.
- 3.19. “Fire Service Agreement” means a formal contract between two or more local governments or Fire Departments, outlining the terms and conditions for providing Fire Protection and related services.
- 3.20. “Fire Protection” means all aspects of fire and life safety including but not limited to fire prevention, suppression, pre-fire planning, fire investigation, medical response, technical rescue, public education, training, or other staff development and advising.
- 3.21. “Incident” means an event or situation to which the Fire Department has responded or would normally respond, whether alone, or in conjunction with other emergency responders.
- 3.22. “Incident Commander” means the Officer or Firefighter in charge of an Incident and operates under the Incident Command System.
- 3.23. “Incident Command System” means a standardized approach used for the command, control, and coordination of Incident response.
- 3.24. “Mutual Aid Agreement” means a formal arrangement where two or more local governments agree to assist each other during Incidents.
- 3.25. “National Fire Protection Association” means the international nonprofit organization devoted to eliminating death, injury, property, and economic loss due to fire, electrical, and related hazards.

- 3.26. “Occupier” means a tenant, lessee, agent, and any other person who has the right of access to and control of a Premise, and in relation to common property and common facilities in a strata plan, the strata corporation within the meaning of the *Strata Property Act*. A Premise may have more than one Occupier.
- 3.27. “Officer” means a Firefighter who is appointed to a leadership role by the Fire Chief.
- 3.28. “Open Burning” means the combustion of materials in an outdoor setting where the products of combustion are released directly into the ambient air.
- 3.29. “Operational Guidelines” means detailed protocols which are designed to ensure the safety, efficiency, and consistency of Fire Department operations.
- 3.30. “Owner” means a person, business, or corporation who has legal title to a Premise.
- 3.31. “Premise” means a Private Dwelling or a Public Building; the parcel of land on which a Private Dwelling or Public Building is located; or a motor vehicle within the meaning of the *British Columbia Motor Vehicle Act*, railway vehicle, aircraft, vessel or other means of transportation;
- 3.32. “Private Dwelling” means a structure that is occupied as a private residence. If only part of a structure is occupied as a private residence, that part of the structure; Any other structure located on the parcel of land on which a private residence is located, except for a structure:
- (a) to which the public is ordinarily invited or permitted access, or
  - (b) that is used for commercial, industrial or institutional purposes.
- 3.33. “Public Building” means a Building other than a Private Dwelling; a structure to which the public is ordinarily invited or permitted access, or that is used for commercial, industrial, or institutional purposes, or a facility including a storage yard or tank farm.
- 3.34. “Service Area” means lands that are within or on the District’s municipal boundary or other areas approved by Council.
- 3.35. “Task Number” means a unique identifier assigned by the British Columbia Ministry of Emergency Management and Climate Readiness, to specific Incidents.
- 3.36. “Wildland-Urban Interface” means the area where wildland vegetation meets or intermingles with human development, such as homes, businesses, and other structures.

#### **4. District of Ucluelet Fire Department**

- 4.1. There is hereby constituted a Fire Department for the District of Ucluelet to be known as the “District of Ucluelet Fire Department” or “Ucluelet Fire Rescue.”

#### **5. Jurisdiction**

- 5.1. The Fire Department’s area of jurisdiction is the Service Area.
- 5.2. Notwithstanding section 5.1, the Fire Department may provide Fire Protection services outside of the Service Area in the following circumstances:
- (a) When authorized to do so by a Fire Service Agreement, Mutual Aid Agreement or Automatic Mutual Aid Agreement;
  - (b) When authorized to do so by EMCR or another provincial agency such as BCWS (ie: an EMCR Task Number or BCWS fire number has been assigned for the Incident); or
  - (c) When an Incident imminently threatens any part of the Service Area.

#### **6. Authorized Services**

- 6.1. The Fire Department is authorized to provide the following Fire Protection services within the Service Area:
- (a) Interior Operations structural firefighting as defined by the *British Columbia Structure Firefighter Minimum Training Standards*, as updated from time to time;
  - (b) Response to “Red” and “Purple” medical calls as defined by the Advanced Medical Priority Dispatch System (AMPDS), as updated from time to time;
  - (c) Other requests for assistance from BC Emergency Health Services, as updated from time to time;
  - (d) Low-angle rope rescue;
  - (e) Hazardous materials mitigation at the “Awareness” level;
  - (f) Wildland-Urban Interface fire suppression;

- (g) Motor vehicle Incident response including patient extrication and fire suppression;
- (h) Fire safety inspections;
- (i) Fire prevention and public education;
- (j) Fire cause and origin investigations and reporting;
- (k) Emergency evacuations related to an Incident;
- (l) Marine fire suppression conducted from land or a dock;
- (m) Water rescue conducted from land or a dock;
- (n) Trail rescue;
- (o) Mutual Aid and Automatic Mutual Aid;
- (p) Electrical utility response;
- (q) Emergency scene traffic control;
- (r) Pre-fire planning;
- (s) Rescue;
- (t) Emergency planning;
- (u) Supporting the District of Ucluelet Emergency Plan under the direction of the Emergency Operations Centre;
- (v) Providing aid to other Incidents that relate to life safety and property conservation that are within the Fire Department's scope of training; and,
- (w) Providing aid to members of the public where that aid is consistent with the purpose of the Fire Department and its training, and where that aid augments services of others initially, but does not replace the responsibility or accountability of another agency's mandate of service.

- 6.2. At any given Incident, the Fire Department is not required to provide Fire Protection if, in the sole discretion of the Fire Chief or Incident Commander, there is insufficient Apparatus, Equipment, or adequately trained Firefighters to provide Fire Protection safely and in accordance with applicable standards, including those set out under the *Fire Safety Act* and *Workers Compensation Act*.

## **7. Fire Chief**

- 7.1. The Fire Chief is a fulltime employee of the District of Ucluelet who reports to the CAO.
- 7.2. The Fire Chief must ensure that the Fire Department is compliant with all applicable requirements of the *Workers Compensation Act*.
- 7.3. The Fire Chief must establish and maintain a regular system of fire safety inspections for occupancy classifications as required by the British Columbia Fire Code;
- 7.4. The Fire Chief must develop and maintain Operational Guidelines for the Fire Department.
- 7.5. The Fire Chief is designated as the Fire Inspector and Fire Investigator in accordance with the *British Columbia Fire Safety Act (2024)*.
- 7.6. The Fire Chief must ensure that each Firefighter is properly trained to fulfill his or her respective role, and for any roles to which he or she is assigned at or in relation to an Incident.
- 7.7. The Fire Chief must ensure that training records are maintained for all Firefighters and that records are accurately documented in the Fire Department's records management system.
- 7.8. The Fire Chief must adhere to the District purchasing policy and other applicable policies and bylaws.
- 7.9. The Fire Chief must manage the operational expenditures of the Fire Department within the annual budget approved by Council.
- 7.10. The Fire Chief has control, direction, and management of the public property, Apparatus, materials, and Equipment pertaining to or belonging to the Fire Department.

7.11. The Fire Chief or any Firefighter authorized by the Fire Chief to act on his or her behalf, may exercise the following powers within the Service Area:

- (a) Suspend, restrict, or cancel any Open Burning;
- (b) Enforce Fire Department Operational Guidelines for the proper and efficient administration and operation of the Fire Department and make, amend and enforce such additional rules, policies, and guidelines as are consistent with District bylaws, policies or guidelines;
- (c) Enter and inspect any Premise for Fire Hazards;
- (d) Require an Owner or Occupier to eliminate Fire Hazards and ensure a Premise is compliant with the British Columbia Building Code, British Columbia Fire Code, NFPA codes and standards, District bylaws, policies, rules, orders, Operational Guidelines, regulations, or any other enforceable legislation. This may include, but is not limited to requiring improved storage, containment, or removal of Fire Hazards, installation and maintenance of barricades, or any combination of these steps. The Fire Chief may post a “Do Not Occupy” notice on any Premise until such Fire Hazards are eliminated. All costs associated with these measures will be the responsibility of the Owner or Occupier;
- (e) If property is endangered by debris caused by lumbering, land clearing or industrial operations, require the person who is carrying out or who has carried out the operation, or the Owner or Occupier of the land on which the debris exists, to dispose of the debris, and undertake any other actions for the purpose of removing or reducing the danger as is necessary or advisable in the circumstances;
- (f) Exercise the provisions of the *British Columbia Fire Safety Act (2024)*;
- (g) Collect and disseminate information regarding Incidents and Fire Hazards in or affecting the Service Area.
- (h) In relation to an Incident:
  - i. Take measures considered necessary to prevent and suppress fires, including the demolition or removal of Buildings and other structures or things to prevent the spread of a fire or mitigate any other hazard;
  - ii. Enter, at any time, Premises where an Incident may be occurring, and to cause any Firefighter, Apparatus, or Equipment of the Fire Department, to

enter as he or she deems necessary or advisable, in order to combat, control or suppress the Incident;

- iii. Enter, pass through or over Buildings, vehicles, or property proximate to the Incident, and to cause any Apparatus, or Equipment of the Fire Department to enter, pass through or over Buildings or property proximate to the Incident, where he or she deems it necessary or advisable to gain access to the Incident or to protect any person or property;
- iv. Exclude access to, and / or to evacuate, areas proximate to or threatened by an Incident (including public property, private property, Buildings, streets, and highways), and to manage vehicular and pedestrian traffic, as he or she deems necessary or advisable to aid the Fire Department's response or the response of other emergency services to the Incident, or to reduce the risk to life or property;
- v. Take all reasonable actions to ensure the safety of Firefighters, other emergency responders and the public, and to prevent or reduce damage to property;
- vi. Call upon a peace officer to assist and to provide security in and around the area of an Incident;
- vii. Commandeer any personnel and/or private equipment that the Incident Commander considers necessary to deal with an Incident. The Owner or Occupier of the Premise where the Incident occurs will be responsible to pay all costs and charges that the District may incur while doing so;

7.12. The Fire Chief or any Firefighter authorized by the Fire Chief to act on his or her behalf, may exercise any power listed under section 7.11 outside of the Service Area provided those powers are authorized by an Automatic Mutual Aid Agreement, Mutual Aid Agreement, Fire Service Agreement, EMCR, BCWS, or are required to provide fire suppression where an Incident (ie: Wildland-Urban Interface fire) imminently threatens any part of the Service Area.

## **8. Firefighters**

8.1. Firefighters will be provided WorkSafe BC coverage while carrying out Fire Department authorized activities.

8.2. Where an Officer or Firefighter is an Incident Commander, he or she is deemed to have the powers of the Fire Chief.

- 8.3. Fire Chiefs, Officers and Firefighters are “local public officers” as defined by section 738 (1) of the British Columbia Local Government Act.

## **9. Property Owner or Occupier Responsibilities**

- 9.1. To prevent the entry of unauthorized persons, the Owner or Occupier of any Premise that has incurred damage due to an Incident or is vacant for any reason, must secure the Premise to the satisfaction of the Fire Chief or Bylaw Officer. The Owner or Occupier is responsible for all costs involved in securing the Premise.
- 9.2. If an Owner or Occupier fails to secure any Premise, the Fire Chief or Bylaw Officer may direct the work to secure the Premise. Outstanding costs will be applied to the Owner’s municipal tax bill or recovered by the District at the time of sale of the Premise.

## **10. Operational Guidelines**

- 10.1. Operational Guidelines must reflect best practices and any requirements under the *British Columbia Workers Compensation Act* or the regulations thereto.
- 10.2. Firefighters must review the Operational Guidelines annually and sign off as doing so.
- 10.3. The CAO may require the Fire Department to adopt new Operational Guidelines or amend any existing operational guidelines.

## **11. Severability**

- 11.1. If any provision of this Bylaw is held to be invalid by any court of competent jurisdiction, that provision shall be severed, and its severance shall not affect the validity of the remainder of the Bylaw.

## **12. Repeal**

- 12.1. The District of Ucluelet Fire Department Establishment, and Fire Safety and Regulations Bylaw No. 1379, 2019, and amendments thereto are hereby repealed except insofar as they may repeal any other bylaw.

**READ A FIRST TIME** this 13<sup>th</sup> day of May 2025.

**READ A SECOND TIME** this XX day of MONTH, 202X.

**READ A THIRD TIME** this XX day of MONTH, 202X..

**ADOPTED** this XX day of MONTH, 202X.

**CERTIFIED CORRECT:** “District of Ucluelet Fire Department Establishment and Operations Bylaw No. 1379, 2025”

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Marilyn McEwen  
Mayor

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**XXXX XXXXX**  
Corporate Officer

**THE CORPORATE SEAL** of the  
District of Ucluelet was hereto  
affixed in the presence of:

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## REPORT TO COUNCIL

Council Meeting: May 13, 2025

500 Matterson Drive, Ucluelet, BC V0R 3A0

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**FROM:** JEFFREY CADMAN, DIRECTOR OF FINANCE

**FILE NO:**

**SUBJECT:** TEMPORARY BORROWING BYLAW

**REPORT NO:** 25-54

**ATTACHMENT(s):** APPENDIX A - TEMPORARY BORROWING BYLAW NO. 1378, 2025

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**RECOMMENDATION(s):**

**THAT** Council give the first, second and third readings to Temporary Borrowing Bylaw No. 1378, 2025

**BACKGROUND:**

On August 16, 2022, Council adopted Loan Authorization Bylaw No. 1304, 2022 to authorize the District of Ucluelet to borrow up to thirteen million dollars to finance the construction of a water treatment system.

At the time the estimated cost of the project was \$20,745,400 with the District receiving a grant for \$7,039,680 to help fund the project. Due to changes in the project and construction prices normalizing after the Covid-19 pandemic, the updated estimated cost of the project has been reduced to \$10,410,000 with a 25% contingency bringing the total estimate to \$13,012,500.

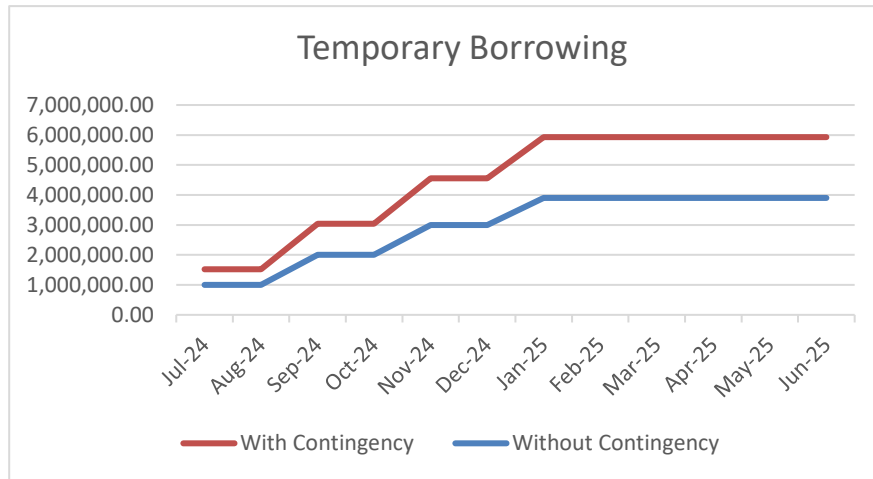
**ANALYSIS:**

The Temporary Borrowing Bylaw will enable the District of Ucluelet to borrow up to \$7,000,000 to fund the Water Treatment System project. This would bring the total liquidity for the project to \$14,039,680. While this is above the current estimated cost of the project, building in a certain level of flexibility allows the District to finish the project without needing to establish a second temporary borrowing bylaw should prices increase above the current estimated contingency.

Funds from temporary borrowing are only drawn as required with interest calculated on the amount outstanding at that time. The temporary borrowing will act as a construction loan to be drawn on as costs are incurred. Once the total debt required is known, short-term debt will then be transitioned to long-term debt.

The benefits of this approach are increased flexibility and safety against over leveraging. Structuring the debt this way allows the District to make draws as required and to ensure that we are not taking on unnecessary long-term debt.

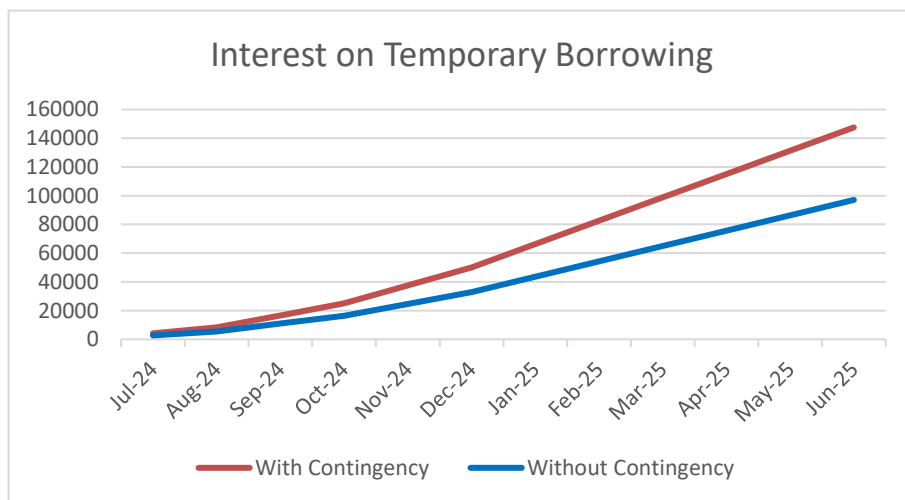
The negative of this approach is that there is the added cost of interest on temporary borrowing until the loan is converted into long-term debt.



The above graph shows the forecasted temporary borrowing required under two conditions:

- The red line represents forecasted borrowing should the 25% contingency be required.
- The blue line represents forecasted borrowing should the project not require the 25% contingency.

\*Staff will minimize temporary borrowing where possible through cash flow management strategies such as using cash-on-hand strategies and quick grant claim turnaround.



The Interest on Temporary Borrowing graph illustrates the cost of short-term borrowing for the two conditions previously discussed:

- The red line represents the forecasted interest should the District need to borrow at the higher level. At this rate the District would incur a forecasted \$150,000 in temporary borrowing costs.
- The blue line represents the forecasted interest should the District only need to borrow at the lower level. At this rate the District would incur a forecasted \$100,000 in temporary borrowing costs.

The cost of temporary borrowing must be compared to the cost of over leveraging on long-term debt. At the current posted 10-year interest rate through the Municipal Finance Authority which is 3.92% at the time of writing this report. For every extra million dollars that is borrowed, over a 20-year loan at 3.92% there is \$784,000 in interest incurred.

While there is a cost to short-term borrowing it is in staff's opinion that the flexibility and the safeguarding against over leveraging is worth the added cost.

**POLICY OR LEGISLATIVE IMPACTS:**

**Respectfully submitted:       Jeffrey Cadman, Director of Finance**

**Approved by:                   Richard Harding, Interim CAO**



**DISTRICT OF UCLUELET**  
**Temporary Borrowing Bylaw No. 1378, 2025**

A Temporary Borrowing Bylaw for  
the year 2025

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**WHEREAS** it is provided by S. 181 of the Community Charter that the Council may, where it has adopted a loan authorization bylaw, without further assents or approvals, borrow temporarily under the conditions therein set out;

**AND WHEREAS** the Council has adopted Bylaw number 1304, 2022, cited as Loan Authorization bylaw citation, authorizing borrowing for the purpose of brief description of purpose, in the amount of thirteen million dollars (\$13,000,000);

**AND WHEREAS** the sale of debentures has been temporarily deferred;

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

1. The Council is hereby authorized and empowered to borrow an amount or amounts not exceeding the sum of seven million dollars (\$7,000,000), as the same may be required.
2. The form of obligation to be given as acknowledgement of the liability shall be a promissory note or notes bearing the corporate seal and signed by the Mayor and the Financial Administration Officer.
3. The money so borrowed shall be used solely for the purposes set out in Loan Authorization Bylaw number 1304, 2022.
4. The proceeds from the sale of the debentures or so much thereof as may be necessary shall be used to repay the money so borrowed.
5. This bylaw may be cited as "Temporary Borrowing Bylaw number 1378".

**READ A FIRST TIME** this <sup>th</sup> day of **May, 2025**.

**READ A SECOND TIME** this <sup>th</sup> day of **May, 2025**.

**READ A THIRD TIME** this <sup>th</sup> day of **May, 2025**.

**ADOPTED** this <sup>th</sup> day of **May, 2025**.

**CERTIFIED CORRECT;** " District of Ucluelet Temporary Borrowing Bylaw No. 1378, 2025".

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Marilyn McEwen  
Mayor

---

Corporate Officer

**THE CORPORATE SEAL** of the  
District of Ucluelet was hereto  
affixed in the presence of:

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Corporate Officer

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FROM: RICK GEDDES, FIRE CHIEF

FILE No: 2830-30

SUBJECT: NEW FIREHALL DESIGN PLAN GRANT APPLICATION

REPORT No: 25- 55

ATTACHMENT(S): N/A

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### RECOMMENDATION(S):

THAT Council authorize the District of Ucluelet to submit an application to the Federation of Canadian Municipalities' Green Municipal Fund – Study: New Construction of Municipal and Community Buildings program, seeking 80% funding for a \$200,000 fire hall replacement study project. The District will provide \$40,000 in matching funding from the 2025 Capital Budget.

### BACKGROUND:

The District of Ucluelet has recognized that its fire hall is not adequate to meet current or future needs. In 2024, Council approved a \$100,000 capital budget allocation to begin planning for a new fire hall. In 2022, the District retained a third party to complete a Fire Hall Feasibility Study. That study involved examining the current fire hall and assessing its potential for renovation to address identified shortfalls. The study concluded that the current fire hall has significant shortcomings, is not a good candidate for renovation, and should be replaced with a new structure.

New fire halls represent significant capital projects for local governments both in terms of costs and community impacts. In order for these projects to succeed through the public approval process, the right steps need to be taken early and throughout the process. Steps missed in the early stages can result in the project failing at the funding approval phase.

District staff have been exploring potential alternate funding sources that would help to advance this project and defray cost impacts on the District. The Federation of Canadian Municipalities (FCM) operates the Green Municipal Fund (GMF), offering several grant programs. The stated purpose of the GMF is *"to enhance the quality of life for people in Canada by accelerating a transformation to resilient, net-zero communities. It does this by providing grants, loans, innovative financing, leveraged investments, capacity building, and strategic support."* GMF's mandate aligns with the following objectives from District of Ucluelet Official Community Plan:

- *"Ensure all buildings within the municipality meet the minimum health and safety standards set by the BC Building Code to ensure they are safe for their intended use"; and*

- *“Ensure the use of land and buildings within the municipality complies with provincial and municipal standards, in order to lower risks to the community, protect the environment and ensure the safety of first responders.”*

District staff have identified two GMF programs that align with the fire hall replacement project:

GMF Grant Programs	Summary of Grant Program	Potential Funding
<b>Study: New Construction of Municipal and Community Buildings</b>	Intended to cover the cost of eligible expenses related to planning and design of new high-efficiency municipal or community buildings.	Grant for up to 80% of eligible costs, to a maximum of \$200,000*  The District could conceivably receive up to \$160,000 in grant funds, leveraging \$40,000 of already-budgeted District funds.
<b>Capital Project: Construction of New Sustainable Municipal and Community Buildings</b>	Intended to cover the cost of eligible expenses related to construction of new high-efficiency municipal or community buildings.	Combined grant and loan up to 80% of eligible costs.  Combined grant and loan up to a maximum of \$10 million.  Grant portion can be up to 15% of the total loan amount.

\*the Study grant program offers up to 50% grant funding, but that percentage support increases to 80% for communities with populations under 10,000.

The requirements for the Study grant include commitment to undertake the following work:

1. A location study that meets the specific requirements provided by GMF.
2. The Establishment of an Energy Use Intensity (EUI) and a Thermal Energy Demand Intensity (TEDI) target based on climate and building typology. This can be met by completion of a building energy model study.
3. Completion of an Embodied Carbon Analysis study. This study will provide a detailed analysis of the carbon impact of the building and create an opportunity to optimize carbon efficiency throughout the lifecycle of the building. This is an optional requirement for the grant, but it will increase the chances of the applications success. To complete this step, a Building Preliminary Design must be developed first.
4. Complete a Climate Risk Assessment and create a Risk Mitigation Plan based on the results of the assessment.

5. Provide Evidence of equity considerations. Applicants must demonstrate consideration of equity-deserving groups and provide evidence of maximizing the positive socio-economic impact of the project.

Costs related to all of the above work components are eligible expenses under the Study grant program.

#### ANALYSIS OF OPTIONS:

A	Apply for the Study Grant	<u>Pros</u>	<ul style="list-style-type: none"> <li>Applying for, and receiving, the study grant would provide the District with up to \$160,000 in grant funding that would leverage up to \$40,000 of the District's already allocated funds, advancing the project considerably without budget impact.</li> <li>The scope of work required for grant eligibility is work that should be undertaken anyway as part of a significant capital project and could position the District to be eligible for future grant opportunities, including but not limited to the GMF's Capital Project grant program.</li> <li>Undertaking the work required for the Study grant is work that will support the project in being funding-ready, regardless of the future source of capital funding.</li> <li>If the District applies for and receives the Study grant, funds received could be used to retain third party support to advance the project.</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>If the District receives the Study grant, there would be some additional staff time involved in reporting back to FCM on project progress.</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>Applying for and receiving the Study grant would involve no negative significant implications, and some significant positive implications.</li> <li>Current economic uncertainty in Canada could result in an injection of federal grant funding for build-ready capital projects. Applying for and receiving the Study grant funds would position the District well for any new funding programs that might emerge for build-ready projects.</li> </ul>
		<u>Suggested Motion</u>	THAT Council authorize the District of Ucluelet to submit an application to the Federation of Canadian Municipalities' Green Municipal Fund – Study: New Construction of Municipal and Community Buildings program, seeking 80% funding for a \$200,000 fire hall replacement study project. The District will provide \$40,000 in matching funding from the 2025 Capital Budget.
B	Do Not Apply for the Study Grant	<u>Pros</u>	<ul style="list-style-type: none"> <li>Not applying for the Study grant would result in fewer external commitments related to the fire hall replacement project.</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>Not applying for and receiving the Study grant could result in the District needing to allocate more District funds to advance the project to a funding-ready state.</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>Not applying for the Study grant could result in the project not advancing, and/or the project requiring a further allocation of capital funding to advance it to a funding-ready state.</li> </ul>

	<u>Suggested Motion</u>	No motion is required.
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**NEXT STEPS:**

- Should Council approve the suggested motion, Staff will complete the Study grant application. If that application is successful, the District will retain one or more third parties to undertake work that is eligible for Study grant fund use.
- Staff will continue to seek potential grant funding opportunities to help defray project costs.

Respectfully submitted:      Rick Geddes, Fire Chief

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**FROM:** ABBY FORTUNE, DIRECTOR OF COMMUNITY SERVICES

**FILE NO:** 8100-10

**SUBJECT:** PACIFIC RIM SUMMER FESTIVAL EVENT

**REPORT NO:** 25-53

**ATTACHMENT(S):** APPENDIX A – SPECIAL EVENT APPLICATION FORM  
APPENDIX B – SITE PLAN  
APPENDIX C – INSURANCE

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**RECOMMENDATION(S):**

That Council permit the Pacific Rim Arts Society and The Break Café and Bistro to use District land to host the opening event for the PRAS summer festival on Monday, June 30, 2025. The intent is to extend their Special Occasion Liquor (SOL) license to the District's picnic table area (Helen Road and Fraser Lane).

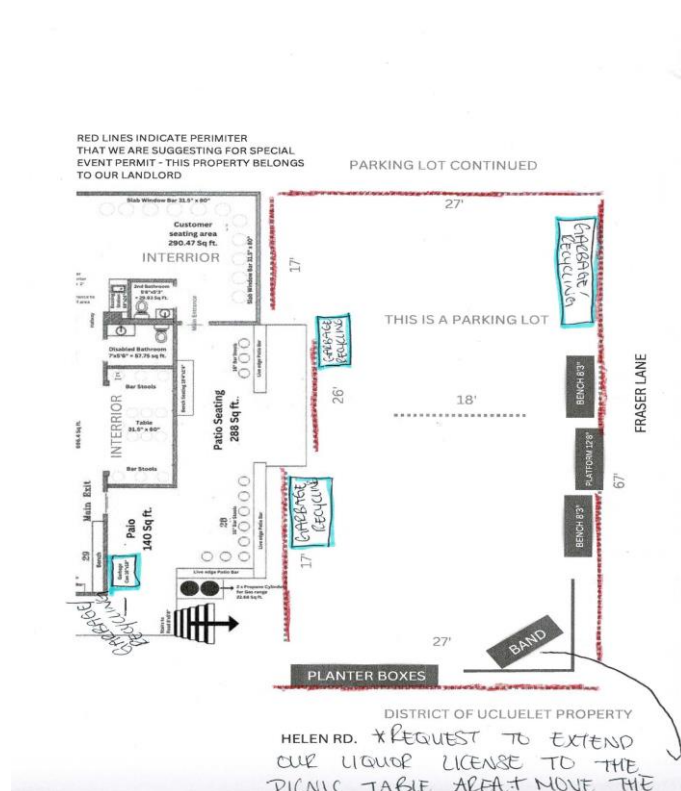
That Council further support The Break and PRAS' Special Occasion License application to allow liquor in the outlined area on District land as laid out in Appendix B.

**BACKGROUND:**

Pacific Rim Arts Society and The Break are partnering for the annual Summer Festival opening concert and are hoping to extend the Special Occasion liquor license to the picnic table area that is the property of the District of Ucluelet. A Special Event Application has been submitted addressing: security plan, parking, notifying other businesses, first aid, waste management for food & beverage, clean up and insurance (Appendix A).

Similar to past years, they will gate off the liquor permitted area and have several volunteers wearing orange t-shirts so they can be easily identified. The volunteers will ensure no one goes beyond the permitted area with alcohol. Police will be notified if need be. Last year's event was successful, and they hope to execute something just like it.

The concert will run from 6:00 – 10:00 pm. They will notify surrounding businesses and houses in the area with a written notice a couple of weeks before the event. This event has proven to be beneficial for surrounding businesses, as patrons can also dine at Ukee Dogs or Frankie's while watching the entertainment.



#### ANALYSIS OF OPTIONS:

A	Permit use of District land and SOL on District land	<u>Pros</u>	<ul style="list-style-type: none"> <li>Allows community event as planned to occur</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>Permitting alcohol on District land</li> <li>Blocking off a public gathering space</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>Ensuring that correct permit and mitigation are in place</li> </ul>
B	Deny the request	<u>Pros</u>	<ul style="list-style-type: none"> <li>Contains alcohol to private property</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>Community Event would be downsized</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>None</li> </ul>

#### NEXT STEPS:

If approved, ensuring that correct permits are in place and that any mitigation is being carried out.

Respectfully Submitted: Abby Fortune, Director of Community Services



DISTRICT OF UCLUELET  
**SPECIAL EVENT PERMIT APPLICATION FORM**

**APPLICANT INFORMATION**

Organization Name: The Break Cafe & Bistro / Pacific Rim Arts Society

Primary Contact Name: Bri Walker

Mailing Address: 8-250 Main St.

Phone: 250-534-9331 Cell: \_\_\_\_\_

Email: info@the-break.ca

Secondary Contact Name: Kelly Deakin

Mailing Address: 9-250 Main St.

Phone: 250-266-2214 Cell: \_\_\_\_\_

Email: pacificrimarts@gmail.com

**EVENT INFORMATION**

Event name: Pacific Rim Summer Festival Date: June 30, 2025

Location: Outside of The Break Cafe & Bistro

Site Map attached:

yes: X no: \_\_\_\_\_

Event Description: (please describe your event or attach a summary in letter format)

This event is the opening concert for the Pacific Rim Art Festival Summer Fest. In previous years, this concert was always held in Tofino, however, since the opening of The Break Cafe & Bistro, we have been partnering to bring this event to our community rather than Tofino.

Is this an Annual Event?  
yes:   X   no:           

Event Schedule

Set Up	Date:	<u>June 30, 2025</u>	Time:	<u>3:00 PM</u>	Day of Week	<u>Monday</u>
Event Starts	Date:	<u>June 30, 2025</u>	Time:	<u>6:00 PM</u>	Day of Week	<u>Monday</u>
Event Ends	Date:	<u>June 30, 2025</u>	Time:	<u>10:00 PM</u>	Day of Week	<u>Monday</u>
Take Down	Date:	<u>June 30th, 2025</u>	Time:	<u>10:00 PM</u>	Day of Week	<u>Monday</u>

Anticipated number of participants: 150-200

Will you be having security:  
yes:   X   no:           

Please provide description of security plan.

Similar to past years, we will gate off the liquor permitted area and have a number of volunteers wearing orange t-shirts who will ensure nobody goes beyond the area with alcohol. They will be on the lookout for over consumed patrons, and will also ensure the patio capacity remains within its capacity. Volunteers will report directly to Kelly Deakin and police will be notified if need be. Last year's event was a massive success and we hope to execute something just like it.

Have you contacted to RCMP:  
yes:            no:   X   We have not contacted the RCMP yet, however, we intend to once all our permits are in place.

Parking: (please describe how event parking will be coordinated)

We will encourage folks to walk in order to mitigate parking and drunk driving. Since this event will only be marketed locally, out of town guests will likely stumble across the event rather than 'plan' to attend. We found that last year, most who attended did walk. Our social media + posters will have no drinking + driving language.

How and when will affected residents and or businesses be notified:

We have an agreement with our landlord that quiet hours are at 10 PM. We will notify surrounding businesses and houses in the area a couple of weeks before the event with a written notice. This has proven to be beneficial for these businesses, as patrons can also dine at Ukee Dogs + Frankie's while watching the entertainment. The last 2 years that we have put this event on, PRAS has also had an "afterparty" at the ANAF which patrons eager to get to. This helped clear out the area rather quickly and volunteers also hurried people along. We had everything tore down and quiet by 11 PM.

Road Closure Requested

yes: \_\_\_\_\_ no:   X  

Details:

Event Additional Requirements:

yes:   X   no: \_\_\_\_\_

Details: We are requesting to put our bands in the picnic table area out front of The Break Cafe & Bistro, as well as, extend our Special Event Liquor Permit to that area.

## EQUIPMENT & ACTIVITIES

Are there any musical entertainment features related to your event?

yes:   X   no: \_\_\_\_\_

Details: PRAS will bring in two bands, one locally (The Staggering Bears) and one from out of town to perform 2 x 2 hour sets

Will sound amplification be used for announcements, speeches or other public addresses?

yes:   X   no: \_\_\_\_\_

Electrical Services Required: (please note municipality will not supply electrical cords)

yes: \_\_\_\_\_ no:   X  

Details: We will require electrical services, however, we will take care of plugging everything into the Arts Society as well as, The Break Cafe & Bistro

Will portable toilets be supplied for this event?

yes: \_\_\_\_\_ no:   X   We have two bathrooms on site.

First Aid: In the event of an emergency or injury to participants what first aid provisions have been made:

Both PRAS and The Break are equipped with staff who have first aid training and access to extensive first aid kits. There will be a tent + booth near the entrance to the Art Societ that will have a First Aid banner on it.

Waste Management: What arrangements have been made to reduce litter/removal of waste during or after the event:

In past years, we setup refuse stations around the permitter for food waste, and recycling bins for empty cans. We will take care of emptying them as needed throughout the night and disposing of the contents properly ourselves.

Accommodation: Have you taken into account accommodation requirements for your event.

yes: \_\_\_\_\_ no:   X  

Details: As mentioned, our advertising reach won't be broad and we don't suspect any out of towners to specifically travel to the area for the event.

**FOOD & BEVERAGE**

Will food and beverage service be available during your event?

yes:   X   no: \_\_\_\_\_

Please note a Temporary Food Permit will required by Vancouver Island Health Authority

Will alcohol beverages be available during your event?

yes:   X   no: \_\_\_\_\_

If YES a Special Occasion License is required with a copy going to the District of Ucluelet as well as a plan for safe ride home and security.

We will happiliy provide this once we get District approval to use the picnic table area for our license. The area must be on the map we provide to the LCRB

\* Please also see Special Occasions Licence- Major Events document, Terms & Conditions - Government of BC

**CLEAN UP & GARBAGE** Please note garbage must be removed immediately due to wildlife concerns

Site garbage plan: Please provide site plan

We will have multiple garbage cans setup around the permitter of the event ( see event map) as well as, garbage + recycling inside the restaurant. All together, there will be 5 different stations available to patrons.

Recycling Plan:

All cans from the event will be stored and donated to the Food Bank. Any other recycling will be disposed in our recycling bins and picked up by Ozzard Environmental the following day.

Garbage removal plan:

We have a large garbage bin onsite that is emptied weekly by Ozzard Environmental. Garbage will be disposed of immediately after the event is cleaned up.

Detailed event clean-up plan: Please provide time line

Between all the volunteers and staff working the event, we will be all hands on deck once the event finishes at 10 PM to clean up the site. In past years, the cleanup has only taken about an hour and looked exactly how it did before the event. The Break prides itself on its reputation and we will be open the following day - we will ensure our property and yours is clean!

**FEES**

Rental fee: \_\_\_\_\_ Deposit Fee: \_\_\_\_\_ \$500

**INSURANCE**

**Commercial General Liability Insurance**

Broad form Commercial General Liability policy for a limit of not less than \$3,000,000.00 on an occurrence basis with respect to third party liability claims for bodily injury, property damage, personal injury. This policy shall include but is not limited to: Premises and operation Liability, Blanket Contractual Liability, Products and Completed Operations, Tenants' Legal Liability, Non-Owned Automobile Liability, Owner's and Applicant's Protective Liability, Contingent Employers' Liability, Breach of Conditions clause. The District of Ucluelet shall be added as "Additional Insured" along with Cross-Liability and Severability of Interest clauses.

\* A copy of the insurance must be provided to the District of Ucluelet

**Notice of Cancellation**

All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse and shall contain the necessary "Endorsements" to provide the District with thirty (30) days prior written notice.

**General**

The Applicant agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premiums payments. All of the required Applicants' insurance policies shall be primary, non-contributing with respect to any insurance carried by the District. The District of Ucluelet reserves the right to impose such higher limits or other types of insurance as would reasonably be required of a prudent Applicant of similar event.

I have read and understand the Insurance requirements:

BW

Initial required

Included:                      yes:   X                        no:           

**INDEMNITY AGREEMENT**

Without limiting any other obligation of the Applicant under this application or otherwise, the Applicant hereby agrees to Indemnify and Save Harmless the District of Ucluelet , its elected officials, officers, employees, servants, agents and others from whom the District is in law responsible, from and against any liability, loss, claims, damages, fines, or penalties, cost and expenses (including consulting fees), investigatory and legal expenses, and other actions or course of actions, suits, caused by or attributed to any willful or negligent act, omission, delay, or allegations thereof on the part on the Applicant, its officers, employees, subcontractors, agents, licensees, assignees, invitees or other persons engaged in the event pursuant to this Application or anyone else for whom the Applicant is in law responsible. Should the District be made a party to any litigation by or against the Applicant, then the Applicant will protect, indemnify and hold the District harmless and will promptly pay all costs, expenses, and legal fees (on a solicitor and own client basis) incurred or paid by the District in connection with such litigation upon demand. The Applicant will also promptly pay upon demand all costs, expenses and legal fees (on a solicitor and own client basis) that may occur or be paid by the District in enforcing the terms, covenants and conditions in this application. The Applicant's obligation

under this indemnification section will survive the expiry or termination of this application.

I have read and understand the Insurance requirements:

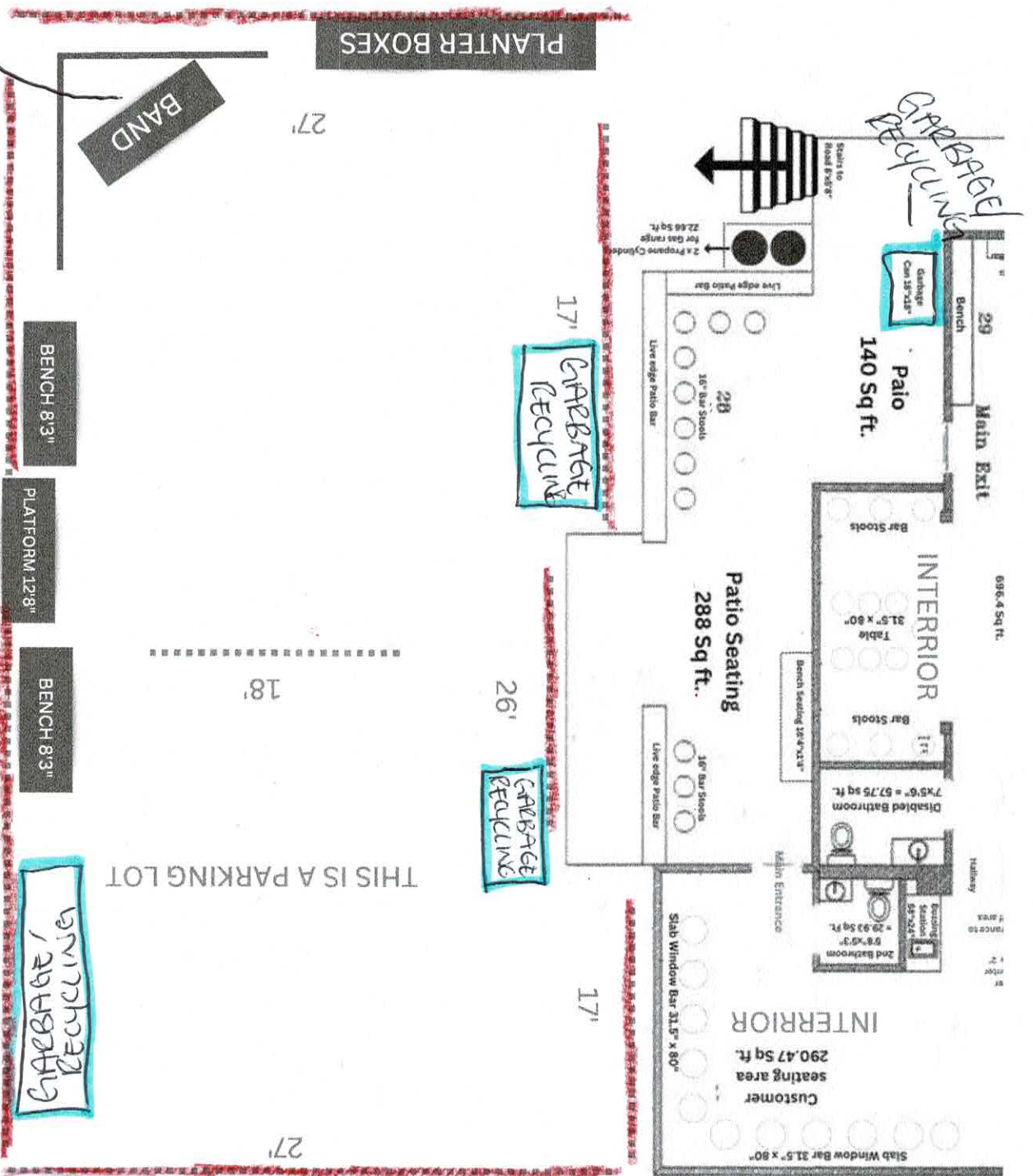
BW

Initial required

DATE: 04/12/2025

RED LINES INDICATE PERIMETER  
THAT WE ARE SUGGESTING FOR SPECIAL  
EVENT PERMIT - THIS PROPERTY BELONGS  
TO OUR LANDLORD

PARKING LOT CONTINUED





# Service Club Insurance Program

## DECLARATIONS PAGE

<b>BROKER</b>	AXIS INSURANCE MANAGERS INC.								<b>POLICY N°</b> SC15-315	
<b>NAME AND ADDRESS OF INSURED</b>	Pacific Rim Arts Society Po Box 468, 250 Main Street Ucluelet, BC V0R 3A0								<b>BUSINESS TYPE</b>  <input type="checkbox"/> NEW BUSINESS <input checked="" type="checkbox"/> RENEWAL	
<b>POLICY PERIOD</b>	From	Day 01	Month 10	Year 24	To	Day 01	Month 10	Year 25	12:01 Standard Time at the address of the Insured as stated above	
<b>LOCATION OF RISK</b>	As Agreed									
<b>OPERATIONS</b>	Non Profit Organization									
<b>ADDITIONAL INSURED</b>	ADDITIONAL INSURED AS LISTED IN ATTACHED SCHEDULE. CROSS LIABILITY CLAUSE AND 30 DAYS NOTICE OF CANCELLATION INCLUDED.									
<b>LOSS PAYEES</b>	LOSS, IF ANY, PAYABLE TO: (THE ABSENCE OF AN ENTRY DENOTES LOSS PAYABLE TO INSURED). N/A									

In consideration of the payment of premium, and subject to all terms and conditions of this policy, the Insurer will indemnify the Insured for only those coverages for which the corresponding Premium column states "INCLUDED".

those coverages for which the corresponding Premium column states "INCLUDED".							
Form #	Edition	Section	Coverages	Deductible	Limit (\$)	Premium	
TDONPE.001	07/15	A	<b>NON PROFIT D&amp;O LIABILITY</b> AGGREGATE LIMIT OF LIABILITY DIRECTORS' & OFFICERS' LIABILITY, INCLUDING ENTITY EMPLOYMENT PRACTICES LIABILITY, INCLUDING ENTITY FIDUCIARY LIABILITY, INCLUDING ENTITY	\$1,000	NOT APPLICABLE	NOT COVERED	
Form #	Edition	Section	Coverages	Co-Insurance	Deductible	Limit (\$)	Premium
TPROPE.001	10/17	B	<b>PROPERTY</b> CONTENTS OF EVERY DESCRIPTION REPLACEMENT COST EXTENSIONS OF COVERAGE EXTRA EXPENSE SEWER BACK-UP & WATER DAMAGE EARTHQUAKE FLOOD	90 %	\$1,000  \$1,000 \$2,500 5% OR \$50,000 \$25,000	\$15,000  \$25,000 SAME AS COED SAME AS COED	INCLUDED
TPROPE.001	10/17	C	<b>CRIME</b> EMPLOYEE DISHONESTY - FORM A LOSS INSIDE THE PREMISES COVERAGE LOSS OUTSIDE THE PREMISES COVERAGE MONEY ORDERS & COUNTERFEIT PAPER CURRENCY COVERAGE DEPOSITORS FORGERY COVERAGE		\$1,000 \$1,000 \$1,000 \$1,000 \$1,000	\$25,000 \$10,000 \$10,000 \$10,000 \$10,000	INCLUDED
TGLE.001	05/17	D	<b>COMMERCIAL GENERAL LIABILITY</b> EACH OCCURRENCE PRODUCTS & COMPLETED OPERATIONS AGGREGATE GENERAL AGGREGATE EMPLOYEE BENEFITS LIABILITY EMPLOYERS BODILY INJURY LIABILITY COVERAGE LEGAL LIABILITY FOR HIRED AUTOMOBILES (SEF NO 94) MEDICAL EXPENSES - ANY ONE PERSON STANDARD NON OWNED AUTOMOBILE POLICY NON ACCUMULATION CLAUSE TENANT'S LEGAL LIABILITY - ANY ONE PREMISES		\$1,000     \$1,000    \$1,000	\$2,000,000 \$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$75,000 \$10,000 \$2,000,000 INCL \$1,000,000	INCLUDED
TGLE.011	05/17						
TGLE.012	05/17						
TSEFE.094	05/17						
TSPFE.006	05/17						
TGLE.017	05/17						

Form #	Edition	Section	Coverages	Deductible	Limit (\$)	Premium
TMLE.001	12/07	E	<b>MULTIMEDIA LIABILITY INSURANCE POLICY</b> PER OCCURRENCE LIMIT OF LIABILITY, AND AGGREGATE LIMIT OF LIABILITY	\$2,500	NOT APPLICABLE	NOT COVERED
Form #	Edition	Section	Coverages	Deductible	Limit (\$)	Premium
TDONPE.062	07/15	F	<b>PRIVACY &amp; SECURITY BREACH EXPENSE COVERAGE - AGGREGATE LIMIT OF LIABILITY</b> A. PRIVACY BREACH CONSULTING SERVICES B. REGULATORY RESEARCH & COMPLIANCE EXPENSE C. FORENSIC INVESTIGATION EXPENSE D. NOTIFICATION EXPENSE REIMBURSEMENT E. NOTIFICATION RECIPIENT SERVICES	NIL \$2,500 \$2,500 \$2,500 \$2,500	NOT APPLICABLE UNLIMITED	NOT COVERED
Form #	Edition	Section	Coverages	Deductible	Limit (\$)	Premium
42125		G	<b>LEGAL EXPENSE LIABILITY</b> EMPLOYMENT DISPUTES LEGAL DEFENSE STATUTORY LICENSE PROTECTION CONTRACT DISPUTES & DEBT RECOVERY BODILY INJURY TAX PROTECTION LEGAL HELPLINE	NIL NIL NIL NIL NIL NIL NIL	NOT APPLICABLE \$100,000 \$100,000 \$100,000 \$100,000 \$100,000 UNLIMITED	NOT COVERED

COVERAGES	SUBSCRIPTION OF INSURERS	PERCENTAGE	PREMIUM
SECTIONS A, B, C, D, E, F	Trisura Guarantee Insurance Company	100%	\$525
SECTION G	HDI Global Specialty SE	100%	NOT COVERED
			TOTAL PREMIUM \$525

In witness whereof, the Insurer has executed and attested these presents, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.

**Axis Insurance Managers Inc.**

Authorized Representative



**SERVICE CLUB INSURANCE PROGRAM  
SUMMARY OF EXTENSION OF  
COVERAGES**

Solely when the first Named Insured has purchased Contents of Every Description, as shown in the Declarations, the following Commercial Property Extensions of Coverage are included:

<b>COVERAGE</b>	<b>DEDUCTIBLE</b>	<b>LIMIT OF INSURANCE</b>
<b>BASKET COVERAGE - APPLIES TO:</b>	\$1,000	\$50,000
Accounts Receivable		
Debris Removal and Windstorm Debris Removal		
Fine Arts		
Fire Department Service Charges		
Glass		
Improvements and Betterments – Undamaged		
Interruption of Service		
Lease Bonus Payments		
Leasehold Interest		
Outdoor Growing Plants, Trees, Shrubs or Flowers		
Property of Employees		
Rents		
Rents Prepaid by Insured		
Valuable Papers and Records		

The \$50,000 BASKET COVERAGE Limit Of Insurance applies only to the above listed Extensions of Coverage. Unless otherwise stated, this Basket Coverage Limit of Insurance applies separately at each Insured Location shown in the **Declarations**. At time of loss, the first Named Insured may elect to apportion this BASKET COVERAGE Limit Of Insurance to one or any combination of the Extensions of Coverage shown, but under no circumstance will the aggregate apportionment exceed the BASKET COVERAGE Limit of Insurance.

Separate specific Limit Of Insurance may be purchased for each of these Extensions of Coverage. If purchased, these Limits Of Insurance will be shown in the Declarations below the applicable Insured Location. When a specific Limit Of Insurance is purchased for any of these coverages, such specific Limit Of Insurance will apply in addition to whatever amount the first Named Insured apportions to that Extension of Coverage at time of loss.

<b>COVERAGE</b>	<b>DEDUCTIBLE</b>	<b>LIMIT OF INSURANCE</b>
<b>AUTOMATIC EXTENSIONS OF COVERAGE:</b>		
Arson or Theft Award	Nil	25% of loss up to \$2,500
Building By-Laws	Nil	Included in Coverage A
Building Damage by Theft	Nil	Included in Coverage A
Deferred Payments	\$1,000	\$2,500
Electronic Data Processing Equipment and Electronic Data Mechanical and Electrical Breakdown Extension (Manuscript Form)	\$1,000	\$25,000
Employee Dishonesty	\$1,000	\$5,000
Expediting Expenses	Nil	Included in Coverage A
Exterior Signs	\$1,000	\$2,500
Extra Expense	Nil	\$5,000
Fire Protective Equipment Recharge	Nil	Included in Coverage A
Installation	\$1,000	\$5,000
Interruption by Civil Authority Extension (Man.117-P)	72 hours	\$10,000
Land and Water Pollution Clean-up	Nil	\$2,500
Loss of Profits – Business Interruption (TPROPE.021)	\$1,000	\$10,000
Master Key	Nil	\$2,500
Mobile Communication Equipment	\$1,000	\$2,500
Money and Securities	\$1,000	\$5,000
Newly Acquired Location or Newly Constructed Property	\$1,000	\$10,000
Preservation of Property	Nil	Included in Coverage A
Professional Fees, Inventory or Appraisals	Nil	\$7,500
Property in Transit	\$1,000	\$2,500
Temporary Locations	\$1,000	\$2,500

The Insured may purchase increased Limits of Insurance for any of the AUTOMATIC EXTENSIONS OF COVERAGE above listed. If the Insured purchases increased Limits of Insurance for any of these AUTOMATIC EXTENSIONS OF COVERAGE, the increased Limit of Insurance will be shown in the Commercial Property Policy Declarations and the Insurer will not pay more than such Limit of Insurance.

**SERVICE CLUB INSURANCE PROGRAM**  
**SCHEDULE OF ADDITIONAL INSUREDS attached to and forming part of Policy No.: SC15-315**

It is hereby understood and agreed that the following are added as Additional Insured(s) with respect to liability arising out of the operations of the Named Insured:

1. **District of Tofino**  
**PO Box 9, Tofino, BC V0R 2Z0**
2. **Creative BC**  
**7 West 6th Avenue, Vancouver, BC V5Y 1K2**
3. **District of Ucluelet**  
**PO Box 999, Ucluelet, BC V0R 3A0**
4. **Ucluelet Aquarium**  
**180 Main Street, Ucluelet, BC V0R 3A0**
5. **Pacific Rim National Park Reserve**  
**PO Box 280, 2040 Pacific Rim Highway, Ucluelet, BC V0R 3A0**

In absence of any names listed, it is understood there are no additional insureds on this policy.

By acceptance of this policy, the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents relating to this insurance.

By the acceptance of this policy, the Insured acknowledges the cancellation from the effective date of this policy, of any policy (or the renewal thereof) which is stated overleaf as replaced.

No term or condition of this policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing, signed by the person(s) authorized for that purpose by the Insurer.

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to the appraisal of the amount of loss or to the investigation or adjustment of any claim under the policy.

**STANDARD MORTGAGE CLAUSE**  
(approved by The Insurance Bureau of Canada)

IT IS HEREBY PROVIDED AND AGREED THAT:

**1. BREACH OF CONDITIONS by MORTGAGOR, OWNER OR OCCUPANT**

This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

PROVIDED ALWAYS that the Mortgagee shall promptly notify the Insurer (if known) of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it; and that every increase of risk (not permitted by the policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such risk existed, according to the established scale of rates for the acceptance of such increased risk, during the continuance of this insurance.

**2. RIGHT OF SUBROGATION**

Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or Owner - no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

**3. OTHER INSURANCE**

If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity - then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

**4. WHO MAY GIVE PROOF OF LOSS**

In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

**5. COVERAGE PERIOD**

The term of this Mortgage Clause coincides with the term of the policy;

**CANCELLATION OR AMENDMENT**

PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by Article 2477 of the Civil Code of Quebec, but agrees that the Insurer will neither cancel nor amend the policy to the prejudice of the Mortgagee without 15 days' notice to the Mortgagee by registered letter.

**6. TRANSFER OF TITLE**

Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

**TERMINATION**

Policy N° :

Date of termination:

DAY	MONTH	YEAR

In consideration of \$ \_\_\_\_\_, which is the return premium and which I acknowledge receiving, this Policy and Renewal Certificates are terminated and returned to the Company.

How Terminated - Short Rate ☐  
- Pro Rata ☐

Insured: \_\_\_\_\_

Quote new Policy N° if replaced:

Mortgagee or Loss Payee \_\_\_\_\_





## REPORT TO COUNCIL

Council Meeting: April 15, 2025

500 Matterson Drive, Ucluelet, BC V0R 3A0

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**FROM:** ED CHOW, CORPORATE OFFICER/MANAGER OF CORPORATE SERVICES

**FILE No:** 0540-20

**SUBJECT:** ECONOMIC DEVELOPMENT COMMITTEE APPOINTMENT

**REPORT No:** 25-57

**ATTACHMENT(s):** n/a

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**RECOMMENDATION(s):**

**THAT** Council appoint Mayor McEwen to the Economic Development Committee; and,

**THAT** Council rescind the appointment of Mr. Kennington to the Economic Development Committee.

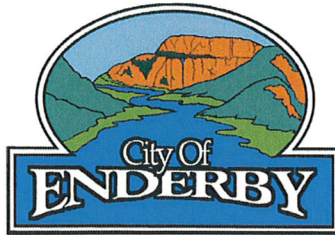
**BACKGROUND:**

Following the resignation of former councillor Mr. Kennington, it is appropriate to rescind his appointment to the Economic Development Committee and to appoint Mayor McEwen in his place.

**Respectfully submitted:** Ed Chow, Corporate Officer/Manager of Corporate Services



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The Corporation of the City of Enderby  
*Where the Shuswap Meets the Okanagan*

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April 23, 2025

MLA David Williams  
Room 201 - Parliament Buildings  
Victoria, BC V8V 1X4

**Re: Bill 7 – 2025: Economic Stabilization (Tariff Response) Act**

Dear Mr. Williams:

Council has resolved to express its concerns regarding *Bill 7 – 2025 Economic Stabilization (Tariff Response) Act*.

Council for the City of Enderby recognizes that the economic challenge posed by tariffs requires an effective government response. However, that response must flow from our shared commitment to transparency, accountability, and public participation.

Council respectfully requests that the Government of British Columbia makes the following changes to *Bill 7 – 2025 Economic Stabilization (Tariff Response) Act*, before it becomes law:

1. Modify Part 2 [Procurement Directives] of the Act to ensure that there is adequate provision for oversight, accountability, and performance measurement in government purchasing programs and policies under this part;
2. Define the intent, scope and limits of Part 3 [Tolls, Fees and Charges] of the Act and include a requirement for regular and ongoing consultation with British Columbian citizens, including indigenous persons, and businesses to understand and adapt to the consequences of measures taken under this part; and
3. Add a requirement to Part 5 [General Provisions] of the Act requiring regular public reporting of regulations made under the Act, including the objectives, performance measures, and impacts of those regulations upon British Columbian citizens, including indigenous persons, and businesses.

Moreover, we urge the Government of British Columbia to:

4. Commit to not reintroducing Part 4 [Lieutenant Governor in Council's Response Powers] of the Act whatsoever, including as a separate enactment.

When the intentions of a law enacted by the Legislative Assembly are not clearly expressed, regulations risk defining the law rather than following from the law. In this time of crisis, we urge the Government of British Columbia to legislate in a manner that upholds the rule of law, not the rule of regulation.

Thank you for your attention to this important matter.

Sincerely,



Huck Galbraith  
Mayor

Cc: Local Governments of BC  
British Columbia New Democratic Party  
Conservative Party of BC  
Green Party of British Columbia