

AGENDA

REGULAR MEETING OF COUNCIL

Tuesday, February 9, 2016

7:30 p.m.

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

Council Members:

Mayor Dianne St. Jacques

Councillor Sally Mole

Councillor Randy Oliwa

Councillor Marilyn McEwen

Councillor Mayco Noel



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REGULAR MEETING OF COUNCIL

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Tuesday, February 9, 2016

George Fraser Room, Ucluelet Community Centre,
500 Matterson Drive, Ucluelet

AGENDA

1. CALL TO ORDER
2. ADDITIONS TO AGENDA
3. ADOPTION OF MINUTES
 - 3.1. December 15, 2015 Special Minutes p.7
 - 3.2. January 26, 2016 Regular Minutes p.9
4. UNFINISHED BUSINESS
5. MAYOR'S ANNOUNCEMENTS
6. PUBLIC INPUT, DELEGATIONS & PETITIONS
7. CORRESPONDENCE
 - 7.1. Request for Input re: Climate Action Activities and the BC Climate Leadership Plan p.17
Hon. Minister Polak, Ministry of Environment
 - 7.2. Request for Input re: Draft Recovery Documents for *Species At Risk Act* listed species in British Columbia p.19
Randal Lake, Environment and Climate Change Canada
 - 7.3. Consideration for Approval re: Tourism Promotion Agreement p.39
Ucluelet Tourism Association & District of Ucluelet
 - 7.4. Request to Appear as a Delegation re: North Island College Plan2020 p.47
John Bowman, North Island College
8. INFORMATION ITEMS
 - 8.1. Heritage Week 2016 - Distinctive Destinations: Experience Historic Places p.49
Heritage BC
9. COUNCIL COMMITTEE REPORTS
 - 9.1. Councillor Sally Mole
 - Ucluelet & Area Child Care Society

Deputy Mayor April – June

- Westcoast Community Resources Society
- Coastal Family Resource Coalition
- Food Bank on the Edge
- Alberni Clayoquot Regional District – Alternate

⇒ *Other Reports*

9.2. Councillor Marilyn McEwen

Deputy Mayor July – September

- West Coast Multiplex Society
- Ucluelet & Area Historical Society
- Wild Pacific Trail Society
- Vancouver Island Regional Library Board – Trustee

⇒ *Other Reports*

9.3. Councillor Mayco Noel

Deputy Mayor October – December

- Ucluelet Volunteer Fire Brigade
- Central West Coast Forest Society
- Ucluelet Chamber of Commerce
- Signage Committee
- Clayoquot Biosphere Trust Society – Alternate
- Community Forest Board

⇒ *Other Reports*

9.4. Councillor Randy Oliwa

Deputy Mayor January – March

- Vancouver Island Regional Library Board – Alternate
- Harbour Advisory Committee
- Aquarium Board
- Seaview Seniors Housing Society
- Education Liaison

⇒ *Other Reports*

9.5. Mayor Dianne St. Jacques

- Alberni-Clayoquot Regional District
- Coastal Community Network
- Groundfish Development Authority
- DFO Fisheries Committees for Groundfish & Hake
- Pacific Rim Harbour Authority
- Pacific Rim Arts Society
- Whale Fest Committee

⇒ *Other Reports*

10. REPORTS

10.1. Expenditure Voucher G-03/16

Jeanette O'Connor, Chief Financial Officer

p.51

- 10.2. Monthly Motion Status Report for Period Covering June 2015 - January 2016** p.55
District of Ucluelet
- 10.3. Amendment to Development Permit DP16-01 for 166 Fraser Lane** p.61
John Towgood, Planner I
- 11. LEGISLATION**
- 11.1. Zoning Amendment Bylaw Report - First and Second Reading** p.69
John Towgood, Planner I
- 11.2. Zoning Amendment Bylaw No. 1188, 2016** p.87
- 11.3. Smoking Control Bylaw Report - Final Reading** p.91
John Towgood, Planner I
- 11.4. Smoking Control Bylaw No. 1187, 2016** p.93
- 12. LATE ITEMS**
Late items will be addressed here but will appear in a separate agenda.
- 13. NEW BUSINESS**
- 14. QUESTION PERIOD**
- 15. CLOSED SESSION**
Procedural Motion to Move In-Camera:
THAT the meeting be closed to the public in order to address agenda items under Section 90(1) of the *Community Charter*.
- 16. ADJOURNMENT**

DISTRICT OF UCLUELET
 MINUTES OF THE SPECIAL COUNCIL MEETING
 HELD IN THE GEORGE FRASER ROOM, 500 MATTERSON DRIVE
DECEMBER 15, 2015 AT 1:00 PM

Present: **Chair:** Mayor St. Jacques
 Council: Councillors Oliwa, Noel, Mole, McEwen
 Staff: Andrew Yeates, Chief Administrative Officer;
 Jeanette O'Connor, Chief Financial Officer;
 Morgan Dodsall, Recording Secretary

1. CALL TO ORDER:

Mayor St. Jacques called the meeting to order at 1:27 pm

2. ADOPTION OF MINUTES:

None

3. PUBLIC INPUT, DELEGATIONS & PETITIONS:

None

4. CORRESPONDENCE:

None

5. INFORMATION ITEMS:

None

6. REPORTS:

6.1 2016-2020 Preliminary Financial Plan

Jeanette O'Connor, Chief Financial Officer

2015-328 It was moved by Councillor Noel and seconded by Councillor McEwen
 *THAT Council approve recommendation 1 of report item 6.1 "Preliminary 2016
 Budget", which states:*

1. *THAT Council approve the Preliminary 2016 Budget.*

CARRIED

6.2 2015-2017 RMI Project Revenues and Expenditures

Jeanette O'Connor, Chief Financial Officer

2015-329 It was moved by Councillor Mole and seconded by Councillor Noel
 THAT Council approve the 2015-2017 RMI Project Budget.

CARRIED

7. LEGISLATION:

None

8. LATE ITEMS:

None

9. NEW BUSINESS:

None

10. QUESTION PERIOD:

None

11. CLOSED SESSION:

12. ADJOURNMENT:

Mayor St. Jacques adjourned the special council meeting at 1:30 pm.

CERTIFIED CORRECT: Minutes of the Special Council Meeting held on Tuesday, December 15, 2015 at 1:00 pm in the George Fraser Community Room, 500 Matterson Road, Ucluelet, BC.

Dianne St. Jacques
Mayor

Andrew Yeates
CAO

2016-029 It was moved by Councillor Oliwa and seconded by Councillor McEwen
THAT Council receive correspondence item 6.2 for information.

CARRIED

7. INFORMATION ITEMS:

2016-030 It was moved by Councillor Oliwa and seconded by Councillor McEwen
THAT Council receive information items 7.1 through 7.5 as a block.

CARRIED

7.1 2016 Call for Nominations for the Order of British Columbia
BC Honours and Awards

7.2 Return of the Stolen Tsunami Artifact
Vancouver Aquarium

7.3 Discussion of the BC Emergency Program Act
Office of the Minister of State for Emergency Preparedness

2016-031 It was moved by Councillor McEwen and seconded by Councillor Oliwa
THAT Council refer information item 7.3 "Discussion of the BC Emergency Program Act" to staff for input.

CARRIED

7.4 Letter to Minister Coleman re: BC Building Act Implementation
City of North Vancouver

7.5 UBCM Follow up re: Resort Municipalities Initiative
Ministry of Jobs, Tourism and Skills Training

8. COUNCIL COMMITTEE REPORTS:

8.1 Councillor Mole
N/A

8.2 Councillor McEwen
Wild Pacific Trail Society

- Held visioning session on January 17 from 9:00am - 4:30pm; society reviewed their 2015 achievements; developed a new 5-year plan based on education, trails & structures, governance, marketing & communication, and capital spending

Other Reports

- Family Literacy Day is January 30; events taking place include book swap, scavenger hunt, storytelling, and bingo for books

Vancouver Island Regional Library Board

- Attended AGM on January 16; new 5-year strategic plan is available for viewing; reviewed highlights from 2014 and completion of 2011-2015 strategic plan; welcomed four new board trustees including Lucas Banton from the ACRD; executive committee formed with Bruce Jolliffe as Chair and

Tom Duncan as Vice Chair; reached tentative collective agreement with CUPE 401 on January 14; agreement will cover a 5-year term; still waiting on results of the ratification vote

Other Reports

- Clr. McEwen, Oliwa and Mole to attend Respectful Leadership forum in Richmond next week

8.3 Councillor Noel

N/A

8.4 Councillor Randy Oliwa

Education Liaison

- Since appointment as liaison, Clr. Oliwa has received overall good feedback from community on current education initiatives
- Pam Craig and SD70 board will come out in April for their budget sessions; still a strong relationship there

8.5 Mayor St. Jacques

Alberni-Clayoquot Regional District

- Hospital District board met January 20; current issues include need for physicians and specialty nurses, both here and provincially; currently a cumbersome process for out of country doctors to get their licences accepted in Canada and BC; need to lobby the federal government to improve this process; Port Alberni often named worst place to live in Canada; need to work collectively to advertise and educate on livability of the region; two internists are retiring from West Coast General Hospital, difficult to replace these positions; working to increase home support for seniors, who are occupying hospital beds unnecessarily; WCGH emergency room due for expansion in 2018; discussed overall need for improved communications; integrated health team lead by Robyn Monrufet of Island Health is speaking on the new ambulance program in Ucluelet on January 27
- Regular board meeting on January 20; Bill Dawson from BC Assessment spoke to general assessments for region; ACRD now has specific manager for local government customers; median of Ucluelet assessments up by 11%; median of Long Beach Area assessments up by 0.6%; Yuuku?i?ath Government have 144 assessment rolls since 2011; BC Assessment appeals are up 40% this year; homeowners can view their assessments online at evaluebc.bcassessment.ca; Black Rock Resort used as an example of how occupancy (use) alters classification; there is currently no policy for allocating vacation rentals into a category other than residential
- Oceans Network Canada proposing a community observatory in the Alberni Inlet
- Long Beach Airport runway lighting project awarded to Raylec Power for \$1.4M

Pacific Rim Arts Society

- Attended first meeting a new liaison on January 26; society has six directors, but need two more; will be hosting as the west coast location for Arts BC 2017 Annual Conference in April; Mayor St. Jacques proposed joint project using Rainworks paint

2016-032 It was moved by Mayor St. Jacques and seconded by Councillor Oliwa
THAT Council direct staff to invite Bill Dawson from BC Assessment to speak to assessments in Ucluelet.

CARRIED

9. REPORTS:

9.1 Expenditure Voucher G-02/16 Jeanette O'Connor, Chief Financial Officer

2016-033 It was moved by McEwen and seconded by Oliwa
THAT Council receive Expenditure Voucher G-02/16.

CARRIED

9.2 Solid Fuel Woodstoves and Air Quality John Towgood, Planner 1

2016-034 It was moved by Councillor Oliwa and seconded by Councillor McEwen
THAT Council approve recommendation 1 of report item 9.2 "Solid Fuel Wood Stoves and the possible effects to neighbouring properties", which states:
1. THAT Council receive this report for information.

CARRIED

9.3 Howlers Restaurant Food Primary Liquor License Amendment Application John Towgood, Planner 1

2016-035 It was moved by Councillor McEwen and seconded by Councillor Oliwa
THAT Council approve recommendations 1(a) and 1(b) of report item 9.3 "Food Primary Liquor License Amendment Application - Howlers Restaurant service past midnight and patron participation entertainment (e.g. dine and dance or karaoke)", which state:
1. THAT Council having gathered the views of nearby residents/businesses and taken into consideration the mandatory criteria prescribed by the Liquor Control and Licensing Branch (LCLB), the District of Ucluelet Council recommends that, with respect to the food primary liquor licence amendment application submitted by Howlers Restaurant, 1992 Peninsula Road, the LCLB:
a. Approve the request to extend hours of liquor service past midnight, to 2:00 am, 7 days a week; and
b. Approve the request for patron participation entertainment in the form of dancing.

CARRIED

9.4 Whiskey Dock Historical Sign John Towgood, Planner 1

2016-036 It was moved by Councillor McEwen and seconded by Councillor Oliwa
THAT Council approve recommendation 1 of report item 9.4 “Whiskey Dock Historical Sign”, which states:

1. *THAT Council receive this report for information.*

CARRIED

9.5 Development Permit for 166 Fraser Lane

John Towgood, Planner 1

2016-037 It was moved by Councillor McEwen and seconded by Councillor Oliwa
THAT Council approve recommendation 1 of report item 9.5 “Development Permit for 166 Fraser Lane”, which states:

1. *THAT Council approve the issuance of Development Permit DP16-01 for the rebuilding of a boat shed per sketches and notes submitted by the property owner attached as Appendix A and to the conditions outlined within the body of this report which includes the following variances to the Zoning Bylaw:*
 - a. *A setback of 4.15m where Section 306.2 (1) (a) of the Zoning Bylaw states “that no building or structure may be placed, constructed, sunk into, erected, moved, sited, altered or enlarged within ... 7.5m of the natural boundary of the ocean”; and*
 - b. *A Minimum setback of 0.3m where Section CD-1.6.1 (1) (c) of the Zoning Bylaw states that an interior side yard of 5.0m is required.*

CARRIED

10. LEGISLATION

10.1 Smoking Control Bylaw Report

John Towgood, Planner 1

2016-038 It was moved by Councillor Oliwa and seconded by Councillor McEwen
THAT Council approve recommendation 1 of report item 10.1 “Proposed Smoking Control Bylaw”, which states:

1. *THAT Council give up to three readings to the Smoking Control Bylaw No. 1187, 2016.*

CARRIED

10.2 Smoking Control Bylaw No. 1187, 2016

2016-039 It was moved by Councillor McEwen and seconded by Councillor Oliwa
THAT Council give First Reading to Smoking Control Bylaw No. 1187, 2016

CARRIED

2016-040 It was moved by Councillor Oliwa and seconded by Councillor McEwen
THAT Council give Second Reading to Smoking Control Bylaw No. 1187, 2016

CARRIED

2016-041 It was moved by Councillor McEwen and seconded by Councillor Oliwa
THAT Council give Third Reading to Smoking Control Bylaw No. 1187, 2016
CARRIED

11. LATE ITEMS

None

12. NEW BUSINESS:

12.1 Councillor Oliwa

No new business

12.2 Councillor Noel

N/A

12.3 Councillor McEwen

No new business

12.4 Councillor Mole

N/A

12.5 Mayor St. Jacques

2016-042 It was moved by Councillor Oliwa and seconded by Councillor McEwen
*THAT Council direct staff to write a letter for the Ucluelet Chamber of
Commerce in support of the District of Ucluelet hosting the BC Rural Community
Summit in April 2016.*

CARRIED

13. QUESTION PERIOD:

Council received questions and comments from the public re:

- Report item 9.3 and clarification on restaurant soundproofing and dance floor use

14. CLOSED SESSION:

2016-043 It was moved by Councillor Oliwa and seconded by Councillor McEwen
*THAT the meeting be closed to the public in order to address agenda items
under Section 90(1), subsections (c) of the Community Charter.*

CARRIED

Mayor St. Jacques suspended the regular meeting and moved in-camera at 7:56 pm.

15. ADJOURNMENT:

Mayor St. Jacques adjourned the in-camera meeting at 8:15 pm and resumed the open meeting at 8:16 pm.

- 2016-044 It was moved by Councillor Oliwa and seconded by Councillor McEwen
THAT Council direct staff to write a letter to the Pacific Salmon Foundation in support of the Thornton Creek Enhancement Society's grant application.

CARRIED

Mayor St. Jacques adjourned the regular council meeting at 8:17 pm.

CERTIFIED CORRECT: Minutes of the Regular Council Meeting held on Tuesday, January 26, 2016 at 7:30 pm in the George Fraser Community Room, 500 Matterson Road, Ucluelet, BC.

Dianne St. Jacques
Mayor

Andrew Yeates
CAO

Subject: Request for Local Government Input - Climate Action and Climate Leadership Plan

From: Minister, ENV ENV:EX [<mailto:ENV.Minister@gov.bc.ca>]

Sent: January-20-16 2:46 PM

Cc: Minister, CSCD CSCD:EX <CSCD.minister@gov.bc.ca>; 'arichmond@cariboord.bc.ca' <arichmond@cariboord.bc.ca>

Subject: Request for Local Government Input - Climate Action and Climate Leadership Plan

Reference: 294377

January 20, 2016

Dear Mayor / Regional District Chair:

Last year, the British Columbia (BC) Government launched a process to develop a new Climate Leadership Plan that will enhance BC's climate leadership and help move BC's climate agenda forward. Much has been accomplished since BC's 2008 Climate Action Plan, and many significant gains are a direct result of local government leadership. With the development of a new plan, BC is now taking the next step toward a low-carbon future, alongside new international momentum following the December 2015 Paris agreement, and new national momentum following the federal government's commitment to develop a pan-Canadian framework for combatting climate change.

Local government signatories to the BC Climate Action Charter remain a key partner in helping to reduce greenhouse gas emissions and create complete, compact and energy-efficient communities. The Climate Action Revenue Incentive Program (CARIP) continues to provide funding to all Charter signatories and is based on the carbon taxes paid by local governments. Additionally, CARIP reporting allows the province to better understand activities that local governments are undertaking to achieve their climate action goals.

Local government action has been substantial. For the 2014 reporting year, 173 local governments submitted CARIP reports. This is the largest number of reports received since 2010. The CARIP reports show consistently high numbers of community-wide and corporate climate actions over the past five reporting years. There are notable increases in emission reductions from greenhouse gas (GHG) reduction projects. A number of local governments are successfully implementing new and innovative approaches to reducing energy use and GHG emissions. In addition

- 142 local governments are measuring their corporate emissions and 40 local governments are reporting as carbon neutral;
- 75 local governments have created climate action reserve funds;
- Nearly 75 percent of local governments in B.C. have energy and emissions plans which provide the foundation for identifying climate actions in their communities;
- Over half of the communities in BC have organic diversion and collection programs that keep methane-creating waste out of landfills.

BC is now focusing on two overarching climate-related priorities in 2016: completing the new BC Climate Leadership Plan and participating in the federal process to develop a pan-Canadian framework for combatting climate change.

As part of BC's preparation for engagement in the federal process, I am writing to seek your advice and input related to climate activities in the areas defined below by the federal government. Building on your CARIP submissions I would greatly appreciate hearing what future climate action plans and ambitions you may have. If you would like to provide updates on action in other areas, that would also be welcomed.

- Transportation
- Electricity
- Buildings

- Forests
- Agriculture
- Government Operations
- Clean energy technology innovation
- Green infrastructure
- Adaptation and resilience
- Public education and engagement

I am also writing to let you know that the BC Government will be conducting further engagement with local governments as we work to develop our new Climate Leadership Plan. Nearly a quarter of all BC local governments submitted valuable input to the Climate Leadership Plan discussion paper in the summer of 2015 and we would now like to undertake more direct engagement. To that end, it is our wish to attend each of BC's local government annual association meetings over the coming months to further discuss the Climate Leadership Plan.

In the meantime, if you have questions about engagement on BC's new plan, you can contact Susanna Laaksonen-Craig, Head of BC's Climate Action Secretariat, at Susanna.LaaksonenCraig@gov.bc.ca.

Sincerely,

Mary Polak
Minister

cc: Honourable Peter Fassbender, Ministry of Community, Sport and Cultural Development
Al Richmond, President, Union of BC Municipalities



January 29th, 2016

RE: Seeking your input on draft recovery documents for SARA listed species at risk in B.C.

As you may be aware, Environment and Climate Change Canada has developed a three year work plan which includes completing recovery strategies and management plans for over 80 wildlife species at risk in B.C. For your reference, we have attached a document listing these species and the status of the associated recovery documents (i.e., drafts available, drafts in early development, and documents posted on the Species at Risk Public Registry). Whenever possible we aim to inform those who may be impacted by the development of these documents before they are made available to the general public for comment.

We currently have draft documents prepared for the following species found in Alberni-Clayoquot Regional District:

- **Edwards' Beach Moth** (Endangered) – a moth found in a few locations on Vancouver Island and the Gulf Islands. Please note that draft critical habitat for this species has been identified in Alberni-Clayoquot Regional District.
- **Coastal Tailed Frog** (Special Concern) – a frog found in the Coast and Cascade mountain ranges of British Columbia.
- **Northern Red-legged Frog** (Special Concern) – a frog found on Vancouver Island and approximately the southern half British Columbia's coast.
- **Western Toad** (Special Concern) – a toad found throughout most of British Columbia.

Given the size of the documents, we have not included the full drafts with this letter. Please let us know if you would like us to provide these to you. We have included overviews for the species with draft documents available, and a questionnaire that you may find helpful in your review. To further aid you in your review, and to assist with your land use planning, we can provide digital spatial data for areas identified as critical habitat for several SARA listed species. If you would like to receive these data and you do not already have a confidentiality agreement with Environment Canada, please have a senior representative in your organization sign the attached 'Restricted Data Licensing Agreement' and mail the signed hard copy to the address found at the end of this letter.

While there are no deadlines for providing input on these draft recovery documents, we encourage you to contact us as soon as possible so that we may more fully incorporate your comments. We will also send an email notification at the start of the 60 day public comment period for each individual recovery document once posted to the public registry.

We would also like to inform you that, to the extent possible, we will notify private landowners that may have critical habitat identified on or near their property of the opportunity to provide comments on these draft documents. As effectively reaching landowners can be a challenge with the tools available to us, we would greatly appreciate it if you could notify your community members of the opportunity to provide input by posting an announcement on your website, social media, or other communication tools you may use. Feel free to use the text from the attached materials.



As local governments you play a critical role in safeguarding the natural areas within your jurisdiction that species at risk depend on to recover or survive. Here are some ways you can be involved in recovery efforts:

- Provide us with information we can use to improve the recovery documents
- Continue to conserve species at risk using the tools unique to local governments such as bylaws, zoning, and permitting
- Utilize stewardship tools and resources such as covenants, easements, stewardship agreements, and apply to Environment Canada's various funding programs (e.g., the Habitat and Stewardship Fund for Species at Risk)
- Promote conservation of species at risk and help inform your constituents about the *Species at Risk Act* and its importance

Thank you in advance for your input. We understand that species at risk is one of many priorities for your communities and we appreciate the time you have invested in working with us.

We look forward to continuing to work together on species at risk recovery.

Respectfully,

Randal Lake
Head, Species at Risk Recovery
Canadian Wildlife Service
Environment and Climate Change Canada
Pacific and Yukon Region
5421 Robertson Rd, RR1
Delta, BC V4K 3N2

Enclosed:

- Fact sheet on recovery documents with a list of recovery documents on the three year work plan
- Overviews of species with draft recovery documents available for consultation
- Species at risk recovery planning questionnaire
- Restricted Data Licensing Agreement

Species at Risk Recovery Planning Questionnaire

Species name: _____
Your name: _____

To help us learn more about this species and how you could be involved in recovery planning, please answer the following questions and return this questionnaire (via email or regular mail) to the address below.

1. **How would you like to be involved in recovery planning and how could Environment Canada support your participation?**
2. **Have you seen this species in your area? How frequently?**
3. **Are there activities in your area that could harm this species or its habitat? Please explain.**
4. **Are there activities in your area that could benefit this species or its habitat? Please explain.**
5. **Does your community contain some or all of the landscape features (e.g. types of trees, water bodies) used by this species? Which features?**
6. **Do you have any comments on threats to this species?**
7. **Do you have any additional information that may help us develop recovery plans for this species?**
8. **Is there anything else you would like to add?**
9. **Would you like more information on how you can help conserve species at risk? If yes, please provide your contact information.**

Thank you for your feedback. If there is anything you would like to add or any questions you would like to ask about species at risk please contact us.

Mailing address:

The Species at Risk Recovery Team
Environment Canada
Canadian Wildlife Service
5421 Robertson Road R.R. 1
Delta, BC V4K 3N2

Email: ec.ep.rpy-sar.pyr.ec@canada.ca

Telephone: 604-350-1900.

Fact Sheet on Recovery Documents

This fact sheet provides a brief description of each type of recovery document developed under the *Species at Risk Act*. Recovery documents can be developed in cooperation with aboriginal peoples and others who may be affected by a recovery document or have knowledge of the species.

Consultation on each document takes place, once a draft is available, with aboriginal peoples and others who may be directly affected by the recovery document. Consultation also takes place on the SARA Registry (sararegistry.gc.ca) for a 60 day public comment period. Following the comment period, all information received will be incorporated to the extent possible and the document will be posted as final to the SARA registry. Though posted as final, recovery documents can be updated any time new significant information becomes available.

Recovery Strategies

Recovery strategies are required for species that are listed on SARA Schedule 1 *as threatened, endangered, or extirpated*. A recovery strategy identifies threats to the species and establishes population and distribution objectives. If enough information is available, a recovery strategy also identifies critical habitat. Critical habitat is the habitat needed for the survival or recovery of a species. Critical habitat is identified by describing the area that a species uses and (within that area) the particular environmental features (e.g., amount of moisture) the species needs to live and reproduce. These features are often called “biophysical attributes” in the recovery strategy.

Note that digital geospatial data outlining critical habitat identified in recovery strategies posted on the Species at Risk Public Registry can be downloaded from: <http://donnees.ec.gc.ca/data/species/developplans/critical-habitat-for-species-at-risk-british-columbia/?lang=en>.

Management Plans

Management plans are required for species listed as *special concern* on SARA Schedule 1. Management plans describe measures to be taken for the conservation of the species, but it does not identify specific areas of habitat critical to the survival of the species.

Action Plans

Actions plans may be developed for a single species or multiple species. Action plans outline the projects or activities required to meet the goals and objectives identified in recovery strategies. An action plan includes information on the species habitat, protection measures, and an evaluation of the socio-economic costs and benefits.

Update on Environment Canada's Three-Year Recovery Document Posting Plan for species in British Columbia – As of January 22, 2016.

In the list below, you will find the current stage of development for each document, the names and types of species, as well as the general areas in which the species are found in British Columbia.

Draft documents available for consultation

Endangered

- ⇒ **Blue-grey Taildropper Slug** - a slug found in a few locations on southern Vancouver Island.
- ⇒ **Edwards' Beach Moth** - a moth found in a few locations on Vancouver Island and the Gulf Islands.
- ⇒ **Northern Leopard Frog, Rocky Mountain population** - a frog found in the southeastern corner of B.C.
- ⇒ **Sharp-tailed Snake** - a snake found in southeastern Vancouver Island, the Gulf Islands, and on the mainland near Pemberton, B.C.
- ⇒ **Streambank Lupine** - a plant found in the lower Fraser valley and on southern Vancouver Island.
- ⇒ **Tall Bugbane** - a plant found in the Cultus Lake and Chilliwack River area of southwestern B.C.
- ⇒ **Wallis' Dark Saltflat Tiger Beetle** - a beetle found in south-central B.C.
- ⇒ **Whitebark Pine** - a tree found in the interior of B.C.

Threatened

- ⇒ **Cliff Paintbrush** - a plant found in the southern Coast Mountains of B.C.
- ⇒ **Lyll's Mariposa Lily (COSEWIC assessed as Special Concern)** - a plant found in the southern interior of B.C.
- ⇒ **Mountain Holly Fern** - a plant found in a small area outside of Princeton in B.C.'s southern interior.
- ⇒ **Red Knot *roselaari* type** - a bird that travels along the coast of B.C.
- ⇒ **Seaside Bone Lichen** - a lichen found on the southern tip of Vancouver Island.

Special Concern

- ⇒ **Band-tailed Pigeon** - a bird found mostly on the southern coast and islands of B.C. with smaller numbers stretching eastward.
- ⇒ **Coastal Tailed Frog** - a frog found in the Coast and Cascade mountain ranges of B.C.
- ⇒ **Coeur d'Alene Salamander** - a salamander found in southeastern B.C.
- ⇒ **Great Blue Heron, *fannini* subspecies** - a subspecies of heron found in the lower Fraser River valley, along the coast, and on most islands of B.C.
- ⇒ **Northern Red-legged Frog** - a frog found on Vancouver Island and approximately the southern half B.C.'s coast.
- ⇒ **Oldgrowth Specklebelly Lichen** - a lichen found on the coast and islands of B.C.
- ⇒ **Western Toad** - a toad found throughout most of B.C.

Draft documents in early development

Extirpated

- ⇒ **Greater Sage-Grouse *phaeos* subspecies** - a bird previously found in the Okanagan and Similkameen valleys.
- ⇒ **Pacific Gophersnake** - a snake previously found in southwestern British Columbia.
- ⇒ **Pygmy Short-horned Lizard** - a lizard previously found in the Okanagan and Similkameen valleys in British Columbia.

Endangered

- ⇒ **American Badger *jeffersonii* subspecies** - a mammal found in the southern interior of B.C.
- ⇒ **Bent Spike-rush, Southern Mountain population** - a plant found in a small area near Osoyoos Lake.
- ⇒ **Desert Nightsnake** - a snake found in the southern Okanagan and Similkameen valleys of BC.
- ⇒ **Mormon Metalmark, Southern Mountain population** - a butterfly found in the Similkameen valley of British Columbia's southern interior.
- ⇒ **Small-flowered Lipocarpha** - a plant found in south-central B.C.
- ⇒ **Spalding's Campion** - a plant found in southeastern B.C.
- ⇒ **Tiger Salamander, Southern Mountain population** - a salamander found in a small area in the southern Okanagan in B.C.
- ⇒ **Vancouver Island Marmot** - a rodent found on Vancouver Island.
- ⇒ **Victoria's Owl-clover** - a plant found in a small area on the coast of southeast Vancouver Island.
- ⇒ **Western Screech-Owl *macfarlanei* subspecies** – an owl found in the southern interior of British Columbia.

Threatened

- ⇒ **Alkaline Wing-nerved Moss** - a moss found in south-central and south-eastern B.C.
- ⇒ **Great Basin Gophersnake** - a snake found in the southern interior of B.C.
- ⇒ **Great_Basin Spadefoot** - a frog found in south-central British Columbia.
- ⇒ **Showy Phlox** - a plant found in south-central British Columbia.
- ⇒ **Western Rattlesnake** - a snake found in the southern interior of British Columbia.
- ⇒ **Coastal Giant Salamander** - a salamander found in the Chilliwack River valley.
- ⇒ **Mexican Mosquito-fern** - a plant found in a small area in the southern interior of B.C.
- ⇒ **Pallid Bat** - a bat found in a small area of the Okanagan valley in southern B.C.
- ⇒ **Phantom Orchid** - a flower found in the extreme southwest of B.C.
- ⇒ **Wood Bison** - a large mammal found in northeastern B.C.

Special Concern

- ⇒ **Barn Owl, Western population (COSEWIC assessed as Threatened)** - an owl found in southwestern B.C.
- ⇒ **Peregrine Falcon, *pealei* subspecies** - a bird found on the central coast and islands of B.C.
- ⇒ **Threaded Vertigo** - a plant found on the Sunshine Coast, southern Vancouver Island, and in the southern Gulf Islands of B.C.
- ⇒ **Western Painted Turtle, Intermountain, Rocky Mountain population** - a turtle found in B.C.'s southern interior.
- ⇒ **Western Painted Turtle, Pacific Coast population** - a turtle found in the lower Fraser valley and on the south coast of B.C. including southern Vancouver Island and some of the Gulf Islands.
- ⇒ **Western Screech-Owl *kennicottii* subspecies** - an owl found on Vancouver Island along the mainland coast of B.C.

Documents posted as proposed on the Species at Risk Public Registry

Endangered

- ⇒ **Halfmoon Hairstreak** - a butterfly found in the southern Okanagan valley.
- ⇒ **Little Brown Myotis** - a bat found throughout most of B.C.
- ⇒ **Northern Myotis** - a bat found in northeastern B.C.
- ⇒ **Oregon Forestsnail** - a snail found in the lower Fraser valley in southwestern B.C.
- ⇒ **Rocky Mountain Tailed Frog** - a frog found in southeastern B.C.
- ⇒ **Townsend's Mole** - a mammal found in a small area of B.C.'s Fraser valley.
- ⇒ **Yellow-breasted Chat *auricollis* subspecies, Southern Mountain population** - a bird found in the southern interior of B.C.

Threatened

- ⇒ **Behr's (Columbia) Hairstreak** - a butterfly found in the southern Okanagan valley.
- ⇒ **Canada Warbler** - a bird found in the northeastern corner of B.C.
- ⇒ **Common Nighthawk** - a bird found throughout most of B.C.
- ⇒ **Lewis's Woodpecker** - a bird found in the southern half of B.C.'s interior.
- ⇒ **Olive-sided Flycatcher** - a bird found throughout most of B.C., with the exception of Haida Gwaii.
- ⇒ **Smooth Goosefoot** - a plant found in southeastern B.C.

Special Concern

- ⇒ **Ancient Murrelet** - a bird that travels along the coast of B.C. and breeds in Haida Gwaii.
- ⇒ **Black-footed Albatross** - a seabird found off the coast of B.C.
- ⇒ **Monarch** - a butterfly found in southern B.C.
- ⇒ **Northern Rubber Boa** - a snake found in roughly the southern third of mainland B.C.
- ⇒ **Peregrine Falcon, *anatum/tundrius* subspecies** - a subspecies of bird found in the lower Fraser valley, the south coast, and southern islands of B.C.

Documents posted as final on the Species at Risk Public Registry

Extirpated

- ⇒ **Pacific Pond Turtle** - a turtle previously found in southwestern B.C.

Endangered

- ⇒ **Oregon Spotted Frog** - a frog found in the lower Fraser valley in southwestern B.C.
- ⇒ **Pacific Water Shrew** - a small mammal found in the lower Fraser River valley region of southwestern B.C.
- ⇒ **Sage Thrasher** - a bird found in the southern interior of B.C.
- ⇒ **Scarlet Ammannia** - a plant found in the Osoyoos Lake area of B.C.'s southern interior.
- ⇒ **Toothcup** - a plant found in a few locations near Osoyoos and Kamloops, B.C.

Threatened

- ⇒ **Porsild's Bryum** - a moss found in northern B.C.

Special Concern

- ⇒ **Mountain Beaver** - a rodent found in the southwestern part of mainland B.C.
- ⇒ **Nuttall's Cottontail *nuttallii* subspecies** – a rabbit found in the Okanagan and Similkameen valleys of south-central B.C.
- ⇒ **Rusty Blackbird** - a bird found in the central and northern interior of B.C.
- ⇒ **Short-eared Owl** - an owl found in the Fraser River delta, the Fraser valley, and into a wide area of B.C.'s interior.
- ⇒ **Sonora Skipper** - a butterfly found in the southern interior of B.C.
- ⇒ **Spotted Bat** - a bat found in the Fraser valley and the central and southern interior of B.C.
- ⇒ **Vancouver Island Beggarticks** - a plant found in the lower Fraser valley, southern Vancouver Island, and possibly the central coast of B.C.
- ⇒ **Warty Jumping-slug** - a slug found on southern Vancouver Island.
- ⇒ **Western Harvest Mouse *megalotis* subspecies** - a mouse found in the southern interior of B.C.
- ⇒ **Western Skink** - a lizard found in the extreme southern portion of B.C.
- ⇒ **Western Yellow-bellied Racer** - a snake found in the southern and central interior of B.C.



**No-Fee End-Use Restricted Licence Agreement
For Government Geographic Data**

This Licence Agreement

BETWEEN:

**Her Majesty the Queen in Right of Canada, as represented by
the Minister of Environment (“Canada”)**

AND:

_____ (“Licensee”)

WITNESSES THAT:

I. WHEREAS Canada is the owner, or licensee, of Intellectual Property Rights in and to Canada Digital Data, as described in Schedule “A” attached hereto;

II. AND WHEREAS the Licensee is interested in acquiring certain rights to the Canada Digital Data for the purpose of informing land use planning activities; and

III. AND WHEREAS Canada, in support of their development of recovery strategies for species at risk and in order to meet their obligations under the *Species at Risk Act* (including Sections 39 and 61), is willing to grant to the Licensee certain rights to the Canada Digital Data,

NOW THEREFORE, in consideration of the covenants contained in this Agreement, the Parties agree as follows:

1.0 DEFINITIONS

1.1 “**Agreement**” means this no-fee end-use licence agreement, its recitals and the schedule attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

1.2 “**Canada’s Data**” means that Data contained in the Canada Digital Data, the Intellectual Property Rights of which vest in Canada.

1.3 “**Canada Digital Data**” means the Digital Data, metadata and related documentation described in Schedule “A” attached hereto, provided by Canada to the Licensee in accordance with the terms and conditions of this Agreement. Canada’s Data is contained in the Canada Digital Data. Canada Digital Data may also contain Data, the Intellectual Property Rights of which vest with third parties, and which is licensed to Canada.

1.4 “**Data**” means any expressed original data fixed in a form giving rise to Intellectual Property Rights, such as described in Schedule “A” attached hereto.

1.5 “**Derived Products**” means any product, system, sub-system, device, component, material or software developed or caused to be developed by the Licensee that interprets the Canada Digital Data or is based on that Data, in whole or in part.

1.6 “**Intellectual Property Rights**” means any and all Intellectual Property Rights recognized by the law, including but not limited to, Intellectual Property Rights protected through legislation.

1.7 “**Party**” means either one of the signatories to this Agreement and includes their respective servants, agents and employees. “**Parties**” means the signatories to this Agreement and includes their respective servants, agents and employees.

2.0 INTELLECTUAL PROPERTY RIGHTS

2.1 Subject to section 2.2 hereof, and without affecting Canada’s Intellectual Property Rights in and to Canada’s Data and any third-party’s Intellectual Property Rights in Data contained in the Canada Digital Data, all Intellectual Property Rights in and to any modification, translation, improvement or further development made by the Licensee to the Canada Digital Data, including any Derived Product, shall vest in the Licensee or in such person as the Licensee shall decide.

2.2 All Intellectual Property Rights in and to Canada’s Data shall remain the Property of Canada. All Intellectual Property Rights in and to the Data contained in the Canada Digital Data which is not Canada’s Data shall remain the Property of the respective content owners and may be protected by copyright, other Intellectual Property laws, common law or international treaties.

3.0 LICENCE GRANT

3.1 Subject to this Agreement, Canada hereby grants to the Licensee a royalty-free, nonexclusive, world-wide, non-assignable licence to use, reproduce, extract, modify, translate and further develop the Canada Digital Data, for the Licensee's own internal use, and as is necessary for the manufacture and distribution of Derived Products, for the whole of the period of time described in section 8.0 below (*Term*) PROVIDED all reproductions of the Canada Digital Data include the notice provided in section 5.1 and shall carry the caveat contained in section 7.1 hereof. For clarity, and as indicated in subsection 1.5 above, a Derived Product does not contain Canada Digital Data, in whole or in part.

4.0 RESTRICTIONS ON USE OF THE CANADA DIGITAL DATA

4.1 Notwithstanding section 3.1 above, the Licensee shall not, nor allow or direct any person to:

- (a) disassemble, decompile except for the specific purpose of recompiling for software compatibility, or in any way attempt to reverse engineer the Canada Digital Data or any part thereof;
- (b) publish, communicate or distribute the Canada Digital Data or any part thereof, to a third party, for any purpose whatsoever; or
- (c) merge or link the Canada Digital Data with any product or database in such a fashion that gives the appearance that the Licensee may have received, or had access to, information held by Canada about any identifiable individual, family, household, organisation or business.

5.0 PROTECTION AND ACKNOWLEDGEMENT OF SOURCE

5.1 The Licensee shall include and maintain on all reproductions of the Canada Digital Data, produced pursuant to section 3.0 above, as well as all metadata that was provided by Canada with the Canada Digital Data, the following notice:

Reproduced with the permission of Environment Canada.

5.2 The Licensee shall ensure that no acknowledgment of Canada, except as permitted under section 5.1 above, shall be shown in association with any form of promotion or advertisement of Derived Products. The Licensee shall not include in its promotional material:

- (a) the name, crest, logos, flags or other insignia or domain names of Canada, without the prior written approval of Canada, which approval may be refused at Canada's sole discretion; or
- (b) any annotation of any kind that may be interpreted as an endorsement by Canada of the Derived Products.

5.3 The Licensee shall include in a prominent location on all Derived Products the following notice:

This product has been produced by or for [LICENSEE NAME] based on data provided by Environment Canada.

6.0 OBLIGATIONS OF THE LICENSEE

6.1 The Licensee shall promptly notify Canada of any infringement by third parties of the Canada Digital Data when such becomes known to the Licensee and where possible provide a sample of such infringement and co-operate with Canada in enforcing Canada's Intellectual Property Rights against the infringer. The Licensee shall not institute any suit or take any action on account of any such infringements without Canada's prior written consent.

6.2 The Licensee shall not use any identifier or mark of Canada, or the name of Environment Canada in a manner that would imply that the Licensee has an exclusive arrangement for any or all of the Canada Digital Data, or that the Licensee has access to any confidential information or information not available to any other party.

6.3 The Licensee shall not use the Canada Digital Data in any way which in the opinion of Canada, may bring disrepute to or prejudice the reputation of Canada.

6.4 The Licensee shall supply to Canada, prior to its use or publication, a copy of all recommended marketing and promotional literature that identifies the Canada Digital Data or refers to the relationship between the Licensee and Canada. Canada shall notify the Licensee of any required changes within seven (7) working days of receipt of the materials. The Licensee shall make all changes to such materials as Canada, in its sole discretion, deems advisable.

6.5 The Licensee shall promptly notify Canada of any action or proceeding or any event that may affect its ability and capacity to exercise its licensed rights and fulfill its obligations under this Agreement.

7.0 REPRESENTATIONS, WARRANTIES, INDEMNITIES

7.1 Canada makes no representation and gives no warranty of any kind with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the Canada Digital Data and expressly disclaims any implied warranty of merchantability or fitness for a particular purpose of the Canada Digital Data.

7.2 The Licensee shall have no recourse against Canada, whether by way of any suit or action or other, for any loss, liability, damage or cost that the Licensee may suffer or incur at any time, by reason of the Licensee's possession or use of the Canada Digital Data, or arising out of the exercise of its rights or the fulfillment of its obligations hereunder.

7.3 The Licensee shall at all times indemnify and hold Canada and its ministers, employees and agents harmless from all claims, demands, losses, damages, costs, actions or other proceedings

made, sustained, brought or prosecuted by any person in any manner, based upon, or occasioned by, or attributed to any injury, infringement or damage arising out of any action or omission of the Licensee, arising from erroneous communication by the Licensee, or arising from the performance or non-performance by the Licensee of its rights and obligations hereunder, or arising from the manufacture, publication, distribution or use of Derived Products.

8.0 TERM

8.1 This Agreement is effective as of the date of the last signature of the Parties and shall remain in effect for a period of five (5) years, subject to section 9.0 below.

9.0 TERMINATION

9.1 Notwithstanding section 8.0 above, this Agreement may be terminated prior to its expiration:

- (a) automatically, upon Canada giving written notice to the Licensee of a breach or default by the Licensee of any of the terms and conditions of this Agreement;
- (b) upon written notice of termination given by either Party at any time, and such termination shall take effect thirty (30) days after the receipt by the other Party of such notice; or
- (c) upon written agreement of the Parties.

9.2 Upon the expiration or termination of this Agreement, for whatever reason, the obligations of Canada hereunder shall immediately cease, the Licensee's rights as granted hereunder shall immediately cease, and the Licensee shall return to Canada, or destroy the Canada Digital Data and all reproductions thereof, and certify in writing to Canada, within thirty (30) days of expiration or termination, that this has been done.

9.3 Notwithstanding the expiration or termination of this Agreement, all agreements entered into prior to such expiration or termination by the Licensee, in the exercise of its rights hereunder and in conformity with the requirements set out herein, and all obligations imposed therein shall continue in full force and effect subject to their terms.

9.4 All obligations of the Parties which expressly or by their nature survive expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding such expiration or termination, until they are satisfied or by their nature expire. For greater clarity, and without limiting the generality of the foregoing, the following provisions survive expiration or termination of this Agreement:

- (a) section 5 (*Protection And Acknowledgement of Source*);
- (b) section 7 (*Representations, Warranties and Indemnities*); and
- (c) sections 9.2 (*Effect of Termination*).

10.0 NOTICES

10.1 Any report or notice required or permitted to be given by the Parties under this Agreement shall be in writing and given by delivering it in person, or sending it by mail, courier or facsimile addressed as follows:

if to Canada, to:

Randal Lake
Head, Species at Risk Recovery Unit
Canadian Wildlife Service, Environment Canada
5421 Robertson Road Delta, BC, V4K 3N2

and if to the Licensee, to:

10.2 Any such report or notice shall be effectively conveyed upon receipt, unless received on a day which is not a business day, in which case it shall be deemed to be received on the next business day. Either Party may change its address from time to time by notice given in accordance with this section, and any subsequent notice must be sent to the Party at its changed address.

11.0 GENERAL PROVISIONS

11.1 Applicable Law

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws in effect in the Province of British Columbia, and the laws of Canada, as applicable.

11.2 Entire Agreement

This Agreement, including the recitals and Schedule “A” attached hereto and incorporated herein constitute the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreement or communication of any kind between the Parties. This Agreement may only be amended in writing, signed by both Parties, which expressly states the intention to amend this Agreement.

11.3 Alternate Dispute Resolution

If a dispute arises concerning this Agreement, or if a recommended modification of any term of this Agreement cannot be agreed between the Parties, the Parties shall resolve the matter:

- (a) firstly, by negotiation;
- (b) secondly, by mediation by a mutually acceptable mediator; and
- (c) thirdly, by binding arbitration.

11.4 No Waiver

No condoning, excusing or overlooking by Canada of any default by the Licensee, at any time or times, in performing or observing any of the Licensee’s obligations hereunder, will operate as a waiver, renunciation, surrender of or otherwise affect the rights of Canada in respect of any continuing or subsequent default. No waiver of these rights will be inferred from anything done or omitted by Canada except by an express waiver in writing.

11.5 Order of Precedence

If there is a conflict or ambiguity between this Agreement and any schedules thereto, this Agreement shall prevail.

11.6 No Joint Venture/Licensee not an Agent or Partner

The Parties expressly disclaim any intention to create a partnership, joint venture or joint enterprise. The Parties acknowledge and agree that nothing contained in this Agreement nor any acts of any Party shall constitute or be deemed to constitute the Parties as partners, joint ventures or principal and agent in any way or for any purpose. No Party has the authority to act for, or to assume any obligation or responsibility on behalf of the other Party.

11.7 No Updates

Canada assumes no obligation or liability whatsoever for the provision of updates to the Canada Digital Data.

In acceptance of the foregoing, the Parties have apposed their signatures as follows:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Environment,

by: _____
Signature Date (yyyy/mm/dd) _____

_____ Title
Printed name _____

_____ Phone and email
Address _____

LICENSEE'S FULL NAME

by: _____
Signature Date (yyyy/mm/dd) _____

_____ Title
Printed name _____

_____ Phone and email
Address _____

**SCHEDULE “A” to the No-Fee End-Use Licence Agreement
DESCRIPTION OF THE CANADA DIGITAL DATA**

Canada provides to the Licensee rights to access the following Canada Digital Data in accordance with the terms and conditions of this Agreement.

Title	Critical habitat or candidate critical habitat data for species at risk within the province of British Columbia at the discretion of Environment Canada.
Description	Spatial data representing areas within which critical habitat occurs or within which candidate critical habitat being used to inform Environment Canada’s identification of critical habitat under the Species at Risk Act for species at risk occurs at the discretion of Environment Canada.
Species	Any species listed on Schedule 1 of the <i>Species at Risk Act</i> for which critical habitat is identified or for which candidate critical habitat is being considered in a draft recovery strategy or action plan.
Date of data	Varies. Refer to the metadata included with each new file.
Format of data	GIS polygon data, ESRI shapefiles, and/or pdf maps
Location of data	Within British Columbia at the discretion of Environment Canada.
Status of data	Varies. Refer to the metadata included with each new file.
Conditions of data use	<ul style="list-style-type: none"> • If applicable, member organisations (including individual bands or municipalities) may be provided and may use the data outlined above under this agreement. • The Licensee should refer to relevant recovery documents or draft recovery documents for information about specific criteria that define the critical habitat or draft critical habitat within the spatial boundaries depicted by the data. • Footnotes, captions, and map legends should refer to, as appropriate for the situation, “Area contains candidate critical habitat for species being considered for identification under the Species at Risk Act”. • Source data (e.g., species occurrence data, habitat data) used to inform critical habitat identification are not provided under this Agreement. If required, this data should be obtained from individual data custodians (e.g., BC Conservation Data Centre) and will be subject to separate data sharing agreements.

Coastal Tailed Frog

(Special Concern)



This frog is specialized for fast waters. Adults' front feet have toes that are like claws and tadpoles have a sticky sucker. It can be tan, brown, olive green or red, and can have a reddish stripe between its eyes and snout. Coastal tailed frog tadpoles scrape algae off rocks with their rows of small teeth. Juvenile and adult frogs eat spiders, snails and insects.

HABITAT

- Cold, clear, swift mountain streams that have large, smooth stones and cobbles, and are bordered by forest
- Mountainous, damp older forest with lots of ground cover

THREATS TO SURVIVAL OR RECOVERY

- Increased sand and gravel in streams (e.g., sediment from building roads along rivers and streams)
- Habitat loss, disturbance, and fragmentation from some forestry practices
- Changes or loss in stream flow and stability
- A fungal disease spreading in frogs and salamanders



Environment
Canada

Environnement
Canada

Edward's Beach Moth (Endangered)



Edward's Beach Moth is a medium-sized moth with a wingspan of 3.2 to 3.8 cm (~1.26-1.50"). Its head, body and antennae are brown-grey.

HABITAT

- Sheltered, sparsely-vegetated sandy beaches, beach dunes, and sandy beaches along saltmarshes

THREATS TO SURVIVAL OR RECOVERY

- Habitat loss due to coastal development, recreational activities, deer, and non-native invasive species such as Scotch Broom

*Note: See the recovery strategy for population and distribution objectives, a full description and maps of critical habitat, and a list of the activities likely to result in the destruction of critical habitat.

Northern Red-legged Frog

(Special Concern)



Its back is brown, grey, olive, or reddish with small black spots and flecks and two ridges down each side. The underside of its lower belly and legs are bright red, and it has gold eyes. Females can reach 10 cm (~4") long, and males less than 7 cm (~3"). Adult and juvenile Northern Red-legged Frogs eat insects and other invertebrates. Tadpoles eat mostly green algae.

HABITAT

- Slow-flowing, cool streams, ponds, marshes, or lake margins
- Aquatic plants to attach eggs to and also warmer water for tadpoles
- Mature, damp forests far from open water
- Under fallen logs, woody debris, and leaf litter to stay cool and damp

THREATS TO SURVIVAL OR RECOVERY

- Habitat loss from development
- Introduced, invasive Bullfrogs and fish that take away habitat and eat Red-legged Frogs



Western Toad (Special Concern)



It has bumpy skin that varies in colour from olive-green, to reddish-brown, to almost black. Its belly is usually pale with black splotches. Their body is stocky and they tend to walk instead of hop. Its gold-flecked eyes have horizontal pupils.

HABITAT

- Aquatic, spring breeding habitat: ponds and shallow areas of lakes, usually with a sandy or silty bottom
- Terrestrial, summer habitat: adults and juveniles use forests and forest openings, shrub and marsh areas and may be found long distances from water bodies
- Over-wintering habitat: Western Toads hibernate on land, typically in coniferous forests, in used cavities (e.g., rodent burrows) below the frost line

THREATS TO SURVIVAL OR RECOVERY

- Habitat loss and being run over by vehicles
- Expanding residential development
- A fungal disease spreading in frog and salamander species



District of Ucluelet and Ucluelet Tourism Association Tourism Promotion Agreement

File: 2240-20 TU

Term: January 1, 2016 - May 31, 2018

THIS AGREEMENT dated for reference the _____ day of _____, 2016.

BETWEEN:

DISTRICT OF UCLUELET, a municipality having its offices at 200 Main Street, P.O. Box 999, Ucluelet, British Columbia, V0R 3A0 (telephone: 250-726-7744; facsimile: 250-726-7335)

(the "District")

OF THE FIRST PART

AND:

UCLUELET TOURISM ASSOCIATION, an independent entity, with a mailing address of P.O. Box 698, Ucluelet, British Columbia, V0R 3A0 (email: info@discoverucluelet.com)

(the "UTA")

OF THE SECOND PART

WHEREAS:

- A.** The Municipal and Regional District Tax (MRDT) is a program enabled by Section 123 of the *Provincial Sales Tax Act*, which imposes a tax of up to three percent on the purchase price of accommodation in a designated accommodation area on behalf of a municipality, regional district, or eligible entity (designated recipient);
- B.** The District is recognized by the Ministry of Jobs, Tourism and Skills Training as a MRDT participating municipality;
- C.** The UTA has agreed to provide tourism marketing, programs or projects under the MRDT to contribute to increasing tourism revenue, visitation, and economic benefits in and on behalf of the District;
- D.** The UTA has agreed to provide tourism marketing, programs, and projects in a manner authorized by the *Designated Accommodation Area Tax Regulation*;

NOW THEREFORE, in consideration of the premises and the terms, conditions, consideration, warranties, and representations contained herein, the parties hereto covenant and agree with each other as follows:

1. TERM

1.1 Commencing on the 1st day of January, 2016, to and including the 31st day of May, 2018, the UTA shall provide tourism marketing, programs and projects on behalf of the District pursuant to the terms of this Agreement.

2. FUNDING CONDITIONS

2.1 The District will forward to the UTA funds received under the MRDT program, which is in effect for the period of January 1, 2016 to May 31, 2018.

2.2 The District will retain \$1,000 each year to cover administration costs associated with this Agreement.

2.3 The UTA agrees to receive MRDT funds from the District in accordance with this Agreement.

2.4 The UTA shall use MRDT funds provided by the District for the purpose of providing tourism marketing, programs and projects for the District in keeping with the approved budget and tactical plan (Appendix D).

2.5 The UTA shall keep all undisbursed MRDT funds in a separate interest-bearing account. All interest earned on the MRDT funds shall form part of the MRDT funds for the purpose of providing tourism marketing, programs and projects.

2.6 The UTA shall keep adequate accounting records each year of all MRDT-related expenditures and maintain those records for seven years. These records shall be made available to the District upon request.

2.7 Revenues earned from activities and projects financed by the MRDT funds shall form part of the MRDT funds for the purpose of providing tourism marketing, programs and projects in keeping with the approved budget and tactical plan (Appendix D).

2.8 The UTA and District shall not, without prior written consent of the other party, incur any expense in the name of or for which the other party shall be required to reimburse the other, or for which the other party in any other way shall be liable to any other person, excepting pursuant to the terms of this Agreement. Neither party shall have authority to contract or incur any liability in the name of the other party.

2.9 The UTA shall expend all MRDT funds by May 1st, 2018, and shall not incur any liability for which the MRDT funds are to be utilized beyond May

31st, 2018. Any MRDT funds unspent at that time shall be remitted to the District.

3. BUDGET

- 3.1** The District acknowledges that the UTA fiscal period is January 1 - December 31.
- 3.2** Upon signing of this Agreement, the UTA shall submit to the District an annual budget, approved by resolution of the Board of the UTA for the current fiscal year relating to the expenditure of the MRDT funds. The budget shall outline the sources of revenue and nature of operating and capital expenditures to be financed by the MRDT funds.
- 3.3** Prior to January 1st of each year of the term of this Agreement, the UTA shall submit to the District an annual budget, approved by resolution of the Board of the UTA for the current fiscal year relating to the expenditure of the MRDT funds. The budget shall outline the sources of revenue and nature of operating and capital expenditures to be financed by the MRDT funds.
- 3.4** The District shall within 45 days of receipt of the proposed budget submitted by the UTA pursuant to Sections 3.2 or 3.3 of this Agreement, notify the UTA in writing as to whether the budget is approved, or whether the District requests changes to the budget. In the event that the UTA and the District are unable to agree upon a budget, then the provisions of Section 10 of this Agreement shall apply. The UTA acknowledges and agrees that it shall only expend monies from the MRDT funds in accordance with a budget, as approved or determined pursuant to this Section.
- 3.5** The parties acknowledge and agree that the MRDT funds will be a variable amount, and any budget will be based upon an estimate of MRDT funds to be received by the UTA. In the event that the MRDT funds in any fiscal year are less than estimated, the UTA may reduce its expenditure on any particular approved budget item or items, in its sole discretion. In the event that the MRDT funds in any fiscal year are greater than estimated, the UTA may, with the written consent of the District, where such consent is not to be unreasonably withheld, expend such excess funds on any particular budgeted item or items in the fiscal year, or alternatively, utilize such excess funds in a future fiscal year.

4. PAYMENT

- 4.1** The District shall transfer the MRDT funds received from the Province of British Columbia to the UTA within 21 days of receipt of the MRDT funds by the District with the first transfer of MRDT funds being within 15 days of receipt of the signed Agreement. The District shall, on the request of the

UTA, provide an accounting of the MRDT funds received from the Province of British Columbia.

5. REPORTING

5.1 The UTA shall provide to the District an annual report by January 31st, for the 12 month period ending December 31st, in each year and a final report by December 31, 2018 detailing the manner in which the MRDT funds were spent in regards to tourism marketing, programs and projects, including unaudited financial statements of such revenue and expenditures as per Appendix B of this Agreement.

6. COMPLIANCE WITH REGULATIONS

6.1 The UTA shall in all respects abide by and comply with all applicable lawful rules, regulations and bylaws of the federal, provincial, local governments, or any other governing body whatsoever, in any manner affecting the MRDT funds.

7. ACCESS

7.1 A representative of the District may, upon notice to the UTA, inspect the books of account and records during normal business hours to review, copy or audit the same and such representative shall be provided with access to all accounts and records related to this Agreement.

8. INSURANCE AND INDEMNITY

8.1 The UTA covenants to obtain and keep in force during the term of this Agreement at its sole expense, insurance satisfactory to the District protecting the District and the UTA (without any rights of cross-claim or subrogation against the District) against claims for personal injury, death, property damage, or third party or public liability claims arising out of, in connection with, or in any way related to works undertaken pursuant to this Agreement, in an amount not less than \$5,000,000 and with the District named as additional insured.

8.2 The UTA shall indemnify and save harmless the District from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed to any breach of any provision of this Agreement to be performed by the UTA and the officials, servants, employees, members, agents, and contractors of the UTA.

8.3 The UTA shall submit such policy or policies or certified copies thereof and any renewals thereof to the District for review and approval together with proof of payment of premiums thereof. Every policy shall contain a

provision that written 30-day notice of cancellation shall be given to the District.

9. DEFAULT AND TERMINATION

9.1 The parties hereto agree that either party may terminate this Agreement by giving the other party 90 days written notice of its intention to do so provided that in the event that the UTA has incurred a contractual obligation or other liability pursuant to an approved budget extending more than 90 days past the date that any such written notice is received by the UTA from the District, then in such an event, the District shall continue to provide MRDT funds for the purposes of such contractual obligation or other liability and the provisions of this Agreement shall continue to apply with respect to such contractual obligation or other liability.

9.2 Subject to Section 9.1, the District may terminate this Agreement if at any time, in the opinion of the District, acting reasonably, the UTA has used or dispersed MRDT funds in a manner contrary to the MRDT program and such expenditure was not authorized pursuant to an approved budget.

9.3 Subject to Section 9.1, upon termination of this Agreement, any unspent MRDT funds received shall be returned to the District.

10. DISPUTE RESOLUTION

10.1 The parties will endeavour to resolve any disputes by negotiations; however, if a dispute is not resolved by negotiation within 10 days of commencing negotiations, the UTA and District will forthwith submit the dispute to a mediator who is acceptable to both parties and whose expenses will be shared equally by them. If both parties cannot agree on a mediator, a mediator will be appointed by the British Columbia International Commercial Arbitration Centre.

10.2 If mediation pursuant to Section 10.1 does not result in a resolution of the dispute within 10 days of the commencement of mediation, the parties will forthwith submit the dispute to arbitration by a single arbitrator who is acceptable to both parties and whose expenses will be shared equally by them. If both parties cannot agree on an arbitrator, an arbitrator will be appointed by the British Columbia International Commercial Arbitration Center. The determination of the arbitrator will be conclusive and binding on the parties. The B.C. *International Commercial Arbitration Act* or successor legislation will apply to the arbitration.

11. NOTICES

11.1 Any notice or other writing required or permitted to any of the parties shall be sufficiently given if delivered personally, by courier or if transmitted by facsimile or email to the addresses or facsimile numbers specified on Page 1 of this Agreement. Such addresses, emails, and facsimile numbers may be changed from time to time by either party giving notice as above provided.

12. ASSIGNMENT

12.1 This Agreement shall not be assigned by either party without prior written approval of the other.

13. ENTIRE AGREEMENT

13.1 This Agreement shall be deemed to constitute the entire Agreement between the District and the UTA hereto with respect to the subject matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by any party to this Agreement.

14. SEVERANCE

14.1 If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

15. INTERPRETATION

15.1 Headings are inserted in this Agreement for convenience only and shall not be construed as affecting the meaning of this Agreement.

15.2 This Agreement constitutes the entire Agreement amongst the parties and there are no terms, conditions, representations, or warranties, expressed or implied, statutory or otherwise, except for those expressly set forth herein.

15.3 Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural or feminine or body politic or corporate where the context of the parties hereto so require.

15.4 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

APPENDICES

Appendix A - MRDT Program Requirements

Appendix B - Annual Financial Report

Appendix C - Annual Performance Report

Appendix D - Annual Tactical Plan

DRAFT

NOTE FROM STAFF: Appendix A through D appear in a separate package to reduce document bloat in the Agenda Package.

OFFICE OF THE PRESIDENT



February 4, 2016

Mayor Dianne St. Jacques and Council
 District of Ucluelet
 PO Box 999
 200 Main Street
 Ucluelet, BC
 V0R 3A0

Dear Mayor St. Jacques and Council,

North Island College (NIC) finalized a new five-year strategic plan, **NIC Plan2020** in June of 2015. We are very excited and committed to the overall directions that it provides for the future.

In the coming year (2016/17), we will continue striving to address the North Island region's post-secondary education and training priorities, as well as to make substantial progress in relation to our institutional goals.

The purpose of this letter, is to request an opportunity for me to meet with Council (during the April to June 2016 time period) in order to share and discuss:

- highlights of NIC's recent progress and contributions to people, community and economic development;
- our specific focus and plans for the Alberni-Clayoquot region; and
- the distinctive opportunities and challenges we face as a rural college serving a large geographic area and widely-dispersed population.

In the fall of this year, my hope is that the Council will join with NIC and other similar regional community organizations to advocate to the provincial government for changes to policies and the college funding system that would be more equitable and supportive of providing access to educational and training programs within our region and closer to home.

Thank you for considering this request. I look forward to visiting and speaking with you.

My Executive Assistant (Sue Bate) will follow-up this letter to confirm a possible date for me to attend one of your regular meetings.

Sincerely,

A handwritten signature in black ink that reads "John Bowman".

John Bowman
 President



DISTRICT OF UCLUELET

Request to Appear as a Delegation

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

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

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

The District Office will advise you of which Council meeting you will be scheduled for if you cannot be accommodated on your requested date. For more information contact the District Office at 250-726-7744 or email info@ucluelet.ca.

Requested Council Meeting Date: June 28, 2016

Organization Name: North Island College

Name of person(s) to make presentation: John Bowman, President

Topic: NIC Progress, Priorities and Challenges

Purpose of Presentation: Information only
 Requesting a letter of support
 Other (provide details below)

Please describe:

Please refer to the attached letter to Mayor St. Jacques and Council (3 bullets in the 3rd paragraph).

Contact person (if different from above): Sue Bate

Telephone Number and Email: 250 334 5270 sue.bate@nic.bc.ca

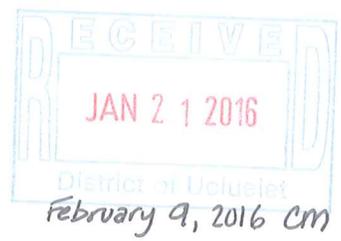
Will you be providing supporting documentation? Yes No

If yes, what are you providing?

Handout(s)
 PowerPoint Presentation

Note: Any presentations requiring a computer and projector/screen must be provided prior to your appearance date. The District cannot accommodate personal laptops.

Filecode: 0400-20 HERIT
X-Ref:
Forwarded to: Council, Andrew
Physical [x] Electronic



Happy New Year! We are excited to begin 2016 by presenting you with this year's Heritage Week poster.

Heritage BC held a photo contest to find images of **Distinctive Destinations** all over the province for our Heritage Week poster. Thank you to all those who entered!

Congratulations to the Britannia Mine Museum for their winning photo submission!

Heritage Week is celebrated in communities throughout British Columbia every year, commencing on national Heritage Day, the third Monday in February. Each year Heritage BC publishes and sends out Heritage Week posters to our members, other heritage associations, business associations, schools, libraries, and government.

This year's Heritage Week theme, which is set by the National Trust for Canada, is **Distinctive Destinations: Experience Historic Places**.

Heritage Week themes open up a myriad of possibilities to recognize community heritage buildings, places and history, organize special events and celebrations, and forge partnerships with local business interests.

This year, celebrate British Columbia's **Distinctive Destinations**, and plan your trip to a historic place! You can also check out <http://heritagebc.ca/events/heritage-week/ideas> to find 90 ideas on ways to celebrate Heritage Week **February 15-22, 2016** across British Columbia.

Be sure to send us a list of your activities or a link to your events page and we'll post it on our website and send it out on our email UPDATE.

A PDF copy of the 2016 Heritage Week poster is now available for download at <http://heritagebc.ca/heritage-week-2016>.

Happy Heritage Week planning from the Heritage BC Team!
Kathryn Molloy

Kathryn Molloy

Karen Dearlove

Maxine Schlegel

HERITAGE WEEK



February 15-21 2016

DISTINCTIVE DESTINATIONS: EXPERIENCE HISTORIC PLACES



DISTINCTIVE (adjective): having a special quality, style, attractiveness; notable.

DESTINATION (noun): the place to which a person travels or is sent.

British Columbia's Distinctive Destinations are as varied and abundant as the province. For this year's poster, Heritage BC invited British Columbians to submit images of the places they love to visit and that attract visitors from near and far.

Lower level of the interior of Mine 3, National Historic Site and ore processing building for the former Britannia Mine, now home to the Britannia Mine Museum.

Image Credit: submitted by Britannia Mine Museum, courtesy of Destination Canada

Heritage BC



District of Ucluelet Expenditure Voucher

G-03/16

Date: February 3, 2016

Page: 1 of 4

CHEQUE LISTING:

AMOUNT

Cheques: # 23624 - # 23694	\$	109,489.30
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PAYROLL:

PR 003/16	\$	55,660.56
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	\$	165,149.86
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RECEIVED FOR INFORMATION AT MEETING HELD:

February 9, 2016

Jeanette O'Connor, CFO

Cheque #	Bank	Pay Date	Vendor #	Vendor Name	Invoice #	Description	Invoice Amount	Hold Amount	Paid Amount	Void
023624	002	22/01/2016	WC168	WORKSAFE BC	Q4/15	Q4/15	6,855.53		6,855.53	
023625	002	22/01/2016	ACE07	ALBERNI COMMUNICAT	20745	TEST/ANTENNA/SPEAK	236.21		236.21	
023626	002	22/01/2016	BE737	BENSON ERICA	121511	BENSON-JAN5-16/16	1,411.20		1,411.20	
023627	002	22/01/2016	BP940	BLACK PRESS	32759262	WINTER SUP/HOLIDAY	1,723.42		1,723.42	
023628	002	22/01/2016	BR330	BLACK ROCK MANAGEM	12860		109.35		109.35	
023629	002	22/01/2016	CAMA	CAMA - ACAM	2016	YEATES-2016/17 CAM	278.25		278.25	
023630	002	22/01/2016	CC111	CLAY & CO. WEB DES	3301	SITE MAINTENANCE	107.10		107.10	
023631	002	22/01/2016	CGISC	CGIS CENTRE	42370 42401	JAN/16 FEB/16	736.33 691.92		1,428.25	
023632	002	22/01/2016	CIVIN	CIVIC INFO	2016048	CIVIC INFO 2016	136.50		136.50	
023633	002	22/01/2016	CK608	KASSLYN CONTRACTIN	D505	D505	1,267.80		1,267.80	
023634	002	22/01/2016	CKREX	CORTES KEVIN	2016	BOOM LOG REIMBURSE	200.00		200.00	
023635	002	22/01/2016	COM36	CIVIC OWL MARKETIN	1328	ESS SHIRTS	329.91		329.91	
023636	002	22/01/2016	CP300	CRITERION PICTURES	777461 777168	JAN/16 MOVIE JAN/16 MOVIE	24.31 22.40		46.71	
023637	002	22/01/2016	DC001	DOLAN'S CONCRETE L	UP37843	REC HALL MULCH	280.84		280.84	
023638	002	22/01/2016	FPWD3	FOCAL POINT WOOD D	DEC/15	DEC/15 CONTRACT	999.60		999.60	
023639	002	22/01/2016	FW050	FAR WEST DISTRIBUT	297290 297282 297245	DOG BAGS PAPER PRODUCTS MOVIE MUNCHIES	126.97 254.17 52.97		434.11	
023640	002	22/01/2016	GE395	GALLOWAY ELECTRIC	599 600	EOC BREAKER UVFB DRYER TIMER	184.38 143.69		328.07	
023641	002	22/01/2016	HAA01	HAABC	941	HAABC 2016	150.00		150.00	
023642	002	22/01/2016	IO001	ISLAND OVERHEAD DO	53234 53233	O/H DOOR INSPECTIO P/W SHOP DOORS	1,365.53 700.46		2,065.99	
023643	002	22/01/2016	JI072	JUSTICE INSTITUTE	20044020	FIRST RESPONDER TR	262.50		262.50	
023644	002	22/01/2016	JR381	J. ROBBINS CONSTRU	2550	TRUCKING MULCH	425.25		425.25	
023645	002	22/01/2016	KA001	KOERS & ASSOCIATES	1581-002	WATER MASTER PLAN	8,519.84		8,519.84	
023646	002	22/01/2016	LY001	YOUNG ANDERSON	91368-CN 92244 92245 92248 92249 92246	119-127 1190010 1190102 1190128 1190129 1190118	327.59- 131.04 937.27 1,362.37 109.21 264.32		2,476.62	
023647	002	22/01/2016	PC336	PETTY CASH FORTUNE	121512	JAN/16-COFFEE	18.50		18.50	
023648	002	22/01/2016	PF686	PROFIRE EMERGENCY	INV013219 INV013221 INV013220	E2 SERVICE R1 SERVICE E1 SERVICE	2,202.11 850.34 524.47		3,576.92	
023649	002	22/01/2016	PI110	PUROLATOR INC	429971778	MAXXAM	27.62		27.62	
023650	002	22/01/2016	PSI99	PROCON SYSTEMS INC	INV082264	TRANSDUCER CABLES	425.25		425.25	
023651	002	22/01/2016	RP126	RAYLEC POWER LP	20166518	FLASHING STOP SIGN	3,150.00		3,150.00	
023652	002	22/01/2016	SBD01	STAPLES/BD#321 POR	14412	STORAGE BOXES	913.92		913.92	
023653	002	22/01/2016	SC003	SHARE CANADA	5699	LEMINEE	231.00		231.00	

Cheque #	Bank	Pay Date	Vendor #	Vendor Name	Invoice #	Description	Invoice Amount	Hold Amount	Paid Amount	Void
023654	002	22/01/2016	TT321	TOFINO TECH	3615	SCH WIFI	44.80		44.80	
023655	002	22/01/2016	UC142	UCLUELET CONSUMER'	71669612	#5	56.95		782.30	
					71668519	#4	120.78			
					71665428	#3	116.71			
					71665461	#24	88.68			
					71668417	PROPANE	22.60			
					71667885	#23	72.01			
					71667453	R1	45.97			
					71666618	#2	67.02			
					71668798	#2	71.41			
					71668846	#12	67.73			
					71666269	#12	52.44			
023656	002	22/01/2016	UC142	UCLUELET CONSUMER'	71671048	#5	67.13		998.38	
					71671056	#12	64.35			
					71673850	#24	132.15			
					71671113	#2	71.52			
					71674581	#23	65.72			
					71673584	#10	148.19			
					71670279	#3	131.32			
					71670407	#24	138.86			
					71670195	E2	24.00			
					71670034	#1	109.74			
					71671588	R1	45.40			
023657	002	22/01/2016	UC142	UCLUELET CONSUMER'	CO1126624	YOUTH DINNER	28.97		500.59	
					CO1084258	XMAS OPEN HOUSE	53.15			
					CO1042597	YOUTH DINNER	38.22			
					CO1090167	LED LIGHTS/TABLE C	66.14			
					CO1042710	PLAYSCHOOL SNACKS	36.60			
					CO1075267	FINANCIAL PLAN	48.29			
					CO1074655	FINANCIAL PLAN	41.99			
					CO1084299	XMAS OPEN HOUSE	87.50			
					CO1097956	UCC EXTERIOR LIGHT	24.95			
					CO1041020	YOUTH NIGHT	30.35			
					CO1096420	AFTERSCHOOL SNACKS	44.43			
023658	002	22/01/2016	VI215	VANCOUVER ISLAND A	36915AMD	HE-TIN-KIS APPRAIS	5,077.50		5,077.50	
023659	002	29/01/2016	45R27	45 ROBOTS	962	IMPORT TOOL	590.63		590.63	
023660	002	29/01/2016	AFS01	ASSOCIATED FIRE &	14307	COATS/PANTS/BOOTS	8,147.08		8,147.08	
023661	002	29/01/2016	AL001	ACKLANDS - GRAINGE	0540367	ASBESTOS TAPE	21.94		98.31	
					0539825	LIGHT BULB	76.37			
					0540922	TOWELS	167.79			
					0540921	TOWELS	167.79			
023662	002	29/01/2016	BCF01	BC FIRE TRAINING O	2052	2016 MEMBERSHIP	100.00		100.00	
023663	002	29/01/2016	BE410	BYK ENTERPRISES IN	14188	UPHOLSTERY CLEANIN	4,614.33		4,614.33	
023664	002	29/01/2016	BE737	BENSON ERICA	121517	BENSON-REIMBURSEME	61.61		61.61	
023665	002	29/01/2016	BJ685	BIRD JULIE	121518	REDEEM 129932	8,644.27		8,644.27	
023666	002	29/01/2016	BR330	BLACK ROCK MANAGEM	1187	GIFT CERTIFICATE	80.00		80.00	
023667	002	29/01/2016	CE004	CORPORATE EXPRESS	40365863	SCANNER	437.69		437.69	
023668	002	29/01/2016	cfp22	CALEDONIA FIRE PRO	15184-1	FINAL INSPECTION/S	840.00		840.00	
023669	002	29/01/2016	CK608	KASSLYN CONTRACTIN	D506	D506	582.54		582.54	
023670	002	29/01/2016	CT002	CLEARTECH INDUSTRI	143754JJP	CONTAINER RETURN	273.00		150.36	
					144464	CONTAINER RETURN	273.00			
					649457	SODIUM HYPOCHLORIT	696.36			
023671	002	29/01/2016	CUPE1	CUPE LOCAL #118	01/16	PP01&02/16	1,209.14		1,209.14	
023672	002	29/01/2016	DFC01	DUMAS FREIGHT COMP	39686	CLEARTECH	183.75		183.75	

Cheque #	Bank	Pay Date	Vendor #	Vendor Name	Invoice #	Description	Invoice Amount	Hold Amount	Paid Amount	Void
023673	002	29/01/2016	EL048	ERIK LARSEN DIESEL	713431	#12 HYDRAULICS	315.35		315.35	
023674	002	29/01/2016	EM201	EAGLE MAPPING LTD	484580	LINAR MAPPING	7,194.55		7,194.55	
023675	002	29/01/2016	F0257	FIRE CHIEFS ASSOCI	2016	2016 MEMBERSHIP	263.00		263.00	
023676	002	29/01/2016	FS004	FOUR STAR WATERWOR	46901 46912 46913	FIRE HYDRANT REPAI HEMLOCK WATER MAIN HEMLOCK WATER MAIN	614.13 515.24 517.23		1,646.60	
023677	002	29/01/2016	FSU40	FIVE STAR UNIFORMS	1652	UVFB BADGES/PINS	2,040.73		2,040.73	
023678	002	29/01/2016	HI715	HETHERINGTON INDUS	56941	WASTE PAD REMOVAL	157.50		157.50	
023679	002	29/01/2016	KS042	KARIATSUMARI SHAND	121514	KARIATSUMARI-BRONZ	3,150.00		3,150.00	
023680	002	29/01/2016	MA952	MAXXAM ANALYTICS	VA946155 VA945623	B600357 B601023	304.50 157.50		462.00	
023681	002	29/01/2016	MAL51	McELHANNEY ASSOCIA	2232038183	TOPOGRAPHIC SURVEY	7,087.50		7,087.50	
023682	002	29/01/2016	MS170	REVENUE SERVICES O	02/16	FEB/16	3,235.00		3,235.00	
023683	002	29/01/2016	P0106	PLACE TV	6764	RANGE PARTS	448.00		448.00	
023684	002	29/01/2016	PB002	PACIFIC BLUE CROSS	330841	FEB/16	7,613.14		7,613.14	
023685	002	29/01/2016	PC285	PETTY CASH - BARBA	01/16	JAN/16	177.90		177.90	
023686	002	29/01/2016	PI110	PUROLATOR INC	430032629	MAXXAM	103.28		103.28	
023687	002	29/01/2016	RF255	RUSSELL FOOD EQUIP	CN003580 VC063262	COFFEE CARAFE CUTLERY/PITCHERS	84.57- 655.20		570.63	
023688	002	29/01/2016	SBR01	SONBIRD REFUSE & R	24083 24084 24085 24067A 23242	DEC/15 WD DEC/15 P/W DEC/15 UCC UCC CREDIT AUG/15 UCC	325.50 433.26 296.63 218.82- 318.71		1,155.28	
023689	002	29/01/2016	SF061	STEVENS FLICKERINE	121313 121516	STEVENS-DEC14-17/1 STEVENS-JAN4-25/16	140.40 423.20		563.60	
023690	002	29/01/2016	SS419	SOLIDARITY SNACKS	436	ECC MEETING	38.63		38.63	
023691	002	29/01/2016	UP459	UCLUELET PETRO-CAN	17120060	#3 BATTERY	243.43		243.43	
023692	002	29/01/2016	UR849	UCLUELET RENT-IT C	22420	PUMP RENTAL	236.54		236.54	
023693	002	29/01/2016	US398	UCLUELET SECONDARY	121515	USS TRIP 2016	1,000.00		1,000.00	
023694	002	29/01/2016	WC345	WURTH CANADA LTD	22187140	GLOVES	227.10		227.10	
Total:							109,489.30	0.00	109,489.30	

*** End of Report ***



Monthly Motion Status Report

Period Covered: June 2015 – January 2016
Prepared for: February 9, 2016 Council Meeting

Council Meeting Date: June 9, 2015

Res. No.	Status	Motion
2015-159	In Process	<p>It was moved by Councillor Noel and seconded by Councillor Oliwa THAT the June 2, 2015 Committee of the Whole Recommendations (a through e) be adopted as a block.</p> <ul style="list-style-type: none"> a. THAT Council direct District staff to contact Ucluelet Secondary School to engage on how to implement emergency planning programming using the new digital sign. b. THAT the digital sign at Ucluelet Secondary School be used for community event programming in addition to emergency planning. c. THAT the digital sign at Ucluelet Secondary School be altered to show the temperature in Celsius. d. THAT the District put out a press release to announce the hiring of two seasonal bylaw services ambassadors and to provide the public with information on the mandate of these positions and the procedure for making bylaw inquiries or complaints. e. THAT the District contact the Canadian Coast Guard to request their plans for keeping the grounds at Amphitrite Point maintained, to the same standard they have been for the past 25 years, this season and into the future. <p><i>Item a - The participant agreement and policy were finalized, signed and reviewed by Council.</i></p> <p><i>Item b - The intention of the reader board is for school use and emergency notices only.</i></p> <p><i>Item c - The temperature in Celsius has been altered.</i></p> <p><i>Item d - Press release went out June 5, 2015.</i></p> <p><i>Item e - Letter sent to Canadian Coast Guard on June 16, 2015 – currently awaiting reply.</i></p>
2015-160	In Process	<p>It was moved by Councillor Mole and seconded by Councillor McEwen THAT staff be directed to bring forward a policy that addresses the issues in Whispering Pines Trailer Park.</p> <p><i>Policy is in the hands of the Park owner(s).</i></p>

Council Meeting Date: July 14, 2015

Res. No.	Status	Motion
2015-186	In Process	<p>It was moved by Councillor Oliwa and seconded by Councillor Mole THAT staff be directed to perform a cursory review of the 2015 Community Recognition Awards to determine if the District of Ucluelet would be able to participate; AND THAT a report be brought forward on options for participation.</p> <p><i>District is too late to participate in 2015 Awards; will pursue options for 2016.</i></p>

Harbour Authority Meeting Date: September 15, 2015

Res. No.	Status	Motion
HA-010	Complete	<p>It was moved by Councillor McEwen and seconded by Councillor Oliwa THAT District staff be directed to investigate whether a separate agreement exists as pertains to the Small Craft Harbour garbage bin for collection.</p> <p><i>There is no separate agreement solely for garbage bin collection at the harbour. Staff have determined that our current contractor is the most reasonably priced out of those available. The garbage bin at 52 Steps is part of the SCH expense.</i></p>

Council Meeting Date: October 27, 2015

Res. No.	Status	Motion
2015-262	In Process	<p>It was moved by Councillor Oliwa and seconded by Councillor Mole THAT Council direct staff to develop a general report on the anticipated revenues, losses, and overall impact of participation in the proposed inter-community business license; AND THAT the general report with staff recommendations be brought forward for Council's review.</p> <p><i>Initial report provided to Council on February 1, 2016.</i></p>
2015-268	In Process	<p>It was moved by Councillor Oliwa and seconded by Councillor Mole THAT staff be directed to pursue an interim agreement with the appropriate government body to expedite the transfer of the Coast Guard house to boost Ucluelet's economic development initiatives.</p> <p><i>CAO is following up with appropriate contact.</i></p>

Council Meeting Date: November 10, 2015

Res. No.	Status	Motion
2015-274	Not Started	<p>It was moved by Councillor Mole and seconded by Councillor McEwen THAT Council direct staff to review and follow-up with the Army, Navy, and Airforce Veterans group regarding the request to allow public parking in their private lot during the busy summer season.</p> <p><i>Planning will review in Spring 2016.</i></p>

Res. No.	Status	Motion
2015-281	In Process	It was moved by Councillor McEwen and seconded by Councillor Oliwa THAT Council direct staff to approach the Onni Group regarding the possibility of their providing parking for users of the Wild Pacific Trail - Ancient Cedars Loop. <i>Waiting for response.</i>

Council Meeting Date: November 24, 2015

Res. No.	Status	Motion
2015-303	In Process	It was moved by Acting Mayor Oliwa and seconded by Councillor Mole THAT staff be directed to prepare a report on the action plan and the budget necessary to enforce business licensing and inspections in bylaw 922, 2003.

Harbour Authority Meeting Date: December 2, 2015

Res. No.	Status	Motion
HA-022	In Process	It was moved by Councillor Noel and seconded by Councillor Oliwa THAT the Harbour Authority direct staff to investigate implementation of restricted access to the Main Street Wharf for the purpose of limiting large vehicle traffic only.

Council Meeting Date: December 8, 2015

Res. No.	Status	Motion
2015-311	In Process	It was moved by Councillor Noel and seconded by Councillor Oliwa THAT Council write a letter of support for the BC Shrimp-By-Trawl fishery in favour of allowing the use of "BRD-LED" technologies to reduce the by-catch of Eulachon. <i>Awaiting signature.</i>
2015-322	In Process	It was moved by Councillor Noel and seconded by Councillor Mole THAT Council direct staff to contact the Ministry of Transportation and Infrastructure to express concern with the lack of signage for flooding conditions on Highway 4. <i>Awaiting response from Ministry's Acting Operations Manager.</i>

Council Meeting Date: January 12, 2016

Res. No.	Status	Motion
2016-002	In Process	It was moved by Councillor McEwen and seconded by Councillor Oliwa THAT Council direct staff to follow up with Lance Stephenson, Area Director of BC Emergency Health Services, to discuss working together to help improve local emergency preparedness.

Res. No.	Status	Motion
2016-007	In Process	It was moved by Councillor Noel and seconded by Councillor Mole THAT Council direct staff to pursue and collect additional information on the Ministry of Environment's Land Based Spill Preparedness and Response in British Columbia regime.
2016-008	In Process	It was moved by Councillor Noel and seconded by Councillor Oliwa THAT Council direct staff to continue to follow up with the Ministry of Transportation and Infrastructure regarding road upgrades and the District's transportation priorities.
2016-009	Complete	It was moved by Councillor Oliwa and seconded by Councillor Mole THAT Council direct staff to forward information item 7.7 to the Coastal Family Resource Coalition and Ucluelet & Area Childcare Society for their information.
2016-010	Complete	It was moved by Councillor McEwen and seconded by Councillor Mole THAT Council direct staff to write a letter to the local Canada Post Office verifying that the Ucluelet & Area Historical Society has a physical address at 200 Main Street.
2016-011	In Process	It was moved by Councillor Oliwa and seconded by Councillor Mole THAT Council direct staff invite Marcie DeWitt and Eunice Joe from the Alberni-Clayoquot Health Network, and Marie Duperreault, VIHA Director for Port Alberni and the West Coast, to meet with Council. <i>Tentatively looking at late February for a meeting.</i>
2016-019	Complete	It was moved by Councillor Mole and seconded by Councillor Oliwa THAT Council direct staff to forward late agenda item 11.2 to local MP, Gord Johns, and to local MLA, Scott Fraser, for their information.
2016-022	In Process	It was moved by Councillor McEwen and seconded by Councillor Noel THAT Council approve recommendation 1 of report item 8.7 "Ucluelet Recreation Commission", which states: 1. THAT Council advise staff as to desired next steps in pursuit of re-establishing a Recreation Commission. AND THAT Council direct staff to amend the wording of the Ucluelet Parks and Recreation Terms of Reference, bullet four, under 'Purpose' to read as follows: "To establish any ad hoc or project committees, as it deems necessary from time to time, to assist the Commission in the performance of its responsibilities." <i>Advertisements for commission members published to District media outlets and in Westerly for week of Jan.27 and Feb.3</i>
2016-024	Complete	It was moved by Councillor Oliwa and seconded by Councillor Mole THAT Council direct staff to compile and bring forward information on Ministry of Jobs, Tourism and Skills Training programs including "BC On The Move", "Gaining The Edge", and Destination BC funding opportunities, as well as supporting documentation on Resort Municipality Initiative spending guidelines.

Res. No.	Status	Motion
2016-031	In Process	It was moved by Councillor McEwen and seconded by Councillor Oliwa THAT Council refer information item 7.3 "Discussion of the BC Emergency Program Act" to staff for input.
		<i>Mid Island Emergency Managers and Coordinators (MIEMC) have sent a letter asking for a 6 month extension to review this act. Staff are preparing an independent review for Council.</i>
2016-032	In Process	It was moved by Mayor St. Jacques and seconded by Councillor Oliwa THAT Council direct staff to invite Bill Dawson from BC Assessment to speak to assessments in Ucluelet.
		<i>COW Meeting set for February 22, 2016 at 3pm.</i>
2016-042	Complete	It was moved by Councillor Oliwa and seconded by Councillor McEwen THAT Council direct staff to write a letter for the Ucluelet Chamber of Commerce in support of the District of Ucluelet hosting the BC Rural Community Summit in April 2016.
2016-044	In Process	It was moved by Councillor Oliwa and seconded by Councillor McEwen THAT Council direct staff to write a letter to the Pacific Salmon Foundation in support of the Thornton Creek Enhancement Society's grant application.
		<i>Awaiting signature.</i>



STAFF REPORT TO COUNCIL

Council Meeting: Feb 9, 2016
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOHN TOWGOOD, PLANNER 1

FILE NO: 3060-20 **REF. NO:** DP16-01(A1)

SUBJECT: AMENDMENT TO DEVELOPMENT PERMIT DP16-01 FOR 166 FRASER LANE

ATTACHMENT(S): APPENDIX A- AMENDMENT SKETCHES
APPENDIX B- JANUARY 26TH DP REPORT

RECOMMENDATION(S):

1. **THAT** Council approve the issuance of an amendment to Development Permit DP16-01 for Lot 1, Plan VIP36002, District: 09 (166 Fraser Lane), that considers the variances given in the original Development Permit against a proposed increase in the building height as outlined within the body of this report
2. **THAT** the amendment to Development Permit DP16-01 for Lot 1, Plan VIP36002, District: 09 (166 Fraser Lane) be considered and denied.

PURPOSE:

To consider an amendment to DP16-01 that considers the variances given in the original Development Permit against a proposed increase in the building height.

BACKGROUND

Planning Staff are in receipt of an application for a Development Permit amendment at the above referenced address. The applicant recognized after the DP16-01 was approved that his proposed building was not going to be comparable to the existing building height at 7.6m (25ft). The applicant has indicated that the building will actually be 8.7m (28.5ft) which is still well below the 11m (36ft) allowed. Since the variances approved under DP16-01 were approved based on the height being comparable to the existing building an amendment is needed to recognize the increase in height. It should be noted that a denial of this amendment will affect the height extension request only. The applicant will maintain the variances given in DP16-01 for a building with a height comparable to the existing building.

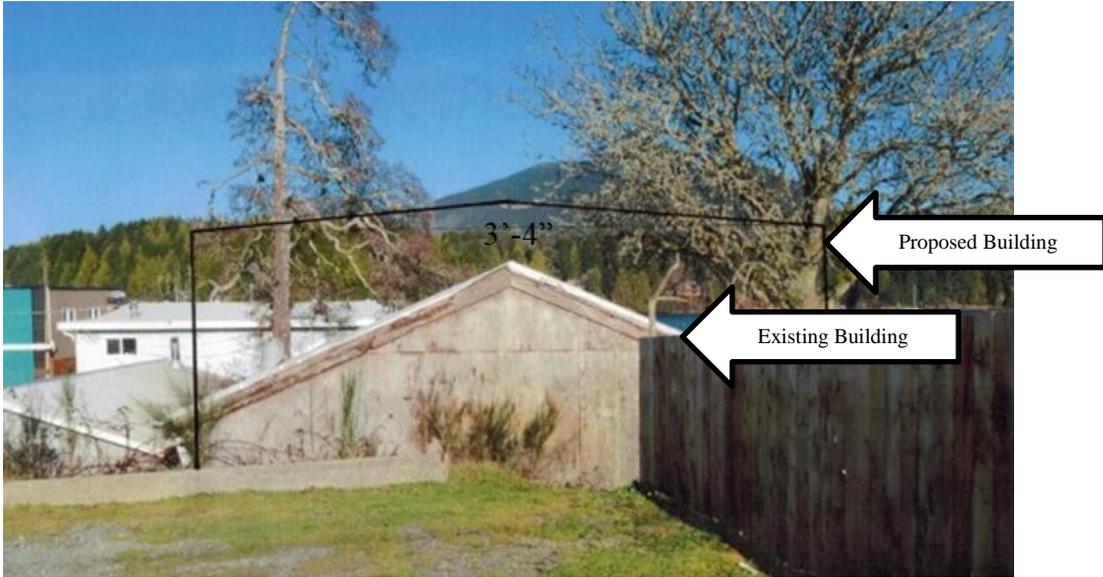


Figure 1

SUMMARY:

The proposed change in height does effect the water view of the properties immediately behind the subject property. The applicant has stated the increase in the buildings massing is required for the building and repairing of boats. The building will still be under the maximum height allowed in CS-1 of 11m (36').

Respectfully submitted:

John Towgood, Planner 1





FOR REFERENCE



Council Meeting: Jan 26th, 2016
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOHN TOWGOOD, PLANNER 1

FILE NO: 3060-20 REF. NO: DP16-01

SUBJECT: DEVELOPMENT PERMIT FOR 166 FRASER LANE

ATTACHMENT(S): APPENDIX A- DP APPLICATION

RECOMMENDATION(S):

1. **THAT** Council approve the issuance of Development Permit DP16-01 for the rebuilding of a boat shed per sketches and notes submitted by the property owner attached as **Appendix A** and to the conditions outlined within the body of this report which includes the following variances to the Zoning Bylaw:
 - a. A setback of 4.15m where Section 306.2 (1) (a) of the Zoning Bylaw states “that no building or structure may be placed, constructed, sunk into, erected, moved, sited, altered or enlarged within... 7.5m of the natural boundary of the ocean”; **and**
 - b. A Minimum setback of 0.3m where Section CD-1.6.1 (1) (c) of the Zoning Bylaw states that an interior side yard of 5.0m is required: **or**

2. **THAT** the Development Permit DP16-01 for Lot 1, Plan VIP36002, District: 09 (166 Fraser Lane) be considered and denied.

PURPOSE:

To consider the insurance of a Development Permit (DP) for the rebuilding of a boat shed located at 166 Fraser Lane (Figure 1) in accordance with the Development Permit Guidelines for Development Permit Area No.1 (Village Square) under the Official Community Plan (OCP).

BACKGROUND

Planning Staff are in receipt of an application for a Development Permit at the above referenced address. The subject property falls within the area described in the OCP as Development Permit Area No.1 (Village Square). The category under the Local Government Act in which this Development Permit Area was established relates to:

- Revitalization of an area in which a commercial use is permitted; and
- Establishment of objectives for the form and character of development in the resort region.

OVERVIEW OF DEVELOPMENT PROPOSAL:

The Applicant is proposing to replace an existing wood post beam and plywood structure that is used for the maintenance and rebuilding of boats with a metal building (Figure 2). The proposed building will be of the same size and height of the existing structure and will be blue in color.



Figure 1



Figure 2

DEVELOPMENT PERMIT AREA NO.1 (VILLAGE SQUARE) GUIDELINES

The Development Permit Area No.1 (Village Square) guidelines speak to creating a district and vibrant and mixed-use Village Square area. The guidelines require that development reflect the west-coast fishing village character and cultural heritage of Ucluelet. The area around the building is mostly landscaped or left to its natural state and the replacement of this structure

ZONING:

The subject site fall within the CS-1 Village Square Commercial which allows for the existing and proposed use;

CS-1.1.1 (1) (s) Boat Building and Repair

With Boat Building and Repair being defined as:

“Boat Building and Repair” means the use of land, buildings or structures for the manufacturing, servicing or repair of watercraft;

The existing boat structure was built pre 1970 as indicated on a survey plan and the area had different property configurations. In 1980 the properties were reconfigure to allow the existing buildings including the subject and thus giving the existing subject boat shed a lawful non-conforming status. However the lawful non-conforming status only applies to the existing building and the replacement structure will require the following variances;

- a. A setback of 4.15m where Section 306.2 (1) (a) of the Zoning Bylaw states “that no building or structure may be placed, constructed, sunk into, erected, moved, sited, altered or enlarged within... 7.5m of the natural boundary of the ocean”; **and**
- b. A setback of 0.3m where Section CD-1.6.1 (1) (c) of the Zoning Bylaw states that an interior side yard of 5.0m is required:

The owner has indicated that the height will be comparable to the existing building at 7.6m (25ft) which is well below the 11 m (36ft) allowed.

SUMMARY:

The proposed rebuilding of this boat shed for Pioneer Boat Works is directly in line with the revitalization of commercial uses with in the Village Square. The Boat Building and Repair use is both culturally and historically significant to Ucluelet’s identity and an important element to preserve. The proposed metal cladding siding distinctly reflects a west-coast fishing village form and character. The size and shape of the building is not proposed to change mitigating the impact to the neighboring properties.

Respectfully submitted:



John Towgood, Planner 1



STAFF REPORT TO COUNCIL

Council Meeting: Feb 9, 2016

500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOHN TOWGOOD, PLANNER 1

FILE NO: 3360-20 **FOLIO:** 127.078 **REF:** RZ16-01

SUBJECT: PROPOSAL TO AMEND ZONING BYLAW NO. 1160, 2013 BY REMOVING LOT: 29, PLAN: VIP79602, DISTRICT: 09, FROM SECTION CD-3A.1.4 AND PLACE IT IN R-4 – SMALL LOT SINGLE FAMILY RESIDENTIAL

ATTACHMENT(S): APPENDIX A - REZONING APPLICATION SUBMISSION
APPENDIX B - ZONING AMENDMENT BYLAW No.1188

RECOMMENDATION(S):

THAT Council considers approval of one of the following options:

1. **THAT** Zoning Amendment Bylaw No. 1188, 2016 be given First and Second Reading and advanced to a Public Hearing; **or**
2. **THAT** the rezoning application associated with Zoning Amendment Bylaw No. 1188, 2016 be considered and determined not to proceed further.

PURPOSE:

To provide Council with information with respect to an application to rezone Lot 29, Plan VIP79602 from CD-3 mixed commercial, residential, resort condo use to R-4 Small Lot Single Family Residential

BACKGROUND:

In 2004/2005 a large 50 lot development locally known as the Rainforest Estates was created. It consisted of primarily single family dwellings with three larger mixed commercial/residential/resort condo lots (one of which is the subject lot), two large multifamily lots and a community care facility. None of the mixed commercial, residential, resort condo lots or large multifamily lots have been developed and approximately 50% of the single family residential lots still remain to be developed. Phase I of the care facility has been completed. The area has two lots that are designated parks but are not at this time developed. The last few years have seen the greatest rate of single family dwelling build-out due to the lower land costs in the area. The subject site (Figure 1) is zoned "CD-3A Subzone – District Lot 282" which supports a variety of mixed commercial, residential, resort condo uses with residential and resort condo uses only being allowed on the second floor.

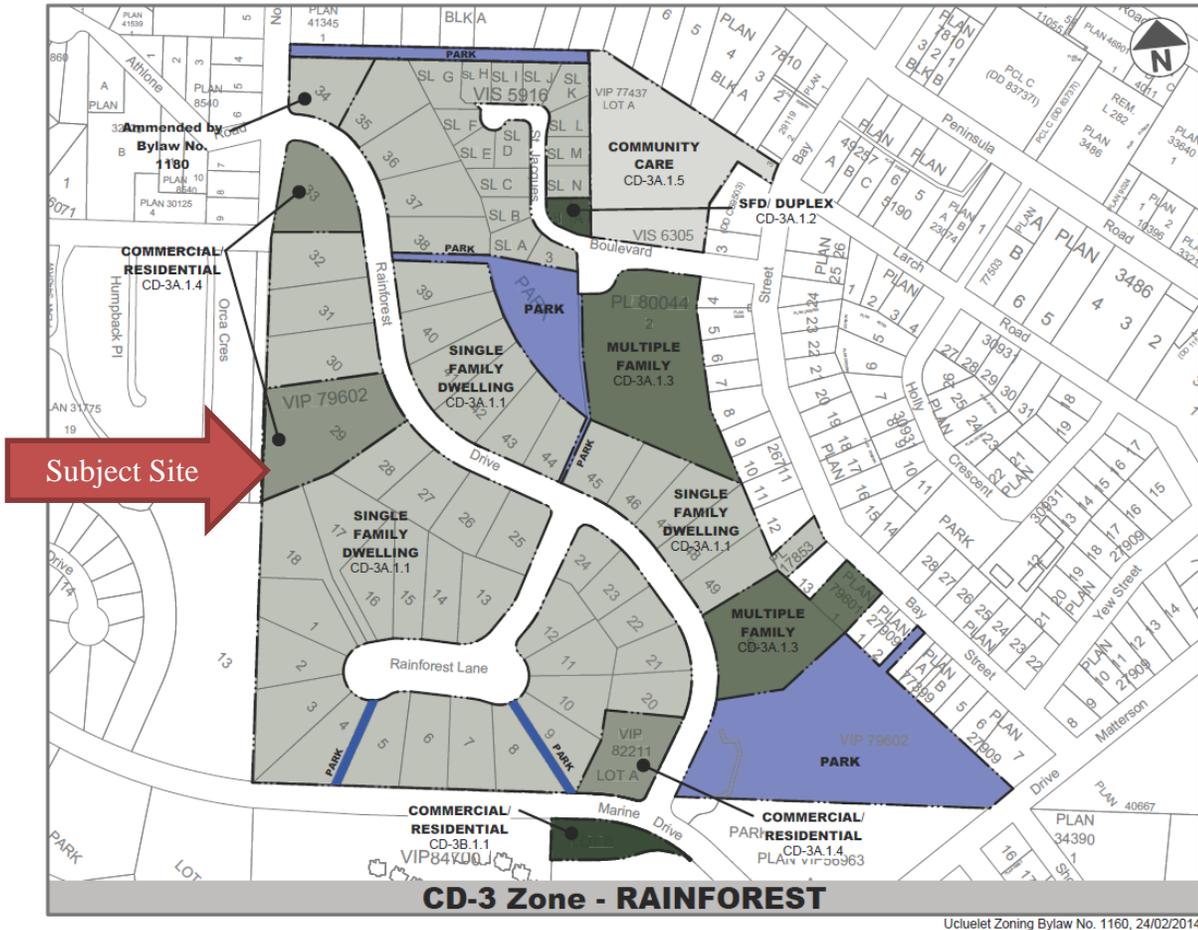


Figure 1

ANALYSIS:

This Lot was part of a large 2004/2005 development which considered density, appropriate use of parks and park contributions, affordable housing and amenities. The current title to the property does not indicate a Master Development Agreement (MDA) or long term development covenants which would affect the land uses. Planning Staff have broken down the analysis as follows:

OCP

The Official Community Plan (OCP) under Section 1.5 (1) encourages the retention of commercial uses near the Village Square or Village Core. This is further underlined in Ucluelet’s subsequent 2012 Economic Development Strategy. The subject site falls just outside the area designated as the Village Square and thus the removal of commercial uses from the subject site is not in conflict with the OCP. The rezoning to the R-4 zone is supported by Ucluelet’s affordable housing policy:

7. Encourage alternative housing options, including bare land strata and small lot subdivisions;

It is further supported by the Single Family Residential Policy:

1. Continue to acknowledge the role that single family housing plays in terms of appeal and lifestyle choice and encourage sensitive intensification (e.g. smaller lots, secondary suites, coach houses, bare land strata) where appropriate;

The potential subdivision of this lot would create a small node of small lot/small home housing and Planning Staff consider small R-4 node as a sensitive intensification of affordable housing.

Current Zoning

The subject property is currently zoned CD-3A and is part of a 2004 comprehensive development that included the Rainforest Estates subdivision, the St. Jacques subdivision, the Seaview Seniors Center and the skate park . The zoning regulations that are specific to lot 29 are as follows:

CD-3A.1.4 The following uses are permitted on Lots 19, 29, and 33, all of Plan VIP79602, in the areas of the CD-3 Zone Plan labeled "Commercial/ Residential", but secondary permitted uses are only permitted in conjunction with a principal permitted use:

(1) Principal:

- (a) Office*
- (b) Retail*
- (c) Personal Services*
- (d) Daycare Centre*
- (e) Commercial Entertainment*
- (f) Recreational Services*
- (g) Community Use*

(2) Secondary:

- (a) Mixed Commercial/Residential*
- (b) Mixed Commercial/Resort Condo*

CD-3A.3.1 Maximum Number:

Dwelling Unit component of Mixed Commercial/Residential & Mixed Commercial/Resort Condo combined:

(b) 12 dwelling units on Lot 29, Plan VIP79602

CD-3A.4.1 Principal Building:

(1) Mixed Commercial/Residential & Mixed Commercial/Resort Condo:

(b) 743.2 m² (8,000 ft²) gross floor area combined on Lot 29, Plan VIP79602;

With Mixed Commercial/Residential and Mixed Commercial/Resort Condo being defined as follows:

"Mixed Commercial/Residential" means the use of a building containing a combination of:

- (a) commercial uses that are otherwise permitted within the Zone on any storey, including commercial tourist accommodation uses not on the first storey, and*
- (b) residential uses located exclusively at the second storey or higher, unless otherwise specified in a particular Zone;*

"Mixed Commercial/Resort Condo" means the use of a building containing a combination of:

- (a) commercial uses that are otherwise permitted within the Zone, excluding commercial tourist accommodation uses, on any storey; and*
- (b) commercial tourist accommodation uses located exclusively at the second storey or higher;*

To summarize Lot 29 supports a variety of commercial use on the ground floor and up to 12 dwelling units of residential or resort condo use. The total gross floor area, combined is 743.2 m² (8,000ft²). Both the subjects property's Floor Area Ratio(FAR) and Lot coverage allow for a greater gross floor area than allowed under section CD-3A.4.1 743.2 m² (8,000 ft²) and are therefore redundant:

- The subject properties FAR is 0.50 of lot size: 6744m² x .50 = 3372m² (36,296ft²) allowable gross floor area.
- The subject properties Lot Coverage is 30% of lot size: 6744m² x .30 = 2023.m² (21,775ft²) allowable gross floor area.

The zoning for this lot can support various use combination and as a general rule of thumb, to analyze a developments impact it is best to consider the best and highest use the subject lot can support. With this in mind Planning Staff have created a couple of hypothetical buildouts.

A building with 50% commercial and 50% residential could have a possible unit makeup of:

- Four 93m² (1000ft²) commercial units on the ground floor
- Twelve 31m² (333ft²) dwelling units on the second Floor
- Total gross floor area 743.2 m² (8,000 ft²)

Planning staff would put forward the following mix is a more realistic proposal:

- Two 46.6m² (500ft²) commercial units on the ground floor
- Twelve 54m² (583ft²) dwelling units on the second Floor
- Total gross floor area 743.2 m² (8,000 ft²)

Planning staff have created the following sketches to help visualize the current zonings potential density and impact (Figure 1). It should be noted all sketches and calculations in this report are for visualization purposes only and their inclusion in this report does not verify the acceptance of the site or building design or the accuracy of the calculations by the District of Ucluelet.



Figure 1

Proposed Zoning

The applicant is proposing the subject lot be rezoned to R-4 Small lot Single Family Residential. This Zone is intended to facilitate smaller single family dwellings on smaller lots and is part of Ucluelet's affordable housing strategy. The key aspect of R-4 is its minimum lot size, 360m² (3,875ft²) and its .20 FAR allows for smaller lots

with a greater lot density while keeping the dwelling size to .20 FAR which translates to a smaller home. For comparison R-1 has a minimum Lot Size of 650 m² (7,000 ft²) and a FAR of .35.

Figure 2 below indicates what Planning Staff consider the subject lots maximum density within the R-4 zone allows eleven 360m² (3,875ft²) lots with a average home size of 72m² (775ft²) for a total gross floor area of 792m² (8,525ft²). It should be noted that this unit density and gross floor area is very similar to what is allowable under the current zoning.



Figure 2

The applicant has indicated to staff that the above density is not what they are envisioning. They envision 6 dwelling units approximately 121m² (1,300ft²) or a total gross floor area of 726m² (7,800ft²). See Figure 3 below.

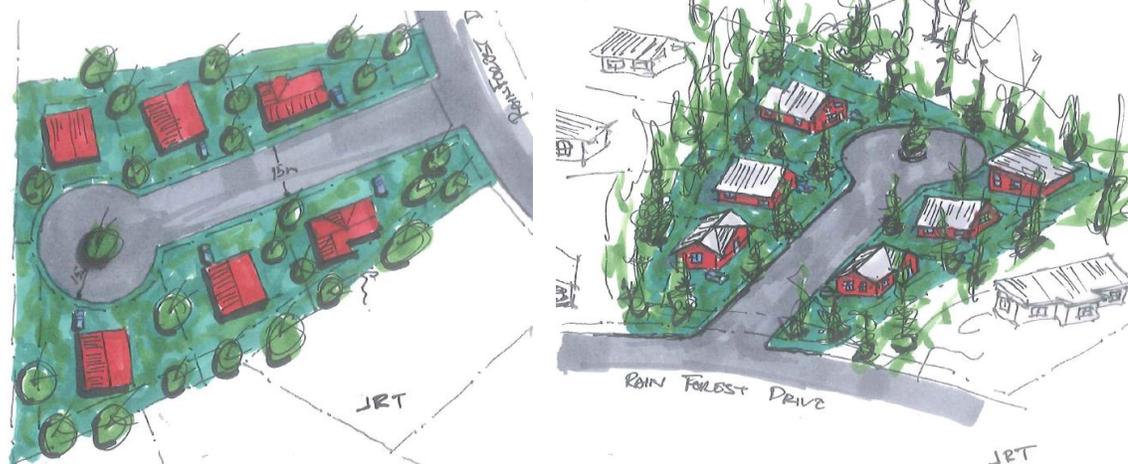


Figure 3

Affordable Housing

A healthy community has housing options with inventory available that accommodates citizens of all income groups. This can be termed the affordability ladder and Ucluelet currently has an excess inventory of larger more expensive lots. Both the current zoning and the proposed zoning represent an affordable housing opportunity but the R-4 small lot size and restrictive FAR dictate the affordable objective in a clear and direct mathematical mechanism. The current zoning does not define unit size plus by restricting dwellings to the second floor the dwelling units have to absorb the extra cost of the supporting structure and those costs effect affordability. In a broader community prospective, Planning Staff consider smaller pockets of R-4 zoning are preferable to large areas. Large areas of affordable housing can develop the stigma of slums and it is the current planning approach to have pockets or nodes of affordable or mixed affordable options with other economic housing inventory.

Commercial

The original 2004 vision of this developments commercial elements seems at odds with the neighborhood's single family dwelling focus and was likely a response to the high growth pressure of the time. To maintain commercial density in Ucluelet's commercial cores all commercial is encouraged through policy to develop within those designated areas. The exception would be commercial elements that advantage and celebrate Ucluelet's identity such as locations with coastal/water views, unique forest locations or places of historical significance.

Neighbourhood Impact and Continuity

When considering impact there is a tendency to just look at the subject lot in its undeveloped state (forest) and not in its full buildout potential. The impact of this zoning change is hard to define as this is not a direct increase or decrease of density but more a reconfiguration of density:

CD-3A

- Two 46.6m² (500ft²) commercial units
- Twelve 54m² (583ft²) dwelling units (second Floor)
- Total gross floor area of 743.2 m² (8,000 ft²)

Vs

R-4

- Eleven 72m² (775ft²) homes
- Total gross floor area of 792m² (8,525ft²).

Planning staff consider the zoning change will be negligible when comparing the potential buildouts of the current and proposed zoning. Planning staff would like to see the applicant place a covenant for a frontage greenspace of 7.5 meters plus a 6 meter green space buffer on existing internal lot lines in an attempt to mitigate any change to the continuity of the streetscape. The applicant has agreed to apply the aforementioned green spaces as part of this rezoning.

Amenity Contributions

In the original 2004 Comprehensive Development, the density bonusing framework was based on a 10% parkland dedication, amenity contribution, provided in the form of public recreational amenities, open space and green space.

1. A "tot" park worth approx. \$20,000.00;
2. A skateboard park and associated parking area worth approx. \$200,000.00;
3. The rebuilding and reconstruction of the Big Beach Trail from Bay Street to Marine Drive and dedication of a public right-of-way from Bay Street to Big Beach (Big Beach Trail) worth approx. \$25,000.00;
4. The construction 1,500 metres of Trail within District right-of-ways (1,500 metres at \$80/m) valued at \$120,000.00;
5. The donation of a 7,100 ft² lot to the District of Ucluelet for a daycare centre and the dedication of an additional 4.12 acres of parkland on DL 282. (\$50,589.00);
6. The construction of a basketball court worth approx. \$55,000.00;
7. A \$100,000.00 monetary contribution to the District of Ucluelet payable at the time of the completion of subdivision of DL 282 (2004);

All amenities from the original 2004 development have been provided, and continue to form an integral part of the community. Planning Staff have suggested to the applicant that an amenity contribution of \$10,000 to \$20,000 for the areas St. Jacques Park would be a great gesture to not only help with what Planning Staff consider an increase to the family focus to the subject lot but also to increase the applicants developments appeal. The applicant declined to offer any contribution.

SUMMARY:

Staff have met with the applicant/owner over the past few months. The removal of the commercial and the addition of small lot small housing is supported by the OCP and is currently a needed affordable element in Ucluelet's housing inventory. While a covenant for a greenspace and amenity contribution would have made this a stronger application the rezoning stands on its own merits of creating more appropriate and affordable residential uses.

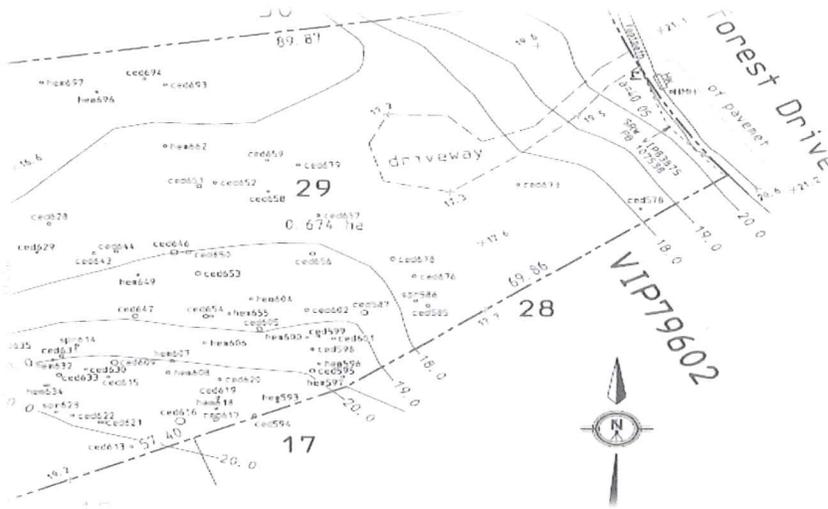
Respectfully submitted:



John Towgood, Planner 1

**RE ZONING APPLICATION
LOT 29 RAINFOREST DRIVE**

Date
January 8, 2016



Property
Lot 29 Rainforest Dr
District Lot 282
PID 026-432-331
Clayoquot Dist Plan VIP 79602
Ucluelet, BC

Applicant
Icon Developments Ltd.
1796 Rainforest Lane
Ucluelet, BC V0R 3A0

Purpose of Application

Please accept this application for the request to rezone Lot 29 Rainforest Drive, Ucluelet.

The property is currently zoned CD 3A.1.4 – Commercial Residential and which is bare land and undeveloped. We request to change this to R-4 Small Lot Single Family Residential zoning.

RE ZONING APPLICATION LOT 29 RAINFOREST DRIVE

In Support of R4 – Small Lot Single Family Residential

We believe this 'down-zoning' is to be a benefit to the community and neighbors for the following:

De-densification

- Decreases property use
- Limited to single family dwelling
- Positive neighborhood development

Complimentary to existing properties

- Only single family home built as opposed to a commercial/residential development amongst the existing single family home neighborhood
- Adjacent properties are zoned CD-3A.1.1 Single Family Dwelling and MH-Manufactured Home Park

Adding to the single family housing inventory

- Quality entry level home
- Affordable housing choice
- Alternative choice between mobile home and mansion

Attachments

Title Certificate

Site Plan

R-4 Small Lot Residential –proposed zoning

CD-3A.1.4 Commercial Residential – existing zoning

AG SURVEYS

Site Plan of:

Lot 29, District Lot 282
Clayoquot District, Plan VIP79602

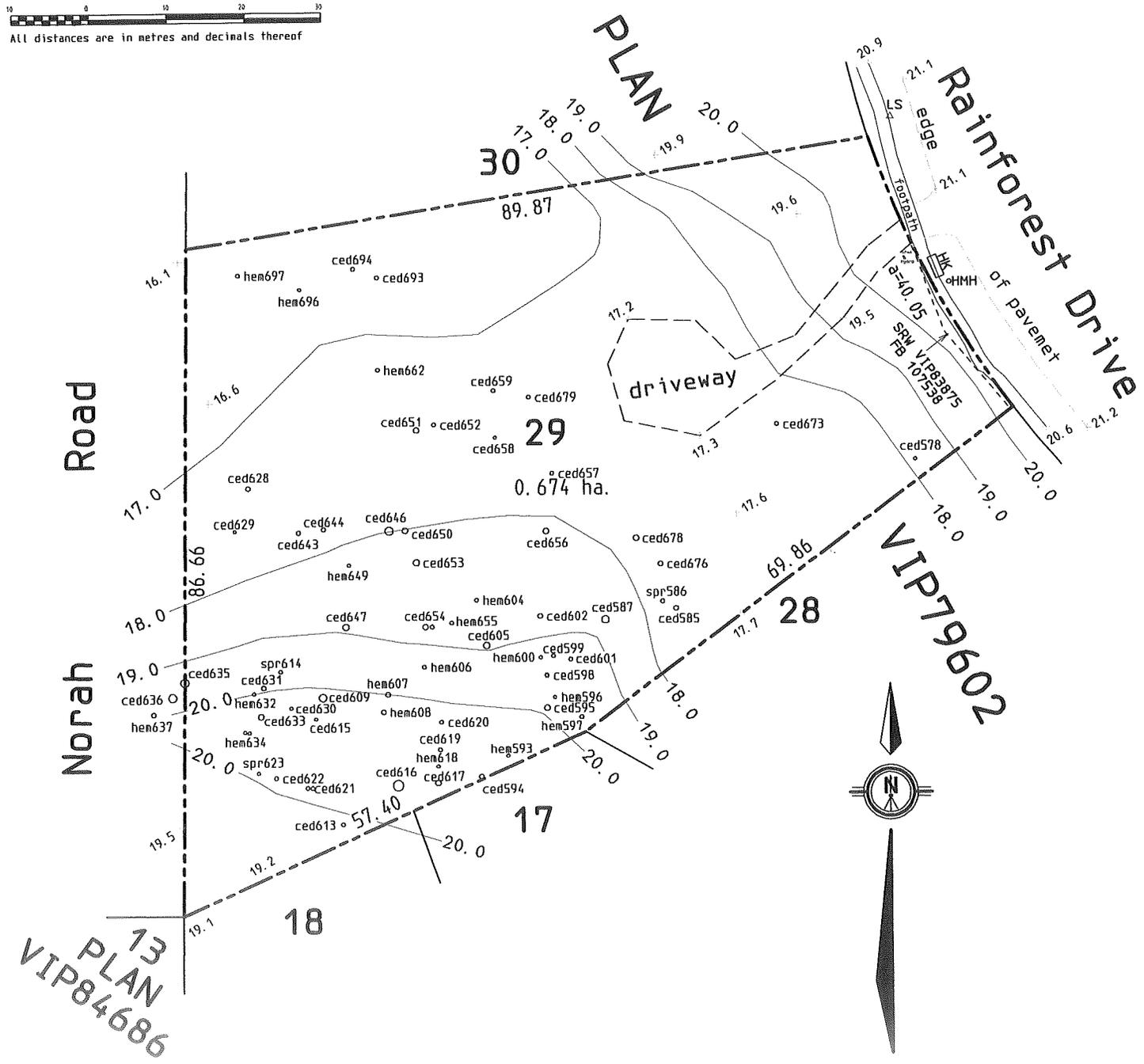
110-545 MARINE DRIVE
 UCLUELET, B. C.
 V0R 3A0
 Phone: 726-2755
 File: Rain-29

LEGEND

Elevations are geodetic
 Tree bases and canopies approximately to scale.
 Where tree location is critical, tree species
 and canopy should be confirmed by qualified arborist.

- LS \triangle - denotes lamp standard
- HO \circ - denotes hydro manhole
- HK - denotes hydro kiosk

SCALE - 1 : 7 5 0



R-4 Zone – SMALL LOT SINGLE FAMILY RESIDENTIAL

This Zone is intended to facilitate smaller single family dwellings on smaller lots, with some exceptions for The Pass of Melfort (Wild Pacific Cove) subdivision.

R-4.1 Permitted Uses

R-4.1.1 The following uses are permitted, but *secondary permitted uses* are only permitted in conjunction with a *principal permitted use*:

- (1) Principal:
 - (a) *Single Family Dwelling*
- (2) Secondary:
 - (a) *Bed and Breakfast*
 - (b) *Home Occupation*
 - (c) *Secondary Suite*

R-4.2 Lot Regulations

R-4.2.1	Minimum Lot Size:	360 m ² (3,875 ft ²)
R-4.2.2	Minimum Lot Frontage:	10 m (33 ft)
R-4.2.3	Minimum Lot Width:	N/A
R-4.2.4	Minimum Lot Depth:	N/A

R-4.3 Density:

- | | | |
|---------|---------------------------|--|
| R-4.3.1 | Maximum Density: | 1 <i>single family dwelling</i> per lot |
| R-4.3.2 | Maximum Floor Area Ratio: | 0.2, except with respect to the following: <ol style="list-style-type: none">(1) 0.35 for lands legally described as Strata Lots 2-9, 13-15, 18, 20, 22, 24 and 25, all of Section 1, Barclay District, Strata Plan VIS5896;(2) 0.39 for lands legally described as Strata Lot 1, Section 1, Barclay District, Strata Plan VIS5896;(3) 0.5 for lands legally described as Strata Lot 21, Section 1, Barclay District, Strata Plan VIS5896;(4) 0.66 for lands legally described as Strata Lot 17, Section 1, Barclay District, Strata Plan VIS5896;(5) 0.67 for lands legally described as Strata Lot 16, Section 1, Barclay District, Strata Plan VIS5896. |
| R-4.3.3 | Maximum Lot Coverage: | 45% |

R-4.4 Maximum Size (Gross Floor Area):

- R-4.4.1 Principal Building: N/A
- R-4.4.2 Accessory Buildings: 50 m² (535 ft²) combined total

R-4.5 Maximum Height:

- R-4.5.1 Principal Buildings & Structures: 8.5 m (28 ft) or 2 ½ storey
- R-4.5.2 Accessory Buildings & Structures: 5.5 m (18 ft)

R-4.6 Minimum Setbacks:

- R-4.6.1 The following minimum setbacks apply, as measured from the *front lot line, rear lot line and side lot lines(s)*, respectively:

	(a) Front Yard Setback	(b) Rear Yard Setback	(c) Side Yard – Interior Setback	(d) Side Yard – Exterior Setback
(1) Principal	4.5 m (15 ft)	6 m (20 ft)	1.5 m (5 ft)	2.5 m (8 ft)
(2) Accessory	4.5 m (15 ft)	1.5 m (5 ft)	1.5 m (5 ft)	2.5 m (8 ft)

- (1) Principal:
 - (a) *Multiple Family Residential*
- (2) Secondary:
 - (a) *Home Occupation*

CD-3A.1.4 The following uses are permitted on Lots 19, 29, 33 & 34, all of Plan VIP79602, in the areas of the CD-3 Zone Plan labeled "Commercial/Residential", but *secondary permitted uses* are only permitted in conjunction with a *principal permitted use*:

- (1) Principal:
 - (a) Office
 - (b) *Retail*
 - (c) *Personal Services*
 - (d) *Daycare Centre*
 - (e) *Commercial Entertainment*
 - (f) *Recreational Services*
 - (g) *Community Use*
- (2) Secondary:
 - (a) *Mixed Commercial/Residential*
 - (b) *Mixed Commercial/Resort Condo*

CD-3A.1.5 The following uses are permitted on Lot A Plan VIP77437, in the area of the CD-3 Zone Plan labeled "Community Care", with no *secondary permitted uses*:

- (1) Principal:
 - (a) *Community Care Facility*
 - (b) *Community Use*
- (2) Secondary: N/A

CD-3A.1.6 The following uses are permitted in the areas of the CD-3 Zone Plan labeled "Park", but *secondary permitted uses* are only permitted in conjunction with a *principal permitted use*:

- (1) Principal
 - (a) *Park*
 - (b) *Public Assembly*
- (2) Secondary

(a) *Outdoor Recreation*

CD-3A.2 Lot Regulations

CD-3A.2.1 Minimum Lot Size:

(1) Single Family Dwelling:

(a) 645 m² (6,940 ft²) for 16 small lots.

(b) 1,450 m² (15,600 ft²) for maximum of 50 lots.

(2) Multiple Family Residential: 4,856 m² (1.2 acres)

(3) Mixed Commercial/Residential: 2,305 m² (24,800 ft²)

(4) Mixed Commercial/Resort Condo: 2,305 m² (24,800 ft²)

CD-3A.2.2 Minimum Lot Frontage:

(1) Single Family Dwelling: 18 m (60 ft)

(2) Duplex Dwelling: 18 m (60 ft)

(3) Multiple Family Residential: 23 m (75 ft)

CD-3A.2.3 Minimum Lot Width: N/A

CD-3A.2.4 Minimum Lot Depth: N/A

CD-3A.3 Density:

CD-3A.3.1 Maximum Number:

(1) Single Family Dwelling: 1 per lot

(2) Duplex Dwelling: 1 per lot

(3) Multiple Family Residential: 20 dwelling units per lot

(4) *Dwelling Unit* component of Mixed Commercial/Residential & Mixed Commercial/Resort Condo combined:

(a) 6 dwelling units on Lot 19, Plan VIP79602

(b) 12 dwelling units on Lot 29, Plan VIP79602

(c) 6 dwelling units on Lot 33, Plan VIP79602

(d) 6 dwelling units on Lot 34, Plan VIP79602

CD-3A.3.2 Maximum Floor Area Ratio:

(1) Single Family Dwelling: 0.50

(2) Duplex Dwelling: 0.50

(3) Multiple Family Residential: 0.70

(4) All other uses 0.50

CD-3A.3.3 Maximum Lot Coverage:

(1) Single Family Dwelling: 35%

- (2) Duplex Dwelling: 35%
- (3) Multiple Family Residential: 40%
- (4) All other uses: 30%

CD-3A.4 Maximum Size (Gross Floor Area):

CD-3A.4.1 Principal Building:

- (1) Mixed Commercial/Residential & Mixed Commercial/Resort Condo:
 - (a) 557.4 m² (6,000 ft²) *gross floor area* combined on Lot 19, Plan VIP79602;
 - (b) 743.2 m² (8,000 ft²) *gross floor area* combined on Lot 29, Plan VIP79602;
 - (c) 557.4 m² (6,000 ft²) *gross floor area* combined on Lot 33, Plan VIP79602;
 - (d) 464.5 m² (5,000 ft²) *gross floor area* combined on Lot 34, Plan VIP79602.
- (2) All other uses: N/A

CD-3A.4.2 Accessory Buildings:

- (1) Single Family Dwelling: 60 m² (645 ft²) combined total per lot
- (2) Duplex Dwelling: 60 m² (645 ft²) combined total per lot
- (3) Multiple Family Residential: 300 m² (3,225 ft²) combined total per lot
- (4) All other uses: 80 m² (861 ft²) combined total per lot

CD-3A.5 Maximum Height:

CD-3A.5.1 Principal Buildings & Structures:

- (1) Single Family Dwelling: 9 m (30 ft) or 2 ½ storey
- (2) Duplex Dwelling: 9 m (30 ft) or 2 ½ storey
- (3) Multiple Family Residential: 11 m (36 ft) or 3 storey
- (4) All other uses: 10 m (33 ft)

CD-3A.5.2 Accessory Buildings & Structures: 5.5 m (18 ft)

CD-3A.6 Minimum Setbacks:

CD-3A.6.1 The following minimum setbacks apply, as measured from the *front lot line, rear lot line and side lot lines(s)*, respectively:

	(a) Front Yard Setback	(b) Rear Yard Setback	(c) Side Yard – Interior Setback	(d) Side Yard – Exterior Setback

	(a) Front Yard Setback	(b) Rear Yard Setback	(c) Side Yard – Interior Setback	(d) Side Yard – Exterior Setback
(1) Single Family Dwelling – Lots less than 1,450 m ² (15,600 ft ²) in lot area:				
(i) Principal	7.5 m (25 ft)	5 m (16.5 ft)	3 m (10 ft)	5 m (16.5 ft)
(ii) Accessory	7.5 m (25 ft)	5 m (16.5 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(iii) In addition, for principal <i>building</i> , the <i>side yards</i> combined must not be less than 20% of the <i>lot width</i> .				
(iv) In addition, for principal <i>building</i> , 15 m (50 ft) minimum <i>yard</i> setback applies to all <i>lot lines</i> abutting Marine Drive.				
(2) Single Family Dwelling – Lots at least 1,450 m ² (15,600 ft ²)				
(i) Principal	7.5 m (25 ft)	6 m (20 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(ii) Accessory	7.5 m (25 ft)	5 m (16.5 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(iii) In addition, for principal <i>building</i> , the <i>side yards</i> combined must not be less than 20% of the <i>lot width</i> .				
(iv) In addition, for principal <i>building</i> , 15 m (50 ft) minimum <i>yard</i> setback applies to all <i>lot lines</i> abutting Marine Drive.				
(3) Duplex				
(i) Principal	7.5 m (25 ft)	6 m (20 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(ii) Accessory	7.5 m (25 ft)	5 m (16.5 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(iii) In addition, for principal <i>building</i> , the <i>side yards</i> combined must not be less than 20% of the <i>lot width</i> .				
(iv) In addition, for principal <i>building</i> , 15 m (50 ft) minimum <i>yard</i> setback applies to all <i>lot lines</i> abutting Marine Drive.				
(4) Multiple Family Residential:				
(i) Principal	6 m (20 ft)	6 m (20 ft)	6 m (20 ft)	6 m (20 ft)
(ii) Accessory	7.5 m (25 ft)	5 m (16.5 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(iii) In addition, for principal <i>building</i> , 15 m (50 ft) minimum <i>yard</i> setback applies to all <i>lot lines</i> abutting Marine Drive.				
(5) <i>Community Care Facility, Daycare Centre or Community Use:</i>				
(i) Principal	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)
(ii) Accessory	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)
(6) All other uses:				
(i) Principal	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)
(ii) Accessory	8 m (26 ft)	5 m (16.5 ft)	7.5 m (25 ft)	7.5 m (25 ft)
(iii) In addition, 7.5 m minimum <i>yard</i> setback applies to all <i>lot lines</i> abutting a <i>single family dwelling</i> lot, duplex lot or <i>multiple family residential</i> lot.				

APPENDIX B

DISTRICT OF UCLUELET

Bylaw No. 1188, 2016

A bylaw to amend the "District of Ucluelet Zoning Bylaw No. 1160, 2013".

WHEREAS Section 903 and other parts of the *Local Government Act* authorize zoning and other development regulations;

AND WHEREAS the owner of PID: 026-432-331 Lot 29, District Lot 282, Clayoquot District, Plan VIP79602 (the "**Lands**"), generally as shown highlighted in black on the Schedule 'A' attached to and forming part of this bylaw, has applied to amend the District of Ucluelet Zoning Bylaw No. 1160, 2013 ("**Zoning Bylaw**") in order to remove the commercial and mixed commercial/ residential uses from the Lands and rezone the lands to R-4 Small Lot Single Family

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

1. The Zoning Bylaw is amended by deleting the Lot "29" reference for the Lands from the short legal descriptions under CD-3A.1. 4 along with consequential amendments, such that those subsections of the Zoning Bylaw read as follows:

"CD-3A.1.4 The following uses are permitted on Lots 19 and 33, all of Plan VIP79602, in the areas of the CD-3 Zone Plan labeled "Commercial/ Residential", but secondary permitted uses are only permitted in conjunction with a principal permitted use:

- (1) Principal:
 - (a) Office
 - (b) *Retail*
 - (c) *Personal Services*
 - (d) *Daycare Centre*
 - (e) *Commercial Entertainment*
 - (f) *Recreational Services*
 - (g) *Community Use*
- (2) Secondary:
 - (a) Mixed Commercial/Residential
 - (b) Mixed Commercial/Resort Condo"

2. Section CD-3A.3(4)(b) of the Zoning Bylaw is amended by deleting the 12 dwelling units assigned to the Lands as the "*Dwelling Unit* component of Mixed Commercial/Residential & Mixed Commercial/Resort Condo combined:" density, and replacing with a parenthetical annotation such that the subsection reads as follows:

"CD-3A.3	Density:	
CD-3A.3.1	Maximum Number:	
(1)	Single Family Dwelling:	1 per lot
(2)	Duplex Dwelling:	1 per lot
(3)	Multiple Family Residential:	20 dwelling units per lot

(4) *Dwelling Unit* component of Mixed Commercial/Residential & Mixed Commercial/Resort Condo combined:

- (a) 6 dwelling units on Lot 19, Plan VIP79602
- (b) *[Deleted by Zoning Amendment Bylaw No. 1188, 2016]*
- (c) 6 dwelling units on Lot 33, Plan VIP79602
- (d) *[Deleted by Zoning Amendment Bylaw No. 1180, 2015]*

3. Section CD-3A.4.1(1)(b) of the Zoning Bylaw is amended by deleting the maximum size (gross floor area) assigned to the Lands, and replacing with a parenthetical annotation such that the subsection reads as follows:

“CD-3A.4 Maximum Size (Gross Floor Area):

CD-3A.4.1 Principal Building:

(1) Mixed Commercial/Residential & Mixed Commercial/Resort Condo:

- (a) 557.4 m2 (6,000 ft2) gross floor area combined on Lot 19, Plan VIP79602;
- (b) *[Deleted by Zoning Amendment Bylaw No. 1188, 2016]*
- (c) 557.4 m2 (6,000 ft2) gross floor area combined on Lot 33, Plan VIP79602;
- (d) *[Deleted by Zoning Amendment Bylaw No. 1180, 2015]*”.

4. The Zoning Map and the CD-3 Zone Plan of the Zoning Bylaw be updated accordingly.

5. This bylaw may be cited as “Zoning Amendment Bylaw No. 1188, 2016”.

READ A FIRST TIME this XXth day of XXX, 2016.

READ A SECOND TIME this XXth day of XXX, 2016.

PUBLIC HEARING held this XXth day of XXX, 2016.

READ A THIRD TIME this XXth day of XXX, 2016.

ADOPTED this XX day of XXX, 2016.

CERTIFIED A TRUE AND CORRECT COPY of “District of Ucluelet Zoning Amendment Bylaw No. 1188, 2016.”

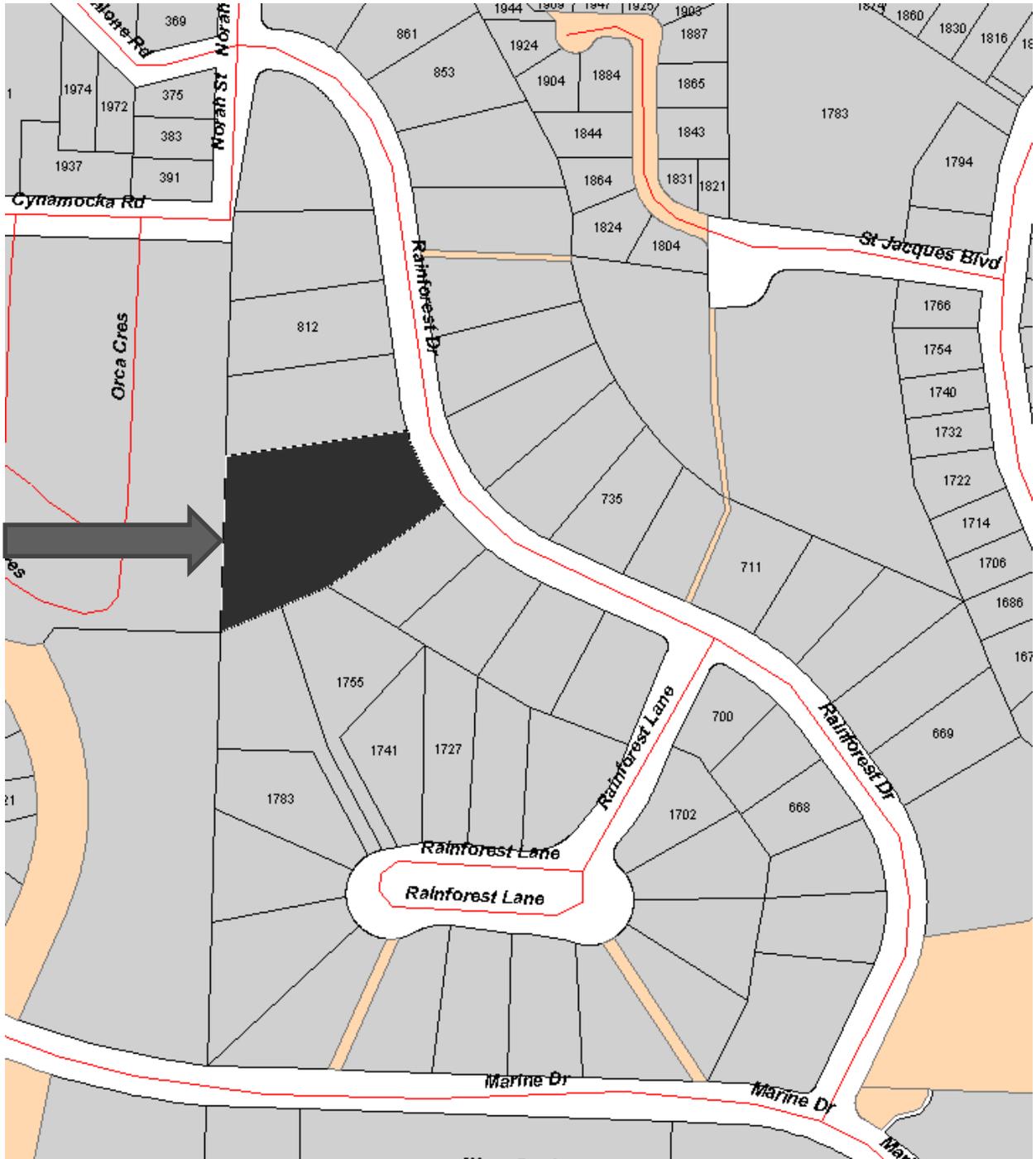
Mayor
Dianne St. Jacques

CAO
Andrew Yeates

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

CAO
Andrew Yeates

SCHEDULE 'A'
Bylaw 1188, 2016





STAFF REPORT TO COUNCIL

Council Meeting: FEB 9TH, 2016
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOHN TOWGOOD PLANNER 1

FILE NO: 3900-25 #1187

SUBJECT: PROPOSED SMOKING CONTROL BYLAW

ATTACHMENT(S): APPENDIX A - SMOKING CONTROL BYLAW NO. 1187, 2016

RECOMMENDATION(S):

1. **THAT** Council give fourth and final readings to the Smoking Control Bylaw No.1187, 2016;
or
2. **THAT** Smoking Control Bylaw No. 1187, 2016, be considered and determined to not proceed further.

PURPOSE:

The purpose of this report is to provide Council with the proposed Smoking Control Bylaw No. 1187, 2016 for consideration on its advancement to fourth and final reading.

Respectfully submitted:

John Towgood, Planner 1

APPENDIX A

DISTRICT OF UCLUELET BYLAW NO. 1187, 2016

“A Bylaw to Regulate Smoking”

WHEREAS, it is desirable for the protection, promotion and preservation of health for the citizens and visitors of the District of Ucluelet;

AND WHEREAS, Council has consulted with the medical health officer on this Bylaw and deposited a copy thereof with the Ministry of Health;

NOW THEREFORE, Council under its statutory powers, including Section 8(3)(i) of the Community Charter, S.B.C. 2003, c. 26 (the "Community Charter") and Public Health Bylaws Regulation, B.C. Reg. 42/2004, enacts as follows:

Title

- 1) This bylaw may be cited as “Smoking Control Bylaw No. 1187, 2016.”

Definitions

- 2) "E-cigarette" means a product or device, whether or not it resembles a cigarette, containing an electronic or battery-powered heating element capable of vaporizing a substance for inhalation or release into the air;
- 3) “Customer service area” means a partially enclosed or unenclosed area, including a balcony, patio, yard or sidewalk, that is part of or connected to or associated with a business or use in a building or premises that includes the service of food or alcoholic drinks to customers or other persons for consumption on site;
- 4) "Municipal Park" means any property owned and dedicated as a park by the District of Ucluelet and including but not limited to public playgrounds, playing fields, beaches, designated public spaces or public trails;
- 5) "Smoke" or "Smoking" means to purposely inhale or exhale smoke from or burn or carry, a lighted cigarette, cigar, pipe, e-cigarette or other smoking equipment that burns or vaporizes tobacco, weed or other substance;
- 6) "Building" includes a structure.

Prohibition

- 7) No person shall smoke in any part of a municipal park within the District of Ucluelet;
- 8) No person shall smoke within 8 metres measured horizontally and/or vertically of any opening into any building, including any door or window that opens or any air intake;

- 9) No person shall smoke in a restaurant;
- 10) No person shall smoke within 8 meters of “customer service areas”.

Exceptions

- 11) The District of Ucluelet reserves the right to designate smoking areas for outdoor special events.

Fines

- 12) Fines and penalties for tickets issued for offences against this bylaw shall be in accordance with Schedule “A”, attached hereto and forming part of this Bylaw.
- 13) Pursuant to section 264(4) of the *Community Charter*, the words or expressions set out in Column 1 of Schedule “A” designate the offence committed under the bylaw section appearing in Column 2 opposite the respective words or expressions.
- 14) Pursuant to section 265(1)(a) of the *Community Charter*, the amounts appearing under Column 3 of Schedule “A” are the fines set for the corresponding offences designated in Column 1 of each Schedule.

Duty of Administration and Enforcement

- 15) The intent of this Bylaw is to set standards of general public interest, and not to impose a duty on the District of Ucluelet or its employees to enforce its provisions and:
 - a) A failure to administer or enforce its provisions or the incomplete or inadequate administration or enforcement of its provisions is not to give rise to a cause of action in favour of any person; and
 - b) The grant of any approval or permission or issuance of any permit is not a representation, warranty or statement of compliance with the Bylaw and the issuance thereof in error is not to give rise to a cause of action.

Severability

- 16) Where a decision by a court of competent jurisdiction determines that any part of this Bylaw is illegal, void, or unenforceable severs, that part is deemed severed from this Bylaw and is not to affect the balance of this Bylaw.

READ A FIRST TIME this **26** day of **January, 2016**.

READ A SECOND TIME this **26** day of **January, 2016**.

READ A THIRD TIME this **26** day of **January, 2016**.

ADOPTED this **X** day of **XX, 2016**.

CERTIFIED A TRUE AND CORRECT COPY: “Smoking Control Bylaw No. 1187, 2016.”

Mayor
Dianne St. Jacques

Chief Administrative Officer
Andrew Yeates

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

Chief Administrative Officer
Andrew Yeates

SCHEDULE "A"
BYLAW 1187, 2016

SMOKING FINES

Column 1 - Offence	Column 2 - Section	Column 3 - Set Fine
Smoking in a municipal park	7	\$50
Smoking too close to a building opening	8	\$50
Smoking in a restaurant	9	\$50
Smoking too close to a customer service area	10	\$50