

Municipality of North Cowichan

Regular Council

AGENDA

Wednesday, December 18, 2019, 1:30 p.m.
Municipal Hall - Council Chambers

Pages

1. CALL TO ORDER

This meeting is open to the public. All representations to Council form part of the public record. Proceedings will be streamed live and archived at northcowichan.ca.

2. APPROVAL OF AGENDA

Recommendation:

That Council adopt the December 18, 2019 Regular Council agenda, as circulated [or as amended].

3. ADOPTION OF MINUTES

7 - 15

Recommendation:

That Council adopt the following minutes:

1. **Special Council meeting held December 4, 2019; and**
2. **Regular Council meeting held December 4, 2019.**

4. MAYOR'S REPORT

5. PUBLIC INPUT

Opportunity for brief verbal input from registered speakers regarding subsequent agenda items.

6. BYLAWS

6.1 Bylaw 3768 - "Miscellaneous Bylaws Repeal Bylaw No. 3768, 2019"

16 - 17

Purpose: To consider adopting Bylaw 3768 "Miscellaneous Bylaws Repeal Bylaw" which would formally repeal bylaws that are irrelevant, outdated, or obsolete that still have legal standing.

Recommendation:

That Council adopt "Miscellaneous Bylaws Repeal Bylaw No. 3768, 2019".

6.2 Bylaw 3769 - "Officers Amendment Bylaw, 2019"

18 - 21

Purpose: To introduce proposed amendments to the Officers Bylaw.

Recommendation:

That Council give three readings to "Officers Amendment Bylaw, No. 3769, 2019"

6.3	Bylaw 3771 - "Delegation of Authority Amendment Bylaw, 2019"	22 - 34
	Purpose: To introduce proposed amendments to the Delegation of Authority Bylaw.	
	Recommendation: That Council give three readings to "Delegation of Authority Amendment Bylaw, No. 3771, 2019".	
6.4	Bylaw 3772 - "Fees Amendment Bylaw, 2019"	35 - 39
	Purpose: To introduce proposed amendments to the Fees Bylaw.	
	Recommendation: That Council give three readings to "Fees Amendment Bylaw No. 3772, 2019".	
7.	REPORTS	
7.1	Firearms Discharge Progress Update	40 - 51
	Purpose: To consider staff's request to defer Council recommendations from the November 21, 2018 Firearms Discharge Report until January 2021.	
	Recommendation: That Council direct staff to defer public input on the proposed amendments to "Firearms Discharge Bylaw No. 3077, 2000" as per the November 21, 2018 staff report until January 2021.	
7.2	Fire Inspection Policy	52 - 57
	Purpose: To consider approving a <i>Fire Inspection Policy</i> which establishes a regular system of fire and life safety inspections of hotels and public buildings in which the frequency and method are to follow the <i>Fire Services Act</i> .	
	Recommendation:	
	<ol style="list-style-type: none"> 1. That Council direct staff to establish a regular system of fire and life safety inspections of hotels and public buildings in which the frequency and method are to follow the <i>Fire Services Act</i> by implementing the <i>Fire Inspection Policy</i> attached to the Manager of Fire and Bylaw Services December 18, 2019 report; and 2. That Council direct staff to include a full time Assistant Fire Chief to implement the Fire Inspection Program in the 2020 budget. 	
7.3	Council Strategic Plan and Priority Projects Progress	58 - 61
	Purpose: To provide Council with an update on staff's progress towards advancing Council's Strategic Plan projects and other priority work in 2019.	
	Recommendation: That Council accept the Chief Administrative Officer's December 18, 2019 report for information.	

- 7.4 Operational Strategic Plan** 62 - 88
- Purpose: To present Council with the Operational Strategic Plan 2019-2022 for information.
- Recommendation:
That Council accept the Chief Administrative Officer's December 18, 2019 report for information.
- 7.5 Council's Strategic Plan Public Engagement Results and 2020 Operationalization** 89 - 99
- Purpose: To present Council with the results of the public engagement survey on Council's Strategic Plan and provide information regarding the development of departmental business plans that will be presented to Council as part of 2020 budget deliberations to continue operationalization of Council's Strategic Plan.
- Recommendation:
That Council accept the Chief Administrative Officer's December 18, 2019 report for information.
- 7.6 School District Request for Input on Uses for Somenos Elementary Site** 100 - 101
- Purpose: To seek direction from Council on responding to a request from the Cowichan Valley School District for input as to alternate uses of the Somenos Elementary Facility, 3039 Sprout Road.
- Recommendation:
That Council direct staff to respond to the School District that North Cowichan does not wish to comment.
- 7.7 Fire Protection Service Agreements with Local First Nations** 102 - 166
- Purpose: To approve Agreements for North Cowichan to provide Fire Protection Services for Cowichan Tribes First Nation, Halalt First Nation, Penelakut First Nation and Stz'uminus First Nation.
- Recommendation:
That Council authorize the Mayor and Corporate Officer to sign agreements to provide fire protection for Cowichan Tribes First Nation, Halalt First Nation, Penelakut First Nation, and Stz'uminus First Nation, generally in the form attached to the December 18, 2019 Regular Council meeting agenda.

8. NOTICE OF MOTION

8.1 Proposed AVICC Resolution - Regional Forestry Pilot on Vancouver Island and the Coast

Purpose: Councillor Douglas gave notice that he intends to bring the following motion to the January 15, 2020 Regular Council meeting:

WHEREAS the forest industry in British Columbia is in crisis with thousands out of work and facing hardship, forestry companies curtailing operations and re-directing investment outside of the province, and once thriving communities experiencing severe economic decline;

AND WHEREAS many communities across British Columbia and globally have demonstrated that when local people are empowered to manage public forests and other resources through community forest licenses, regional trusts and other community-based governance models, they can maintain and enhance environmental sustainability, provide stable and fulfilling employment, and improve equity and fairness;

AND WHEREAS the region of Vancouver Island, Sunshine Coast, Powell River, the North Coast and the Central Coast ("Vancouver Island and the Coast") would be well-suited for a pilot for a de-centralized forestry management model because of its strong record of success in community-based forestry management;

THEREFORE BE IT RESOLVED that the Association of Vancouver Island and Coastal Communities (AVICC) call on the Province of British Columbia to pilot a de-centralized forestry management model on Vancouver Island and the Coast AND undertake the following actions as a first step to more local control:

- Establish a Regional Standing Committee of the BC Legislature composed of the MLAs for Vancouver Island and the Coast;
- Mandate the Regional Standing Committee to fund a planning exercise for Vancouver Island and the Coast that will engage local workers, communities and First Nations; and
- Appoint a forester to work with communities to develop a regional land use and resource plan for Vancouver Island and the Coast based on citizen input, and report back to the Regional Standing Committee.

8.2 Environmental Protection Bylaws

Purpose: Councillor Douglas gave notice that he intends to bring the following motion to the January 15, 2020 Regular Council meeting:

WHEREAS the Official Community Plan ("OCP") identifies the preservation of our natural environment as a fundamental principle;

AND WHEREAS the OCP also recognises that the Municipality is in the rare and endangered Coastal Douglas-fir biogeoclimatic zone and that this includes a variety of rare ecosystems as well as many provincially identified rare and endangered species;

AND WHEREAS Council has acknowledged the climate emergency we are facing and understands the added impact climate change will have on many aspects

of our environment and the immediate need to protect, steward and rehabilitate the important ecological functions and services our land base provides us;

AND WHEREAS Council's 2019-2022 Strategic Plan includes as a vision statement that we will be "...stewarding healthy forests, rivers and lakes;"

AND WHEREAS Council's Strategic Plan states as an objective that "We lead in environmental policies and practices to support the future health of the community";

AND WHEREAS Council's Strategic Plan has a number of priority items related to strengthening our protection of the environment, including: supporting the health of our beaches, making environmental improvements to Quamichan and Somenos Lakes, developing a municipal biodiversity protection strategy, and strengthening environmental policy in all land use planning;

AND WHEREAS the municipality currently has policy tools that provide environmental protections, it is likely that our current suite of environmental protection policies (bylaws, DPAs, etc.) may have both missing components or components that need to be strengthened;

THEREFORE BE IT RESOLVED that staff be directed to provide Council with 1) an assessment or inventory of our current approach to environmental protection which includes an evaluation of what is working well, what is missing, what requires strengthening; and 2) a recommendation for a process to achieve a "state of the art" modern package of strong and effective environmental protection bylaws, including, but not limited to, bylaws related to:

- prevention of unauthorised land clearing;
- maintenance of natural hydrological functions and erosion prevention;
- prevention of nutrient/pollutants getting into storm drains and natural watercourses;
- noxious and invasive weeds;
- Garry oak ecosystem protection;
- Wildlife habitat protection;
- Urban forest enhancement;
- Greenways protection/creation; and
- Pesticide herbicide use.

9. NEW BUSINESS

10. RECESS COUNCIL MEETING

Purpose: To recess the Council meeting until the 6:00 p.m. public meeting.

Recommendation:

That Council recess the meeting at ____ p.m. and resume the open meeting at 6:00 p.m.

11. PUBLIC MEETING 6:00 P.M.

Mayor Siebring to provide an explanation of the public meeting process and to advise members of the public that no further verbal or written presentations can be received by any member of Council following the closure of the public meeting.

11.1 Public Meeting - Development Variance Permit Application No. DVP00050 - 6323 Nevilane Drive 167 - 180

Purpose: To provide Council with information, analysis, and recommendations regarding a development variance permit application to reduce the minimum permitted setback for a heat pump from 4.5 m (14.8 ft) to 3.5 m (11.5 ft) in order to regularize a heat pump that was installed during the construction of a single family dwelling.

Recommendation:

That Council authorize the issuance of a development variance permit to vary Section 35 (3) of Zoning Bylaw 2950, 1997 by reducing the required setback for a heat pump at 6323 Nevilane Drive from 4.5 metres to 3.5 metres.

12. QUESTION PERIOD

Public opportunity to ask brief questions regarding the business of this meeting.

13. ADJOURNMENT

Recommendation:

That Council adjourn the December 18, 2019 Regular Council meeting at ____ p.m.

Municipality of North Cowichan Special Council MINUTES

**December 4, 2019, 10:00 a.m.
Municipal Hall - Maple Bay Meeting Room**

Members Present Mayor Al Siebring
 Councillor Rob Douglas (arrived at 10:20 a.m.)
 Councillor Christopher Justice
 Councillor Tek Manhas
 Councillor Kate Marsh
 Councillor Rosalie Sawrie
 Councillor Debra Toporowski

Staff Present Ted Swabey, Chief Administrative Officer (CAO)
 Mark Frame, General Manager, Financial and Protective Services
 Ernie Mansueti, General Manager, Community Services
 Sarah Nixon, General Manager, Corporate Services
 David Conway, Director of Engineering (arrived at 10:47 a.m.)
 Rob Conway, Director of Planning and Building
 Martin Drakeley, Manager, Fire and Bylaw Services (arrived at 12:10 p.m.)
 Megan Jordan, Acting, Manager, Communications and Public Engagement
 (arrived at 12:10 p.m.)
 Nelda Richardson, Deputy Corporate Officer
 Alyssa Meiner, Acting Corporate Officer

1. CALL TO ORDER

There being a quorum present, Mayor Siebring called the meeting to order at 10:00 a.m.

2. APPROVAL OF AGENDA

It was moved and seconded:

That Council approve the December 4, 2019 Special Council agenda as circulated.

CARRIED

3. CLOSED SESSION

It was moved and seconded:

That Council close the December 4, 2019 Regular Council meeting at 10:00 a.m. to the public on the basis of the following sections of the *Community Charter*:

- **90(1)(g) - litigation or potential litigation affecting the municipality;**

- **90(1)(i) - the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and**
- **90(1)(k) - negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.**

CARRIED

4. RISE AND REPORT

Council rose and reported on the following resolution:

It was moved and seconded:

- 1. That Council direct staff to include a 0.5% tax allocation annually to an insurance reserve fund, and**
- 2. That Council rise and report on the CAO's December 4, 2019 report re: VIMC Claim for Damages and Property Tax Implications.**

CARRIED

5. ADJOURNMENT

It was moved and seconded:

That Council adjourn the December 4, 2019 Special Council meeting at 1:11 p.m.

CARRIED

Certified by Acting Corporate Officer

Signed by Mayor

Municipality of North Cowichan Regular Council MINUTES

**December 4, 2019, 1:30 p.m.
Municipal Hall - Council Chambers**

Members Present Mayor Al Siebring
 Councillor Rob Douglas
 Councillor Christopher Justice
 Councillor Tek Manhas
 Councillor Kate Marsh
 Councillor Rosalie Sawrie
 Councillor Debra Toporowski

Staff Present Ted Swabey, Chief Administrative Officer (CAO)
 Mark Frame, General Manager, Financial and Protective Services
 Ernie Mansueti, General Manager, Community Services
 Sarah Nixon, General Manager, Corporate Services
 David Conway, Director of Engineering
 Rob Conway, Director of Planning and Building
 Megan Jordan, Acting, Manager, Communications and Public Engagement
 Alyssa Meiner, Acting Corporate Officer
 Nelda Richardson, Deputy Corporate Officer

1. CALL TO ORDER

There being a quorum present, Mayor Siebring called the meeting to order at 1:30 p.m.

2. APPROVAL OF AGENDA

It was moved and seconded:

That Council adopt the December 4, 2019 Regular Council agenda, as circulated.

CARRIED

3. ADOPTION OF MINUTES

It was moved and seconded:

That Council adopt the following minutes:

- 1. Regular Council meeting held November 20, 2019;**
- 2. Special Council meeting held November 25, 2019; and**
- 3. Special Council meeting held November 26, 2019.**

CARRIED

4. MAYOR'S REPORT

The Mayor gave a verbal report on meetings and activities he recently attended.

5. DELEGATIONS AND PRESENTATIONS

5.1 DELEGATION: Cowichan Neighbourhood House Association (CNHA)

Council heard from Chrissy Kemppi, President of CNHA, and Arlene Robinson that the CNHA provides activities and resources to the community free of charge, distribute donations of household items, food, clothing, provides community dinners, workshops, youth programming and classes. The CNHA thanked North Cowichan for providing funding to pay for its rent at the current location.

The Mayor indicated that North Cowichan intended to allow CNHA to occupy space in the new affordable housing site, however, BC Housing only permits housing, not community space. The General Manager, Financial and Protective Services confirmed that through Grant-in-Aid Program, CNHA will be provided annual funding.

5.2 DELEGATION: WildSafe BC

Council heard from Amanda Crowston, Cowichan Valley Coordinator for WildSafeBC, that the provincial program is in its first year in North Cowichan, a map of wildlife alerting in North Cowichan is available online, and 104 of 680 calls in the valley were from black bears getting into garbage. Bear spray presentations were conducted with space provided by North Cowichan, and WildSafe BC conducted community events and door to door visits advising residents not to put garbage out the night before as it attracts bears.

Council confirmed that the grant-in-aid was renewed for WildSafeBC and discussed criteria for becoming a bear smart community.

6. PUBLIC INPUT

Council received brief public input regarding agenda items from the following registered speakers:

1. Bernie Jones (Chemainus Residents Association) – item 10.1 – supports control of development sprawl.
2. Isabel Rimmer (Sathlam Neighbourhood Association) - item 8.1.
3. Richard Grimes – item 10.1 – not in support of restriction on subdivision.
4. Jim Dias – item 10.1 – not in support of restriction on subdivision, without any public input.

7. BYLAWS

7.1 Bylaw 3768 - "Miscellaneous Bylaws Repeal Bylaw No. 3768, 2019"

It was moved and seconded:

That Council give first three readings to "Miscellaneous Bylaws Repeal Bylaw No. 3768, 2019".

CARRIED

7.2 Bylaw 3758 - "Zoning Amendment Bylaw (Keeping of Farm Animals & Poultry), 2019"

It was moved and seconded:

That Council adopt "Zoning Amendment Bylaw (Keeping of Farm Animals & Poultry), 2019", No. 3758, - a bylaw to regulate the keeping of farm animals and poultry, and to establish setbacks specific to kennels.

CARRIED

7.3 Bylaw 3763 - "Zoning Amendment Bylaw (Cannabis Sales – 8432 Trans-Canada Highway), 2019"

Councillor Manhas declared a conflict of interest as his employer has submitted a rezoning application for a retail cannabis store and left the Council Chambers at 2:21 p.m.

It was moved and seconded:

That Council adopt "Zoning Amendment Bylaw (Cannabis Sales – 8432 Trans-Canada Highway), 2019" No. 3763 – a bylaw to permit cannabis retail sales at 8432 Trans-Canada Highway.

CARRIED

Councillor Manhas returned to the meeting at 2:23 p.m.

8. REPORTS

8.1 Reconsideration of Development Permit Application DP000155

Council heard from the CAO re the Vancouver Island Motorsport Circuit's application to reconsider the Director of Planning and Building's decision not to issue a Development Permit for the Phase 2 expansion of the Motorsport Circuit. The CAO outlined the options, as set out in the Director of Planning and Building's December 4, 2019 report.

Council then heard from Sean Hern, on behalf of the property owner, in accordance with the Delegation of Authority Bylaw.

It was moved and seconded:

That Council confirm the Director of Planning and Building's decision to deny Development Permit Application DP000155 due to non-compliance with the Zoning Bylaw.

(Opposed: Manhas)

CARRIED

8.2 Second Dwelling Rural Lands Policy

Council heard from the Director of Planning and Building that North Cowichan has been dealing with recent requests for second dwellings on a case-by-case basis. The issue is the Official Community Plan (OCP) and Zoning Bylaws do not currently have criteria to deal with basic standards around secondary dwellings, and there is limited ability to restrict size of proposed second dwellings.

Council asked questions of the Director of Planning and Building and heard that should Council approve the recommended policy, site specific applications for second dwellings would still need Council approval as a Zoning Amendment is still required.

Councillor Douglas left the meeting at 2:42 p.m. and returned at 2:45 p.m.

It was moved and seconded:

That Council direct staff to review all future site specific applications for second dwellings, including second residences and detached suites, in the context of existing OCP Policy; and

That all future site specific applications for second dwellings, outside the Urban Containment Boundary, be reviewed with respect to the following criteria:

- a. **That size of the proposed second dwelling be restricted by covenant to 92 m² (990.28 ft²) or less;**
- b. **That subdivision be restricted by covenant to prevent subdivision including strata subdivision;**
- c. **That the size of the parcel be a minimum of; and**
 - i. **1 ha (2.5 acres) where no Municipal sewer or water exists;**
 - ii. **0.4 ha (1 acre) where no Municipal sewer exists;**
 - iii. **0.2 ha (0.5 acres) where Municipal water and sewer exist; and**
- d. **That siting of second dwellings on agricultural lands be established and restricted by covenant to preserve agricultural land.**

CARRIED

8.3 Construction of New Crofton Water Storage Reservoir

It was moved and seconded:

That Council direct staff to:

1. **Prepare an agreement with the developer for the reservoir project that includes:**
 - a. **a \$700,000 contribution by North Cowichan from the one time Gas Tax funds,**
 - b. **the developer's delivery of a turnkey project that includes complete construction of the "ultimate" design reservoir, and**
 - c. **a termination clause that sets out the Agreement will be terminated immediately, with terms null and void, if construction has not substantially started within 24 months of execution of the Agreement; and**
2. **Research and prepare a latecomer charge agreement in favour of North Cowichan for future recovery of the appropriate portion of North Cowichan's contribution from future benefitting areas.**

CARRIED

Council took a 15 minute recess at 3:05 p.m. and resumed the meeting at 3:20 p.m.

8.4 External Appointment - Cowichan Housing Association's Community Advisory Committee

It was moved and seconded:

That Council appoint Councillor Marsh to serve as North Cowichan's liaison to the Cowichan Housing Association's Community Advisory Committee from 2019 to 2022.

CARRIED

8.5 Federation of Canadian Municipalities (FCM) 2020 Annual Conference and Trade Show

It was moved and seconded:

That Council approve Councillor Sawrie's attendance at the Federation of Canadian Municipalities 2020 Annual Conference and Trade Show, June 4 to 7, 2020.

CARRIED

9. CORRESPONDENCE

9.1 2020 Resolutions to the Association of Vancouver Island and Coastal Communities (AVICC)

Council received the November 6, 2019 email from Liz Cookson, UBCM for information.

10. NOTICE OF MOTIONS

10.1 Reconsider the Urban Containment Boundary in the Quamichan Watershed Area

Councillor Justice read his motion and highlighted the definition of "Lands" in the proposed resolution.

Council raised the issue of implications and heard from the CAO that a staff report is recommended when a policy decision involves such broad implications.

It was moved and seconded:

Whereas the current Official Community Plan (OCP) of the Municipality of North Cowichan (North Cowichan) identifies the reduction of suburban development sprawl, the preservation of rural character, smart growth, and mitigating and adapting to climate change as major policy objectives;

And whereas North Cowichan Council has recently acknowledged that we are facing a climate emergency requiring immediate action;

And whereas North Cowichan's Climate Action and Energy Plan acknowledges the relationship between suburban development sprawl, increased demands for energy, and increased greenhouse gas (GHG) emissions, and also acknowledges the need to develop compact communities that can adapt to a changing climate;

And whereas North Cowichan is currently reviewing its OCP, which review will include the consideration of: i) stronger policies related to climate change; ii) amendments to the Urban Containment Boundary (UCB) to reduce suburban development sprawl and automobile dependency; and iii) denser development

around North Cowichan's existing commercial cores to create complete and resilient communities;

***And whereas* the development of lands (Lands) which are: i) greenfield; ii) characteristic of leapfrog development; or iii) are not within reasonable (generally accepted) walking distance from the core services of either Crofton, Chemainus, or the Duncan to Berkey's Corner area of the South End of North Cowichan (some of which are located within the UCB) would be inconsistent with the above current and possible policies;**

***And whereas* the removal of some of the Lands from within the UCB will be considered as part of the review of the OCP;**

***And whereas* some of the Lands currently within the UCB, in areas such as the Quamichan watershed and similar areas*, are facing development pressure, which will likely increase during the anticipated two year OCP review process;**

***And whereas* it is anticipated that a significant amount of North Cowichan planning staff resources will be required to review development applications in relation to the Lands, which may be removed from within the UCB at a future date as a result of the review of the OCP;**

***And whereas* North Cowichan Council believes it is not prudent to expend North Cowichan planning staff resources to review development applications in relation to the Lands while the review of the OCP is being undertaken;**

***Therefore be it resolved* That Council is of the view that the approval of further growth or change in those areas of North Cowichan represented by the Lands is not in the public interest, but believes that growth or change that fosters walkable, compact, and energy efficient communities, and strengthens existing cores, is in the public interest.**

***And therefore be it further resolved* That Council directs North Cowichan planning staff to advise the Approving Officer that Council is of the view that the approval of subdivision of any of the Lands is not in the public interest for the reasons set out above, and request that the Approving Officer reject all such subdivision applications as not being in the public interest.**

***And therefore be it further resolved* That Council believes that it is not a judicious use of North Cowichan planning staff resources to review applications for amendments to the OCP and/or Zoning Bylaw in relation to any of the Lands while the review of the OCP is underway.**

***And therefore be it further resolved* That Council directs North Cowichan planning staff to encourage applicants for amendments to the OCP and/or Zoning Bylaw in relation to any of the Lands to defer consideration of their applications until after North Cowichan has completed its review of the OCP, and that, where the applicants are not agreeable to deferring consideration of their applications until after North Cowichan has completed its review of the OCP, North Cowichan planning staff bring all such applications to Council at the earliest opportunity for**

consideration by Council and direction as to whether Council wishes to proceed with further steps in relation to the application, including a detailed staff review, or Council wishes to deny the application without further review.

* There are a number of large greenfield sites currently located within the Urban Containment Boundary (UCB) - including in lands surrounding the Maple Bay Corridor and Quamichan Lake, the western boundary of the Crofton growth centre, southern/western boundaries of the Chemainus growth centre, and other undeveloped areas of the South End.

It was moved and seconded:

That Council table the main motion, pending a staff report on implications and potential consequences to be presented to Council at the January 15th meeting.

(Opposed: Douglas; Justice)

CARRIED

11. NEW BUSINESS

None.

12. QUESTION PERIOD

Council received no questions from the public regarding business considered at this meeting.

13. ADJOURNMENT

It was moved and seconded:

That Council adjourn the December 4, 2019 Regular Council meeting at 4:04 p.m.

CARRIED

Certified by Acting Corporate Officer

Signed by Mayor



The Corporation of the District of North Cowichan
Miscellaneous Bylaws Repeal Bylaw No. 3768, 2019

Contents

The Council of The Corporation of the District of North Cowichan enacts as follows:

1 Title:

This bylaw may be cited as “Miscellaneous Bylaws Repeal Bylaw No. 3768, 2019”

2 Administration:

This bylaw repeals the following bylaws:

Bylaw No.	Name of Bylaw
2	“Interpretation Bylaw”
3	“Council Meeting Procedure Bylaw”
4	“Employees Bylaw”
5	“Council Chambers Disturbance Prevention Bylaw”
6	“Wards Bylaw”
7	“Streets and Roads Bylaw”
8	“Wide Tires Bylaw”
10	“Public Morals Bylaw”
11	“Reeve and Councillors Indemnity Bylaw”
18	“Fire Department and Prevention of Fire Bylaw”
19	“Wash Houses and Laundries Bylaw”
20	“Health Bylaw”
22	“Public Safety Bylaw”
23	“Slaughter Regulation Bylaw”
25	“Subdivisions Plans Bylaw 1914”
26	“Wire Stringing Regulation Bylaw”
33	“Firearms Bylaw 1913”
63	“Officials Appointment Bylaw 1917”
89	“Statute Labour Abolition Bylaw 1919”
92	“Employees Bylaw Amendment Bylaw 1919”
167	“Traffic Regulation Bylaw 1929”
185	“Traffic Regulations Bylaw 1929 Amendment Bylaw 1931”
236	“Building Bylaw 1936”
241	“Improvements Definition Bylaw 1936”
253	“Land Classification Bylaw 1937”
271	“Building Bylaw, 1936, Amendment Bylaw, 1939”

275	"Building Bylaw, 1936, Amendment Bylaw, 1939, No.2"
309	"Mill-wood and Sawdust Bylaw, 1943"
336	"Consolidated Public Roads and Traffic Regulations Bylaw, 1946"
387	"Subdivision Plan & Width of Roads Bylaw 1949"
462	"Traffic Regulations Bylaw 1951 Amendment Bylaw 1952"
475	"Extraordinary Traffic Bylaw 1952"
476	"Extraordinary Traffic Bylaw 1952 Amendment Bylaw 1952"
487	"Amusement Vending Machines Regulations Bylaw 1953"
508	"Definition of Improvements Bylaw 1953"
515	"Extraordinary Traffic Bylaw 1954"
554	"Plumbing Fees Bylaw, 1955"
589	"Sale of Raw Milk Bylaw 1956"
611	"Regulations of Coasting Bylaw 1957"
642	"Zoning Board of Appeal Bylaw 1957"
840	"Licence Fees Bylaw 1952 Amendment Bylaw 1957"
873	"Billiard Halls Bylaw 1962"
1162	"Fence Viewers Bylaw 1967"
1254	"Shops Regulation Bylaw 1958"
1295	"Sunday Sport and Entertainment Bylaw 1969"
1478	"Remuneration for Mayor & Aldermen Bylaw (#2) 1972"
1515	"Landlord and Tenant Advisory Bureau Bylaw 1973"
2010	"Holiday Shopping Regulations Bylaw 1981"
2405	"Building Bylaw 1982 Amendment Bylaw 1988"
2565	"Building Bylaw 1982 Amendment Bylaw 1992"
2578	"Remuneration for Mayor & Aldermen Bylaw 1991"

READ a first time on December 4, 2019
 READ a second time on December 4, 2019
 READ a third time on December 4, 2019
 ADOPTED on

CORPORATE OFFICER

PRESIDING MEMBER

Report

Date	December 18, 2019	File: 3900-50 3769
To	Council	
From	Alyssa Meiner, A/Deputy Corporate Officer	Endorsed:
Subject	Officers Amendment Bylaw, No. 3769, 2019	

Purpose

To introduce proposed amendments to the Officers Bylaw.

Discussion

North Cowichan's Officers Bylaw, No. 3538 was adopted in 2014 and refers to officer titles no longer in use. The attached Officers Amendment Bylaw proposes to replace the names of the following officer positions: "Director of Corporate Services" and "Director of Financial Services" with "Corporate Officer" and "Financial Officer" to avoid further amendments as job titles change over time. For clarity, the General Manager, Financial and Protective Services is the current "Financial Officer" and the "Corporate Officer" role is currently vacant and being recruited under the title Manager, Legislative Services.

The Officers Amendment Bylaw also proposes to remove the Deputies section of the Officers Bylaw given that Council has recently delegated the power to appoint, promote and discipline officers and employees to the Chief Administrative Officer through section 9 (2) of the Delegation of Authority Bylaw.

Options

Staff Recommendation:

1. That Council give three readings to "Officers Amendment Bylaw, No. 3769, 2019.

Other Options:

2. That Council direct staff to amend "Officers Amendment Bylaw, No. 3769, 2019" by _____ before giving three readings.
3. That Council receive the December 18, 2019 staff report for information.

Recommendation

That Council give three readings to "Officers Amendment Bylaw, No. 3769, 2019".

Attachments:

1. Proposed "Officers Amendment Bylaw, No. 3769, 2019".
2. "Officers Bylaw, No. 3538



The Corporation of the District of North Cowichan
Officers Amendment Bylaw, 2019

Bylaw 3769

The Council of The Corporation of The District of North Cowichan enacts as follows:

- 1** ***Sections 1 (b) and 3 of "Officers Bylaw", No. 3538, are amended by striking out "Director of Corporate Services" and substituting "Corporate Officer".***
- 2** ***Sections 1 (c) and 4 are amended by striking out "Director of Financial Services" and substituting "Financial Officer".***
- 3** ***Section 5 is repealed.***

READ a first time on
READ a second time on
READ a third time on
ADOPTED on

CORPORATE OFFICER

PRESIDING MEMBER



BYLAW 3538

Officers Bylaw

Contents

Section

- 1 Officer positions
- 2 Chief Administrative Officer
- 3 Director of Corporate Services
- 4 Director of Financial Services
- 5 Deputies
- 6 Other powers, duties and functions
- 7 Repeal

WHEREAS Council may, by bylaw, establish the position of chief administrative officer in relation to the powers, duties and functions under section 147 of the *Community Charter*;

AND WHEREAS Council must, by bylaw, establish the positions of corporate officer and financial officer in relation to the powers, duties and function under section 148 and 149 of the *Community Charter*;

NOW THEREFORE the council of The Corporation of the District of North Cowichan enacts as follows:

Officer positions

- 1 The following officer positions are established:
 - (a) Chief Administrative Officer;
 - (b) Director of Corporate Services;
 - (c) Director of Financial Services.

Chief Administrative Officer

- 2 The Chief Administrative Officer is assigned the powers, duties and functions of chief administrative officer under section 147 of the *Community Charter*.

Director of Corporate Services

- 3 The Director of Corporate Services is assigned the powers, duties and functions of corporate officer under section 148 of the *Community Charter*.

Director of Financial Services

- 4 The Director of Financial Services is assigned the powers, duties and functions of financial officer under section 149 of the *Community Charter*.

Deputies

- 5** Council may from time to time appoint persons as deputies to the officer positions established under section 1.

Other powers, duties and functions

- 6** The powers, duties and functions of officer positions established under section 1 are in addition to the delegated powers, duties and functions of Council under the Delegation of Authority Bylaw.

Repeal

- 7** “Officers and Employees Administrative Bylaw 1990”, No. 2512, is repealed.

READ a first time on May 21, 2014
READ a second time on June 4, 2014
READ a third time on June 4, 2014
ADOPTED on June 18, 2014

M. O. Ruttan, Corporate Officer

J. W. Lefebure, Mayor

Report

Date December 18, 2019
To Council
From Alyssa Meiner, A/Deputy Corporate Officer
Subject Delegation of Authority Amendment Bylaw, No. 3771, 2019

File: 3900

Endorsed:



Purpose

To introduce proposed amendments to the Delegation of Authority Bylaw.

Background

North Cowichan's current "Delegation of Authority Bylaw, No. 3734, 2019" was adopted by this Council October 2, 2019. Since then a number of additional housekeeping amendments have been proposed by staff and are included in the attached "Delegation of Authority Amendment Bylaw.

Discussion

The Delegation of Authority Amendment Bylaw proposes to:

- further update the definitions of "department head" and "management staff" to reflect current status and purchasing authorities;
- allow the Chief Administrative Officer to approve encroachment agreements within road "and other" rights-of-way;
- clarify the Approving Officer may approve registration of statutory rights-of-way and covenants over lands within North Cowichan's boundaries, not only lands owned by North Cowichan; and,
- update the special event permit approval authority to align with current and intended operational processes to show the Director of Engineering approves temporary uses involving roads and streets, while the General Manager of Community Services, or Director of Parks and Recreation, approves temporary uses of parks and recreational areas.

Options

Staff Recommendation:

1. That Council give three readings to "Delegation of Authority Amendment Bylaw, No. 3771, 2019.

Other Options:

2. That Council direct staff to amend "Delegation of Authority Amendment Bylaw, No. 3771, 2019" by _____ before giving three readings.
3. That Council receive the December 18, 2019 staff report for information.

Recommendation

That Council give three readings to “Delegation of Authority Amendment Bylaw, No. 3771, 2019”.

Attachments:

1. Proposed “Delegation of Authority Amendment Bylaw, No. 3771, 2019”.
2. Delegation of Authority Bylaw, No. 3734.



The Corporation of the District of North Cowichan
Delegation of Authority Amendment Bylaw, 2019

Bylaw 3771

The Council of The Corporation of The District of North Cowichan enacts as follows:

- 1 Section 1 [Interpretation] of "Delegation of Authority Bylaw" No. 3734" is amended by**
 - (a) striking out "Corporate Officer" in the definition of "Department Head" and substituting "Manager of Legislative Services";**
 - (b) adding "the Assistant Manager of Operations" and "the Manager of Recreation" to the definition of "Department Head";**
 - (c) adding "the Chief Treatment Plant Operator" to the definition of "Management Staff".**
- 2 Section 19 [encroachments within road rights of way] is amended by repealing "within road rights-of-way" and substituting "within road and other rights-of-way".**
- 3 Section 16 [registration of statutory rights-of-way and covenants] is amended by striking out "municipal".**
- 4 Section 20 [temporary municipal land and street use] is amended by**
 - (a) repealing paragraph (3) and substituting the following:**

"20 (3) Council delegates its powers to issue special event permits for temporary, non-exclusive uses of

 - (a) municipal land and road (including temporary private uses or occupation of municipal streets) to the Director of Engineering, and**
 - (b) municipal parks and recreational areas to the General Manager of Community Services or the Director of Parks and Recreation,**

subject to the permit being for a term not more than 72 hours."; and
 - (b) adding "General Manager, Community Services" after Chief Administrative Officer in paragraph (5).**

READ a first time on
READ a second time on
READ a third time on
ADOPTED on

CORPORATE OFFICER

PRESIDING MEMBER



The Corporation of the District of North Cowichan

Delegation of Authority Bylaw

Bylaw 3734

A bylaw to provide for the delegation of certain powers, duties and functions, including those specifically established by an enactment, to its officers and employees

Contents

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4	Parcel tax roll review panel
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30	Repeal
31	Title

WHEREAS Division 6 of Part 5 of the *Community Charter* empowers a municipal council, by bylaw, to delegate its powers, duties and functions, including those specifically established by an enactment, to the extent provided;

AND WHEREAS Council considers that there are a number of circumstances where delegation of certain of its powers, duties and functions would foster good government;

NOW THEREFORE, the Council of The Corporation of the District of North Cowichan enacts as follows:

Interpretation

1 (1) In this bylaw:

"Approving Officer" means the person so appointed under section 77 [*Appointment of municipal approving officers*] of the *Land Title Act*;

"Audit Committee" means the standing committee of Council established under section 170 [*Audit committee*] of the *Community Charter*;

"Chief Administrative Officer" means the municipal officer appointed under section 147 [*Chief administrative officer*] of the *Community Charter*;

"Corporate Officer" means the municipal officer appointed under section 148 [*Corporate officer*] of the *Community Charter*;

"Department Head" means the persons appointed by the Chief Administrative Officer as the Corporate Officer, the Deputy Corporate Officer, the Information Management Officer, the Municipal Forester, the Senior Manager of Engineering, and the Manager of Engineering Development and Capital Projects, and the persons appointed by the Chief Administrative Officer as a director, senior manager, or manager who reports directly to the Chief Administrative Officer or to the General Manager, Community Services, the General Manager, Development and Engineering Services, the General Manager, Financial and Protective Services, or the General Manager, Corporate Services.

"Director of Engineering" means the person so appointed by the Chief Administrative Officer;

"Director of Information Technology and GIS" means the person so appointed by the Chief Administrative Officer;

"Director of Parks and Recreation" means the person so appointed by the Chief Administrative Officer;

"Director of Planning and Building" means the person so appointed by the Chief Administrative Officer;

"General Manager, Community Services" means the person so appointed by the Chief Administrative Officer;

"General Manager, Development and Engineering Services" means the person so appointed by the Chief Administrative Officer;

"General Manager, Financial and Protective Services" means the municipal officer appointed under section 149 [*Financial officer*] of the *Community Charter*;

"General Manager, Corporate Services" means the person so appointed by the Chief Administrative Officer;

"Local Assistant to the Fire Commissioner" means a person authorized to exercise the powers of a local assistant under the *Fire Services Act*;

"Manager, Fire and Bylaw Services" means the person so appointed by the Chief Administrative Officer;

"Management Staff" means the persons appointed by the Chief Administrative Officer as the Fire Chief or Deputy Fire Chief of a municipal fire hall, the Chief Building Inspector, the Technical Services Specialist, the Business Applications Coordinator, the Senior Bylaw Compliance Officer, the Senior Environmental Specialist, the Community Planning Coordinator, the Development Planning Coordinator, the Human Resources Advisor, the Health, Safety and Disability Management Advisor, the Human Resources Coordinator, the Payroll Coordinator, the Executive Assistant, the Records and Information Management Assistant, the Administrative Assistant, the Communications and Public Engagement Coordinator, the Administrative Supervisor, the Assistant Manager of Operations, a Foreperson, the Facilities Supervisor, and all managers who report directly to a Department Head.

"Municipal Forester" means the person so appointed by the Chief Administrative Officer.

- (2) Where this bylaw delegates a power, duty or function of Council to a named position, the delegation is to the person who holds the position, and to any person who is the deputy of, or who is authorized to act for, that person.
- (3) Unless a power, duty or function of Council has been expressly delegated by this bylaw or another municipal bylaw, the powers, duties and functions of Council remain with Council.
- (4) A person to whom a power, duty or function has been delegated under this bylaw, or another bylaw, has no authority to further delegate to another person any power, duty or function that has been delegated to them by this bylaw.

Committee of the whole

- 2 Council delegates its powers to give direction to staff on matters being considered by the committee of the whole to the committee of the whole.

Municipal audit

- 3 Council delegates its powers, duties and functions under Division 2 of Part 6 of the *Community Charter* to the Audit Committee.

Parcel tax roll review panel

- 4 Council delegates its duty under section 204 (2) [*Parcel tax roll review panel*] of the *Community Charter* to the General Manager, Financial and Protective Services.

Notices

- 5 (1) Council delegates its duty to give notice under the following sections of the *Community Charter* to the Corporate Officer:

- (a) Section 26 (1) *[Notice of proposed property disposition]*;
 - (b) Section 40 (3) *[Permanent closure and removal of highway dedication]*;
 - (c) Section 59 (2) *[Powers to require and prohibit]*; and
 - (d) Section 127 (1) (b) *[Notice of council meetings]*.
- (2) Council delegates its duty to give notice under the following sections of the *Community Charter* to the General Manager, Financial and Protective Services:
- (a) Section 99 (3) *[Annual meeting on report]*; and
 - (b) Section 227 (1) *[Notice of permissive tax exemptions]*.
- (3) Council delegates its duty to give and file notices under the following sections of the *Local Government Act* to the Director of Planning and Building:
- (a) Section 466 (1) *[Notice of public hearing]*;
 - (b) Section 467 (1) *[Notice if public hearing waived]*;
 - (c) Section 494 (1) *[Public notice and hearing requirements]*;
 - (d) Section 499 (1) *[Notice to affected property owners and tenants]*;
 - (e) Section 503 (1) and (3) *[Notice of permit on land title]*; and
 - (f) Section 594 (1) *[Notice on land titles]*.

Business licenses

- 6** Council delegates its powers, duties and functions under sections 8(6), 15 and 60 of the *Community Charter* to grant, refuse, suspend, or cancel a business license to the General Manager, Financial and Protective Services.

Business licenses - reconsideration

- 7**
- (1) A business license applicant or holder that is subject to a decision made under the delegated authority under section 6 of this bylaw is entitled to have the decision reconsidered by Council in accordance with this section.
 - (2) Where a business license applicant or holder wishes to have Council reconsider a decision made under the delegated authority under section 6 of this bylaw:
 - (a) The business license applicant or holder must, within 30 days of the decision having been communicated to the business license applicant or holder, make an application in writing to the Corporate Officer, which application must include the following:
 - (i) A description of the decision sought to be reconsidered by Council;
 - (ii) The date of the decision;
 - (iii) The name of the delegate who made the decision;
 - (iv) The grounds on which reconsideration is being requested; and,
 - (v) A copy of any materials that the business license applicant or holder wishes Council to take into account when reconsidering the decision.

- (b) Council must reconsider the decision at a regular meeting of Council held within a reasonable period of time after the date on which the application for reconsideration was delivered to the Corporate Officer.
- (c) The Corporate Officer must:
 - (i) Place the reconsideration of the decision on the agenda for a regular meeting of Council in accordance with paragraph (b) above; and,
 - (iii) Before the reconsideration of the decision by Council, deliver to each Council member a copy of the materials that were considered by the delegate in making the decision that is to be reconsidered, and a copy of all materials submitted by the business license applicant or holder to the Corporate Officer as part of the application for reconsideration.
- (d) In reconsidering the decision the Council must consider all the material before it.
- (e) At the meeting at which Council is to reconsider the decision, Council will first hear from staff in relation to the subject matter of the decision and in relation to the decision itself, and will then hear from the business license applicant or holder. Council may then hear from staff in relation to any new information raised by the business license applicant or holder in its submissions to Council.
- (f) Council is entitled to adjourn the reconsideration of the decision; and,
- (g) After hearing from staff and the business license applicant or holder, Council will reconsider the decision and may either confirm the decision, amend the decision, or set aside the decision and substitute the decision of Council.

Outdoor burning ban

- 8 Council delegates its powers under section 8(3)(g) of the *Community Charter* to ban outdoor burning in all or part of the municipality to the Local Assistant to the Fire Commissioner, subject to a fire hazard existing, the ban being for not more than 90 days, and the public promptly being notified of the ban.

Personnel administration

- 9
 - (1) Council delegates its powers to appoint an acting Chief Administrative Officer to temporarily act on behalf of the Chief Administrative Officer in the Chief Administrative Officer's absence to the Chief Administrative Officer.
 - (2) Council delegates its powers to appoint, promote, and discipline officers (other than the Chief Administrative Officer) and employees to the Chief Administrative Officer.
 - (3) Council delegates its power to approve compensation for officers (other than the Chief Administrative Officer) and employees to the Chief Administrative Officer, subject to sufficient funds having been allocated and approved by Council under the financial plan bylaw.
 - (4) Council delegates its powers to terminate the employment of employees for cause to the Chief Administrative Officer.
 - (5) Council delegates its powers to terminate the employment of employees without cause to the Chief Administrative Officer, subject to any severance paid to the employee being in accordance with the notice provisions of any applicable employment agreement or

the common law principles applicable to payments in lieu of notice on termination of employment, and sufficient funds having been allocated and approved by Council under the financial plan bylaw.

- (6) Council delegates its powers to settle labour grievances or disputes to the Chief Administrative Officer, subject to the settlement being in accordance with common law principles and sufficient funds having been allocated and approved by Council under the financial plan bylaw to satisfy the settlement.

Agreements - procurement

- 10**
- (1) Council delegates its powers to enter into agreements for the purchase of works, services, or chattels having a value of not more than \$500,000.00 to the Chief Administrative Officer.
 - (2) Council delegates its powers to enter into agreements for the purchase of works, services, or chattels having a value of not more than \$200,000.00 to the General Manager, Corporate Services, the General Manager, Financial and Protective Services, the General Manager, Community Services, the General Manager, Development and Engineering Services, the Director of Planning and Building, the Director of Engineering, the Director of Parks and Recreation, and the Director of Information Technology and GIS.
 - (3) Council delegates its powers to enter into agreements for the purchase of works, services, or chattels having a value of not more than \$75,000.00 to Department Heads.
 - (4) Council delegates its powers to enter into agreements for the purchase of works, services, or chattels having a value of not more than \$10,000.00 to Management Staff.
 - (5) For the purpose of subsections (1) to (4) above, the delegated authority to enter into an agreement is subject to the agreement not requiring the approval or consent of the electors and sufficient funds having been allocated and approved by Council under the financial plan bylaw, and, without limiting the substance of the discretion delegated therein, such discretion is subject to the delegate adhering to the procurement processes endorsed by Council from time to time.

Agreements - miscellaneous

- 11**
- (1) Council delegates the power to enter into agreements in relation to grant monies for approved projects to the General Manager, Financial and Protective Services.
 - (2) Council delegates its powers to enter into agreements for information sharing to the General Manager, Corporate Services.
 - (3) Council delegates its powers to enter into agreements for boat moorage at municipally-owned or operated wharves to the General Manager, Community Services.
 - (4) Council delegates its powers to enter into agreements for authorizing encroachments caused by road widening to the Director of Engineering.
 - (5) Council delegates its powers to enter into agreements for the following purposes to the Director of Parks and Recreation:
 - (a) Facility use or rental agreements for municipal recreation facilities;
 - (b) Rental agreements for parks and municipal forest reserve lands, subject to the agreement being for a term of not more than 3 months; and

- (c) Health promotion and rehabilitation service agreements, subject to sufficient funds having been allocated and approved by Council under the financial plan bylaw.
- (6) Council delegates its powers to amend, renew, extend or suspend agreements previously approved and authorized by Council or under a delegated authority under this bylaw to the Chief Administrative Officer.

Settlement of claims

- 12** Council delegates its powers to settle claims, whether legal proceedings have been commenced or not, to the Chief Administrative Officer, subject to the settlement being for not more than \$50,000.00 and sufficient funds having been allocated and approved by Council under the financial plan bylaw to satisfy the settlement.

Bylaw enforcement

- 13** (1) Council delegates its powers to commence and prosecute bylaw enforcement proceedings under section 274 [*Actions by municipality*] of the *Community Charter* to the General Manager, Financial and Protective Services, subject to there being urgency in the commencement of the proceedings, and the Chief Administrative Officer reporting to Council, as soon as reasonably practicable, at a regular meeting of Council as to the commencement of the proceedings, the urgency necessitating commencement of the proceedings, and the status of the proceedings.
- (2) Council delegates its duty under section 269 (1) [*Hearing of disputes*] of the *Community Charter* to refer disputed tickets to the Provincial Court for a hearing to the General Manager, Financial and Protective Services.

Land sales

- 14** Council delegates its powers to dispose of municipal land, or an interest in municipal land, to the Chief Administrative Officer, subject to Council having first passed a resolution authorizing the disposition of the land or interest in it, and the disposition being for a price that is not less than 95% of the value set by Council in its resolution authorizing the disposition of the land or interest in it.

Land purchases

- 15** Council delegates its powers to acquire land, or interests in land, to the Chief Administrative Officer, subject to the purchase being for a municipal project approved by Council and sufficient funds having been allocated and approved by Council under the financial plan bylaw.

Registration of statutory rights-of-way and covenants

- 16** Council delegates its powers to authorize the registration of statutory rights-of-way and covenants over municipal lands that are under development to the Approving Officer.

Builders liens

- 17** Council delegates its powers to file and discharge notices of interest under the *Builders Lien Act* to the General Manager, Corporate Services.

Discharge of obsolete charges

- 18** Council delegates its powers to discharge obsolete charges and legal notations from the title to real property to the Approving Officer.

Encroachments within road rights of way

- 19** Council delegates its powers to authorize encroachments within road rights-of-way to the Chief Administrative Officer.

Temporary municipal land and street use

- 20**
- (1) Council delegates its powers to issue licenses of occupation for non-exclusive uses of municipal land to the Chief Administrative Officer, subject to the license being for a term of not more than 12 months.
 - (2) Council delegates its powers to authorize sub-leases or sub-licenses of municipal property, and to assign municipal leases and licenses, to the Chief Administrative Officer.
 - (3) Council delegates its powers to issue special event permits for temporary, non-exclusive uses of municipal land, including temporary private uses of municipal streets for parades, walk-a-thons, fundraisers, races and similar events to the General Manager, Community Services, subject to the permit being for a term of not more than 72 hours.
 - (4) Council delegates its powers to authorize the installation of additional equipment on existing telecommunications towers on municipal property to the Chief Administrative Officer.
 - (5) For the purpose of subsections (1) to (4) above, the Chief Administrative Officer or Director of Engineering may set conditions, including conditions relating to compensation, indemnification, insurance, security, machinery, equipment, times of use, and compliance with applicable laws and any restrictions on title to property to which the license or permit relates.

Municipal Forest Reserve closure

- 21** Council delegates its powers to close or restrict use of all or part of the Municipal Forest Reserve, or lands managed for forestry purposes, to the Municipal Forester, subject to the closure or restriction as to use being for not more than 30 days, the closure or restriction as to use being during active forestry operations or being necessary to protect against a danger of fire or another danger, and the public being promptly notified of the closure or restriction.

Land use approvals

- 22**
- (1) Council delegates its powers, duties and functions under sections 490 [*Development permits*] and 491 [*Development permits: specific authorities*] of the *Local Government Act*, to the Director of Planning and Building, subject to there being no variances of municipal bylaws involved.
 - (2) Council delegates its powers under section 493(1)(a) [*Temporary use permits for designated and other areas*] of the *Local Government Act* to:
 - (i) Approve temporary use permits in order to allow property owners to continue to occupy an existing dwelling while a replacement dwelling is under construction; and
 - (ii) Sign temporary use permits approved by Council, to the Director of Planning and Building.
 - (3) Council delegates its powers to require security under section 502 [*Requirement for security as a condition of land use permit*] of the *Local Government Act* in respect of

matters delegated under subsections (1) and (2) above to the Director of Planning and Building.

Land use approvals – reconsideration

- 23** (1) The owner of land who is subject to a decision made under the delegated authority under section 22 of this bylaw is entitled to have the decision reconsidered by Council in accordance with this section.
- (2) Where the owner wishes to have Council reconsider a decision made under the delegated authority under section 22 of this bylaw:
- (a) The owner must, within 30 days of the decision having been communicated to the owner, make an application in writing to the Corporate Officer, which application must include the following:
 - (i) A description of the decision sought to be reconsidered by Council;
 - (ii) The date of the decision;
 - (iii) The name of the delegate who made the decision;
 - (iv) The grounds on which reconsideration is being requested; and,
 - (v) A copy of any materials that the owner wishes Council to take into account when reconsidering the decision.
 - (b) Council must reconsider the decision at a regular meeting of Council held within a reasonable period of time after the date on which the application for reconsideration was delivered to the Corporate Officer.
 - (c) The Corporate Officer must:
 - (i) Place the reconsideration of the decision on the agenda for a regular meeting of Council in accordance with paragraph (b) above;
 - (ii) Give notice of reconsideration of the decision in accordance with any notice requirements applicable to the original decision; and,
 - (iii) Before the reconsideration of the decision by Council, deliver to each Council member a copy of the materials that were considered by the delegate in making the decision that is to be reconsidered, and a copy of all materials submitted by the business license applicant or holder to the Corporate Officer as part of the application for reconsideration.
 - (d) In reconsidering the decision the Council must consider all the material before it.
 - (e) At the meeting at which Council is to reconsider the decision, Council will first hear from staff in relation to the subject matter of the decision and in relation to the decision itself, and will then hear from the owner. Council may then hear from staff in relation to any new information raised by the owner in its submissions to Council.
 - (f) Council is entitled to adjourn the reconsideration of the decision; and,
 - (g) After hearing from staff and the owner, Council will reconsider the decision and may either confirm the decision, amend the decision, or set aside the decision and substitute the decision of Council.

Parcel frontage exemptions

- 24** Council delegates its powers to exempt a parcel from the minimum amount of frontage on a highway required under section 512 (2) *[Minimum parcel frontage on highway]* of the *Local Government Act* to the Approving Officer.

Strata conversions

- 25** Council delegates its powers under section 242(10)(a) *[Approval for conversion of previously occupied buildings]* of the *Strata Property Act* to approve strata conversions to the Approving Officer, subject to the conversion being in relation to a two-family residential building.

Works and services agreements

- 26** Council delegates its powers to enter into agreements for works and services under section 5 of the Works and Services Bylaw 1986, as amended or replaced from time to time, to the Director of Engineering.

Excess or extended services

- 27** Council delegates its powers, duties and functions under sections 507 *[Requirements for excess or extended services]* and 508 *[Latecomer charges and cost recovery for excess or extended services]* of the *Local Government Act* to the Director of Engineering.

Petitions for local area services

- 28** Council delegates its powers to require that petitions for local area services include information in addition to that which is required under section 212 (2) *[Petition for local area service]* of the *Community Charter* to the Director of Engineering.

Severability

- 29** If any provision of this bylaw is, for any reason, found invalid by a court of competent jurisdiction, the provision must be severed and the remainder of the bylaw left enforceable and in effect.

Repeal

- 30** Bylaw 3616, "Delegation of Authority Bylaw" is repealed.

Title

- 31** This bylaw may be cited as "Delegation of Authority Bylaw No. 3734, 2019".

Read a first, second and third time on September 18, 2019
Adopted on October 02, 2019

Report

Date December 18, 2019
To Council
From Nelda Richardson, Deputy Corporate Officer
Subject Fees Amendment Bylaw, No. 3603, 2019

File: 3900

Endorsed:



Purpose

To introduce an amendment to Fees Bylaw No. 3603, for recreation fees and managed forest land use in the Municipal Forest Reserve (MFR).

Background

In 2017, North Cowichan established a booking process with a fees schedule (Attachment 1) to assist staff in managing organized recreational usage on sanctioned trails within the MFR, creating a small source of revenue for the District.

The established booking process assisted in providing North Cowichan assurance that organized groups had liability insurance in place indemnifying the District when using sanctioned trails in the MFR.

In 2019, staff undertook a review of the booking process and fees to see how the process was working, and to determine if any modifications were necessary.

Discussion

Following legal advice received and staff's recent review of North Cowichan's current booking process, fees and best practices for management of trails for local governments staff have concluded that the increased liability exposure to North Cowichan by collecting fees for use of the recreational trails is not offset by the nominal revenue received from collecting these fees. . As such, proposed "Fees Amendment Bylaw No. 3772, 2019", which eliminates all recreation fees for use of trails within the managed forest lands, is included as Attachment 2 to this report.

Implications

The recommended elimination of all recreation fees for use of trails within the managed forest lands, with the exception of the Event Maintenance Deposit will result in a loss in revenue of approximately \$1,700 per year.

Recommendation

That Council give three readings to "Fees Amendment Bylaw No. 3772, 2019".

Attachment(s) (2)

Attachment 1 – Recreation Fees, Managed Forest Land Use, Section 24.1

Attachment 2 - Proposed "Fees Amendment Bylaw No. 3772, 2019"

ATTACHMENT 1

RECREATION FEES

MANAGED FOREST LAND USE

(Section 24.1)

Item	Column 1 Description	Column 2
1	Group Ride, per day (less than 15 persons) – Commercial, Private, School District, Local Non Profit Group	\$0 (must provide proof of insurance coverage)
2	Group Ride, per day (15+ persons) – Commercial, Private, School District, Local Non Profit Group	\$0 (must provide proof of insurance coverage)
3	Program, per day (less than 4 hours) – Commercial	\$8.95
4	Program, per day (less than 4 hours) – Private	\$5.10
5	Program, per day (less than 4 hours) – School District	\$4.85
6	Program, per day (less than 4 hours) – Local Non Profit Group	\$4.35
7	Program, per day (4+ hours) – Commercial	\$10.70
8	Program, per day (4+ hours) – Private	\$6.10
9	Program, per day (4+ hours) – School District	\$5.80
10	Program, per day (4+ hours) – Local Non Profit Groups	\$5.20
11	Race, Timed Activity or Event, per day – Commercial	Greater of \$178.50 or \$1.80 per participant
12	Race, Timed Activity or Event, per day – Private	Greater of \$102 or \$1 per participant
13	Race, Timed Activity or Event, per day – School District	Greater of \$96.90 or \$0.95 per participant
14	Race, Timed Activity or Event, per day – Local Non Profit Group	Greater of \$86.70 or \$0.85 per participant
15	Event Maintenance Deposit	Greater of \$100 or \$1 per participant

[BL3694; BL3755]



The Corporation of the District of North Cowichan

Fees Amendment Bylaw, 2019

Bylaw 3772

The Council of The Corporation of The District of North Cowichan enacts as follows:

- 1 *The Schedule of "Fees Bylaw", No. 3603 is amended by repealing section 24.1 [Recreation Fees Managed Forest Land Use] and substituting the following:***

RECREATION FEES

MANAGED FOREST LAND USE

(Section 24.1)


Item	Column 1 Description	Column 2
1	Group Ride, per day (less than 15 persons) – Commercial, Private, School District, Local Non Profit Group	\$0
2	Group Ride, per day (15+ persons) – Commercial, Private, School District, Local Non Profit Group	\$0
3	Program, per day (less than 4 hours) – Commercial	\$0
4	Program, per day (less than 4 hours) – Private	\$0
5	Program, per day (less than 4 hours) – School District	\$0
6	Program, per day (less than 4 hours) – Local Non Profit Group	\$0
7	Program, per day (4+ hours) – Commercial	\$0
8	Program, per day (4+ hours) – Private	\$0
9	Program, per day (4+ hours) – School District	\$0
10	Program, per day (4+ hours) – Local Non Profit Groups	\$0
11	Race, Timed Activity or Event, per day – Commercial	\$0
12	Race, Timed Activity or Event, per day – Private	\$0
13	Race, Timed Activity or Event, per day – School District	\$0
14	Race, Timed Activity or Event, per day – Local Non Profit Group	\$0
15	Event Maintenance Deposit	Greater of \$100 or \$1 per participant

READ a first time on
READ a second time on
READ a third time on
ADOPTED on

CORPORATE OFFICER

PRESIDING MEMBER

Report

Date	December 18, 2019	File:
To	Council	
From	Shaun Mason, Municipal Forester	Endorsed: 
Subject	Firearms Discharge Progress Update to Council	

Purpose

To advise Council of the staff request to defer Council recommendations from the November 21, 2018 Firearms Discharge Report until January 2021.

Background

There have been safety concerns brought forward by the public about the permitted firearm discharge areas within the Municipal Forest Reserve (MFR). Due to public concern and the increased recreational uses within the MFR, proposed changes were brought forward to the FAC on March 7, 2018 for review and discussion. Conservation Officer Scott Norris was present at the meeting to discuss the Provincial Hunting Regulations and provide further insight on potential options for North Cowichan staff to consider when drafting a report for Council on potential recommended amendments to "Firearms Discharge Bylaw No. 3077, 2000".

On November 21, 2018, Council reviewed the Municipal Forester's Firearms Discharge Bylaw report and directed staff to do the following:

That Council direct staff to request public input on the following proposed amendments to "Firearms Discharge Bylaw No. 3077, 2000":

- Remove Mount Tzouhalem and Stoney Hill Forest Reserve from the allowable Firearm Discharge area; and
- Align with Provincial regulation on Mount Prevost and in Cowichan Bay to permit firearm discharge within these areas as outlined in the Provincial Hunting and Trapping Regulation Synopsis.

Discussion

After the November 21, 2018 Council meeting, the communications plan was delayed due to staff seeking legal advice on the matter. A draft communications plan was completed in January 2019 after the legal opinion was received. At that point in time, staff were focused on the emerging forestry issues and continue to follow Council's directive to conduct a technical review of forestry operations and engage the public on the highest and best use of the forest. Although, hunting will likely be a topic discussed at a high level during the public engagement and technical review, the specific changes as proposed within the November 21, 2018 staff report were not incorporated as part of the forestry engagement scope of work.

Options

- 1) Defer the Council direction for public input on the proposed amendments to "Firearms Discharge Bylaw No. 3077, 2000" until January 2021.
- 2) Include the proposed amendments to "Firearms Discharge Bylaw No. 3077, 2000" as part of the forestry public engagement and be considered as part of the forestry operations review.
- 3) Proceed with public input on the proposed amendments to "Firearms Discharge Bylaw No. 3077, 2000" separate from the forestry engagement process with the goal to have any changes in effect prior to the 2020 hunting season.

Implications

The 2019 primary game hunting season ends Dec 10, 2019. Unless directed by Council to make the Firearms Discharge Bylaw public input a primary focus of the Forestry Engagement process, there will not be enough time for staff to receive, process, and submit a report to Council for consideration before notice of potential amendments to "Firearms Discharge Bylaw No. 3077, 2000" would need to be communicated to the public prior to the start of the 2020 hunting season.

If Council decided to direct staff to proceed with Option 2, staff would need to work with the contractor to incorporate the firearms discharge area into the communications and engagement plan that is currently being developed. Since this topic was not part of the original scope of work, there are potential financial implications which would need to be worked out with the contractor should Council decide to go with Option 2.

If Council decided to direct staff to proceed with Option 3, a consultant would need to be hired to aid in the process as all of staff's available time and resources will be focused on the forestry engagement and technical review.

Although, no formal complaints have been received from the public from the 2019 hunting season, there is the potential for negative public feedback and/or complaints during the 2020 hunting season. To help mitigate any potential issues, a small communications campaign could be implemented prior to the 2020 hunting season informing the public of "Firearms Discharge Bylaw No. 3077, 2000" and its restrictions.

By deferring to January 2021, North Cowichan will miss the opportunity to place an ad in the 2021 2023 Hunting and Trapping Regulations Synopsis but would be able to place an ad in future editions highlighting any amendments to "Firearms Discharge Bylaw No. 3077, 2000".

Recommendation

That Council direct staff to defer public input on the proposed amendments to "Firearms Discharge Bylaw No. 3077, 2000" as per the November 21, 2018 staff report until January 2021.

Attachment(s): Report: Firearms Discharge Bylaw 3077, November 21, 2018.

Report

Date	August 30, 2018	File: 8870-01
To	Council	
From	Shaun Mason, Municipal Forester	Endorsed:
Subject	Firearms Discharge Bylaw 3077	

Purpose

To review the existing Firearms Discharge Bylaw, the conflicts within select areas of the Municipal Forest Reserve, municipal properties and forestry managed lands and to make draft recommended changes to allow for public input.

Background

At the December 10, 2016 meeting, the North Cowichan Forestry Advisory Committee (FAC) asked staff to review the sites where hunting is permitted in North Cowichan, and to amend the firearm discharge area maps in the Firearms Regulation Bylaw (3077).

The Parks, Forestry and Recreation Departments are currently implementing the Parks and Trails Master Plan. As part of this program, hiking and biking trails are being sanctioned on Mount Tzouhalem where the Firearms Discharge Bylaw allows hunting to occur, therefore creating a conflict between users. This conflict will expand in upcoming years as the Municipality proceeds with the mapping, sanctioning and signing of hiking, biking and equestrian trails in other portions of the managed forest lands including Mount Richards and Mount Prevost.

The Municipality has also, through the new public road to Stoney Hill, allowed access to lands which previously were accessed through private property. The Cowichan Valley Regional District has purchased lands and incorporated them into a regional park at Stoney Hill, complete with a parking lot, kiosk, and washroom, which is an additional area where hunting is permitted (surrounding the park area, not within it).

In terms of public use in these two areas, the Mount Tzouhalem area is estimated to have had 80,000 visitors in 2017, and the new CVRD Stoney Hill Regional Park will have 35,000 visitors. As North Cowichan continues to enhance our Forest Reserve lands with new signage, expanded parking, and additional amenities, the number of users will continue to increase, creating more opportunities for conflict between hunters and other recreation users.

Building and Compliance, Parks Forestry & Recreation and Corporate Services have been involved in the review. External dialogue and communication has also been carried out with Scott Norris, Conservation Officer with the South Island District and Sean Pendergast, Senior Biologist with Forests, Lands, Natural Resource Operations & Rural Development.

Discussion

Residents value the ability to be able to hunt within the Municipality. There were eight members of the public representing the hunting community at the March 7, 2018 FAC meeting.

Scott Norris attended the March 7, 2018 FAC meeting to provide comments, answer questions and provide suggestions regarding hunting within the Municipality. Mr. Norris recognizes the importance of having areas available for people to hunt in North Cowichan. However, he also recognizes that the public heavily uses Mount Tzouhalem and Stoney Hill for recreation and did not feel that hunting was an appropriate activity within these two specific areas. Currently hunting within these areas is minimal and does have safety concerns. Mr. Norris suggested that these areas should be considered for removal from the firearm discharge zone. Mr. Norris highlighted that hunting opportunities would still be available at other Municipal properties.

Mr. Norris also brought up an issue where the provincial hunting regulations do not align with the current bylaw and that causes confusion for both hunters and Conservation Officers. Most hunters tend to look at the "Hunting & Trapping Regulation Synopsis" put out by the Provincial Government that shows rifles are permitted within the Mount Prevost area but the bylaw states that a "firearm using a single projectile" are prohibited within all areas of the Municipality. He also highlighted an area of Cowichan Bay that is included in the Provincial Regulation but is not within the Municipality of North Cowichan Firearm's Discharge Area. Mr. Norris suggests changing the Municipal Bylaw to align with Provincial Regulations.

In dialogue and correspondence with Sean Pendergast, in which he highlighted concerns that imposing further hunting restrictions will result in over abundant wildlife in the relatively near future and therefore he is opposed to restricting hunting. He provided examples of other municipalities that imposed hunting restrictions which have caused issues whereby culling may now have to occur which is controversial, expensive and time consuming. His position was that hunting in high use recreational areas can occur without conflict provided safe hunting practices are being followed. He also stated that there was no desire for the Province to change the current hunting regulations to match the Municipality of North Cowichan's bylaws. Mr. Pendergast also supports the hunting in Cowichan Bay as it keeps the waterfowl numbers down which maintains the ecological conditions.

Analysis

Through consensus, staff is recommending that public input is sought to amend Firearms Discharge Bylaw (3077) to the following:

- Remove Mount Tzouhalem and Stoney Hill Forest Reserve from the allowable Firearm Discharge area
- Align with Hunting & Trapping Regulations on Mount Prevost and in Cowichan Bay to permit firearm discharge within these areas as outlined in the Provincial Hunting & Trapping Regulation Synopsis.
- Continue to exclude Maple Mountain within the permitted Firearm Discharge area.

This would leave Mount Prevost, Mount Sicker and Mount Richards remaining within the Firearm Discharge Area to provide hunting opportunities with the importance of keeping the wildlife population under control,

Based on comments through Mr. Pendergast, the contentious area of Cowichan Bay would revert back to a firearms discharge area. His belief is that hunting is a safe activity and that there is a need to keep the waterfowl population down for ecological purposes.

A communications plan based on the consensus would include website/social media updates, erecting new signage at key locations to advise the public of hunting/no hunting areas and purchasing an ad in the BC Hunting & Trapping Synopsis in the 2020 edition to advise hunters of the Municipality of North Cowichan Firearms Discharge Bylaw.

Options

Option 1 (preferred): Request public input on the following:

- Remove Mount Tzouhalem and Stoney Hill Forest Reserve from the allowable Firearm Discharge area.
- Align with Provincial regulation on Mount Prevost and in Cowichan Bay to permit firearm discharge within these areas as outlined in the Provincial Hunting & Trapping Regulation Synopsis.
- Continue to exclude Maple Mountain within the permitted Firearm Discharge area.

Option 2: Move forward with the changes in Option 1 without public consultation.

Option 3: Prohibit firearms discharge within Municipal boundaries except for in permitted areas such as rifle ranges.

Option 4: Leave Bylaw No. 3077 as it is.

Recommendation

That Council direct staff to proceed with Option 1 which is to request public input on the following:

- Remove Mount Tzouhalem and Stoney Hill Forest Reserve from the allowable Firearm Discharge area.
- Align with Provincial regulation on Mount Prevost and in Cowichan Bay to permit firearm discharge within these areas as outlined in the Provincial Hunting & Trapping Regulation Synopsis.

Attachments: Firearms Discharge Bylaw 3077

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN

BYLAW NO. 3077

**A BYLAW TO REGULATE THE DISCHARGE OF FIREARMS AND BOWS
WITHIN THE MUNICIPALITY**

**This bylaw is consolidated under section 139 of the *Community Charter*
and is printed by authority of the corporate officer.**

Pursuant to section 139 (3) of the *Community Charter*, "a printed document purporting (a) to be a copy of a bylaw consolidated under this section, and (b) to be printed by authority of the corporate officer is proof, in the absence of evidence to the contrary, of the original bylaw, of all bylaws amending it and of the fact of adoption of the original and all amending bylaws."

Amendment Bylaw

Effective Date

3470	MAY 16, 2012
3548	JUL 16, 2014

WHEREAS Section 728 of the *Local Government Act* empowers the Council to regulate or prohibit the discharge of firearms and the use of bows;

NOW THEREFORE, the Municipal Council of The Corporation of the District of North Cowichan, in open meeting assembled, ENACTS as follows:

1. This bylaw may be cited as the "Firearms Regulation Bylaw 2000."
2. For the purpose of this bylaw, the following words have the following meanings:

"bow" includes a long bow, recurve bow, composite bow, or crossbow;

"firearm" means a device that propels a projectile by means of an explosion, compressed gas or spring, and includes a rifle, shotgun, handgun, air gun, air rifle, air pistol, or spring gun;
3. Subject to Section 5 of this bylaw, no person may discharge a firearm or a bow within The Corporation of the District of North Cowichan, except within those areas outlined and hatched in black on the map attached hereto marked Schedule "A" and made part of this bylaw.
4. Despite any provision of this bylaw, no person may discharge a firearm or a bow:
 - (1) within 25 metres of the boundary of a highway;
 - (2) such that a projectile travels across a highway;
 - (3) within 100 metres of any school building, school yard, public park, playground, church, workshop, place of business, dwelling house, farm building, or other place where persons may be assembled or engaged in work of any kind; and
 - (4) on a parcel less than five acres in size.

BL 3548

5. The Bylaw Compliance Officer may issue a permit to discharge a firearm to protect a golf course from damage by waterfowl or deer under the following conditions:

BL 3470

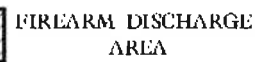
- (1) payment of the fee prescribed in the Fees Bylaw;
 - (2) the permit may be issued for up to 90 days;
 - (3) the permit must name the persons authorized by the owner of the golf course; and
 - (4) the permit may be revoked if it is being used for a purpose other than protecting a golf course from damage by waterfowl or deer.
6. The discharge of a firearm using a single projectile is prohibited within all areas of The Corporation of the District of North Cowichan, except for the Chemainus Road & Gun Club rifle range.
7. Every person who violates any of the provisions of this bylaw, or who suffers or permits any act or thing to be done in contravention or violation of any of the provisions of this bylaw, or who refuses, omits or neglects to fulfill, observe, carry out or perform any duty or obligation imposed by this bylaw, is liable on summary conviction to a fine not exceeding Two Thousand Dollars (\$2,000.00) or to imprisonment not exceeding six months, or to both.
8. The following are repealed:
- (1) "Firearms Regulation Bylaw 1992", No. 2665;
 - (2) "Firearms & Bows Regulation Bylaw 1992 Amendment Bylaw 1993", No. 2682;
 - (3) "Firearms & Bows Regulation Bylaw 1992 Amendment Bylaw 1996", No. 2898; and
 - (4) Section 40, of "Fees and Charges Bylaw 1994", No. 2714.

Read a First Time on the 6th day of September, 2000
Read a Second Time on the 4th day of October, 2000
Read a Third Time on the 4th day of October, 2000
ADOPTED on the 18th day of October, 2000

M. O. Ruttan, Municipal Clerk

H. R. Hollett, Mayor

To Bylaw No. 3077




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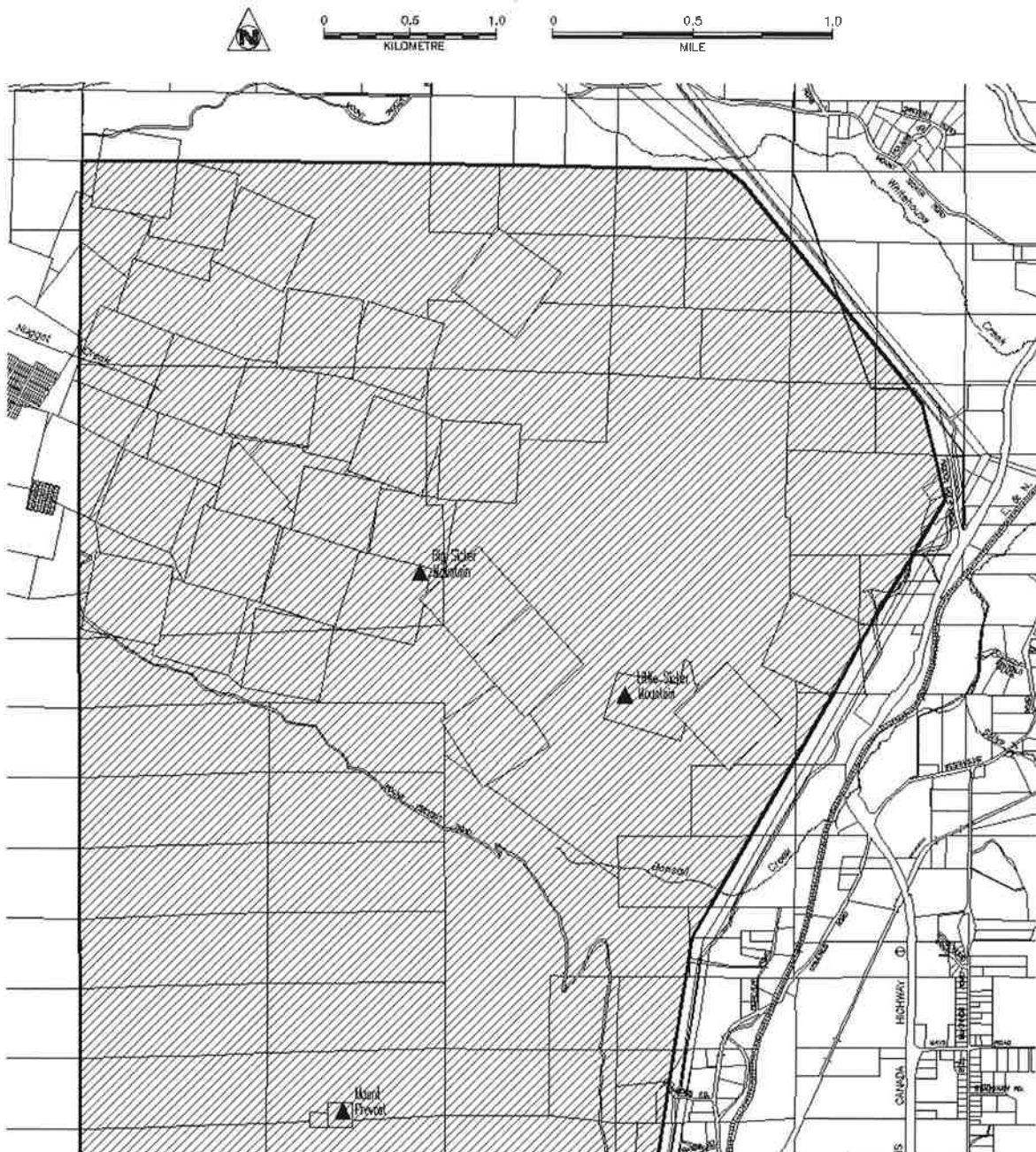


SCHEDULE 'A'


To Bylaw No. 3077

 FIREARM DISCHARGE
AREA

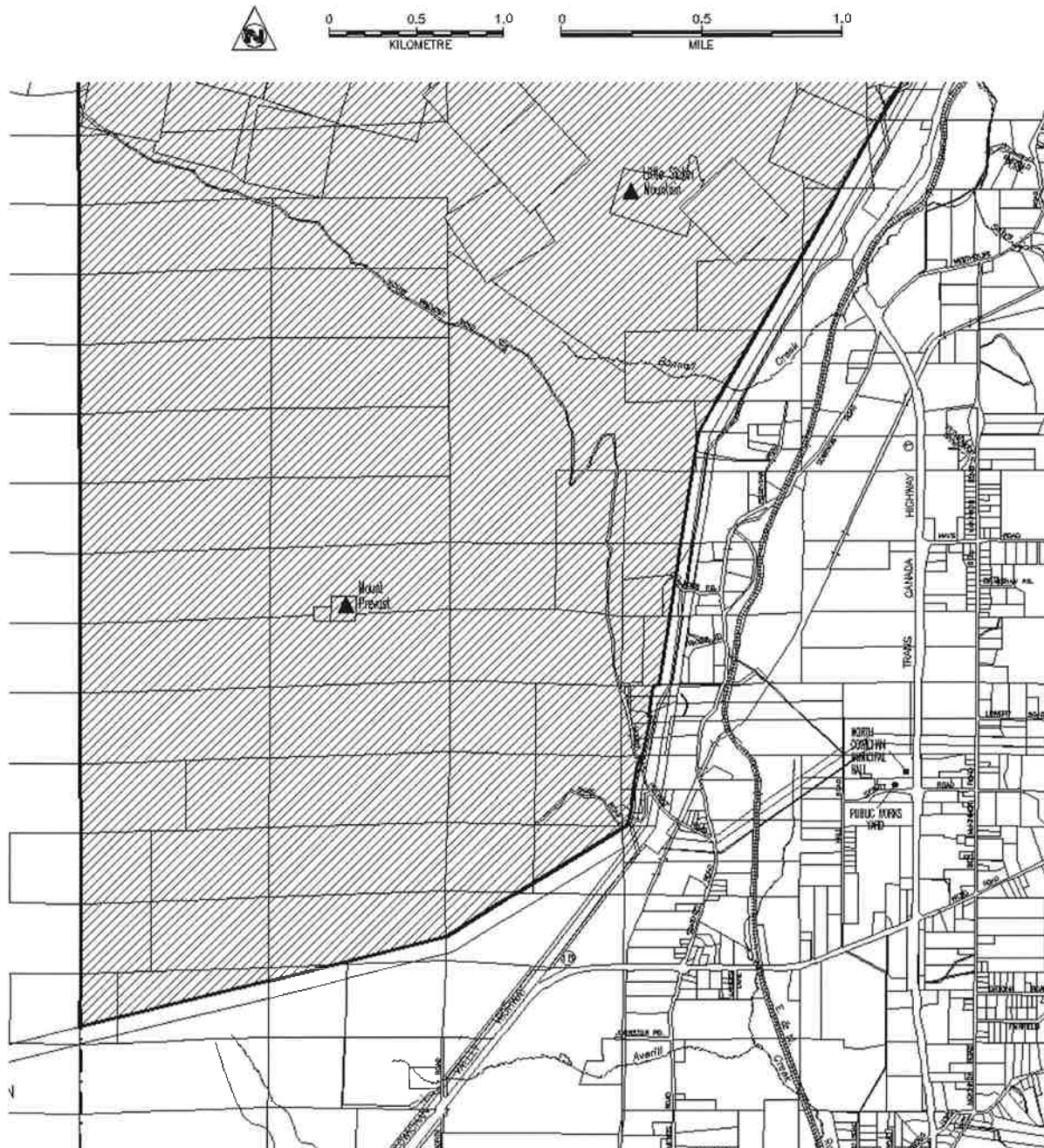
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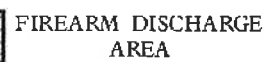
SCHEDULE 'A'
To Bylaw No. 3077

 FIREARM DISCHARGE
AREA

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To Bylaw No. 3077



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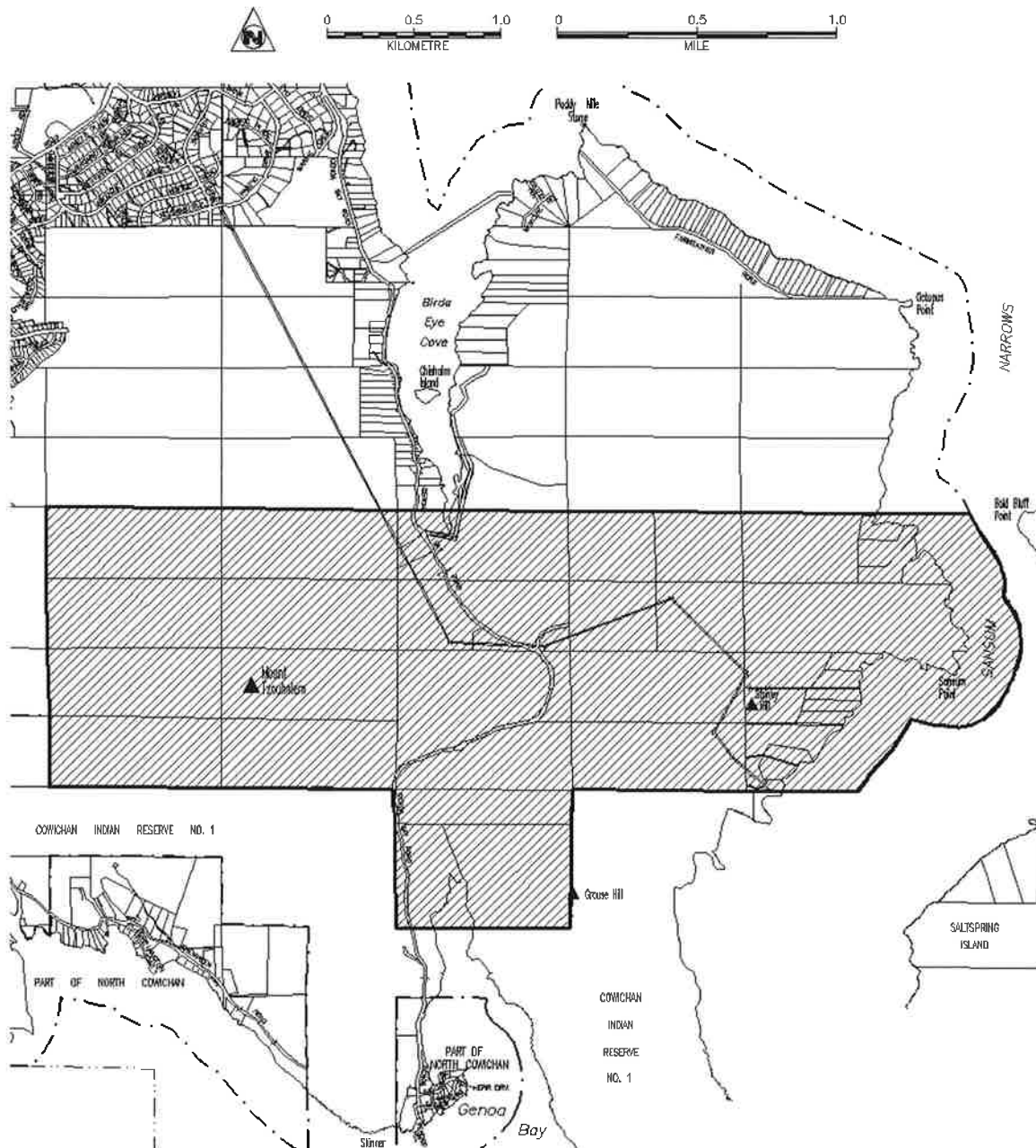
SCHEDULE 'A'

To Bylaw No. 3077



FIREARM DISCHARGE
AREA

Page 5 of 5



Report

Date December 18, 2019

File:

To Council

From Martin Drakeley, Manager of Fire and Bylaw Services

Endorsed:



Subject Fire Inspection Policy

Purpose

To provide Council with information and a recommendation to approve the attached *Fire Inspection Policy* (Attachment 1) establishing a regular system of fire and life safety inspections of hotels and public buildings in which the frequency and method are to follow the *Fire Services Act* legislation.

Background

Provincial legislation requires a municipal council to provide for a system of fire and life safety inspections. To date, North Cowichan Council has not implemented policy for fire inspections. Recent numbers provided by Business Licencing and Building, indicate 1700+ fire inspections are required to be completed annually. On average, one Inspector can complete 500+ inspections annually. This number does not take into account necessary re-inspections or follow up with noncompliant businesses.

Comparable staffing levels:

- Parksville
 - 1 station/ 525 Responses per year/ 500 inspectable properties plus re-inspections, 5 FTE (8 by 2023)
- Qualicum
 - 1 station/ 218 Responses per year/464 inspectable properties plus re-inspections, 3 FTE
- Comox
 - 1 station/649 Responses per year/550 inspectable properties plus re-inspections, 6 FTE
- North Cowichan
 - 4 stations/1200 Responses 1500 +/- inspectable properties plus re-inspections, 1.4 FTE

Currently North Cowichan has one CUPE position that is 40% Fire Inspector and 60% Bylaw Enforcement Officer. With the current level of bylaw enforcement and the increased demands for enforcement related to the opioid/homeless crisis, there is no capacity to do other than minimal fire and safety inspections.

Discussion

The BC *Fire Services Act* requires a municipality to provide a "regular system of fire inspections. The system of inspections is not prescribed. A local government has discretion in how it sets up its regular system of inspections as long as it meets a reasonable standard of care. Typically, local governments use a combination of internal Fire Inspectors, self-inspection and third party inspectors. Fire Inspectors are recommended for occupancies where there is high hazards (C, A1-A4, B1-B3) and self-inspections are recommended for occupancies with lower hazards (D and E). Industrial occupancies which vary in risk and

complexity can be required to have third party inspections.

Procedure for the Regular System of the Inspection of Buildings

OCCUPANCY*	GROUP	MINIMUM FREQUENCY/ BY WHO
Residential – Hotels, Motels and Apartments	C	12 Months/ extended if history of compliance and completed By Fire Inspector
Public assembly – Gathering of people for civic, religious, social, educational, recreational or like purposes of for food and drink consumption	A1-A4	12 Months extended if history of compliance and completed by North Cowichan Fire Inspector
Institutional – Treatment care or detention facilities	B1-B3	12 Months and completed by North Cowichan Fire inspector
Service industry / Office – Business use, professional and personal services	D	12 Months self-inspection by owner and yearly verification of compliance report filed with Municipality
Mercantile / Retail – Display / selling retail goods	E	12 Months self-inspection by owner and yearly verification of compliance report filed with Municipality
Low industrial hazard	F2-F3	12 Months 3 rd party inspection
High industrial hazard	F1	12 Months 3 rd party inspection

Options

- Establish a regular system of fire and life safety inspections the frequency and method are to follow the *Fire Services Act* by implementing the *Fire Inspection Policy* (attached).
- Hire a full time Assistant Fire Chief to implement the Fire Inspection Program.
- Reduce bylaw enforcement levels and use existing CUPE employee to implement the Fire Inspection Program.

Implications

Using self-inspection for low risk occupancies will reduce the budgetary impact of establishing a system of fire inspections, however, additional resources will be required prior to implementation. Presently, North Cowichan has .4 full-time employees (FTEs) devoted to Fire Inspections and Investigations. It would not be possible to perform the required amount of inspections with the current number of FTEs.

The 2018 Fire Services Review recommended implementation of *Fire Inspection Policy* for 2020, and hiring a full-time Assistant Chief, primarily responsible for fire inspections.

Non compliance with the *Fire Services Act* leaves the District open to liability for damage, injury or death in the event of a fire that may have been prevented with a regular system of fire inspections.

Reducing levels of service in Bylaw Enforcement would be counter productive given the current demands.

Recommendation

- 1. That Council direct staff to establish a regular system of fire and life safety inspections of hotels and public buildings in which the frequency and method are to follow the *Fire Services Act* by implementing the *Fire Inspection Policy* attached to the Manager of Fire and Bylaw Services December 18, 2019 report; and**
- 2. That Council direct staff to include a full time Assistant Fire Chief to implement the Fire Inspection Program in the 2020 budget.**

Attachment 1 - Frequency of Fire Inspections Council Policy

FREQUENCY OF FIRE INSPECTIONS

1. PURPOSE

For Council to approve a policy and establish a regular system of fire and life safety inspections of hotels and public buildings in which the frequency and method are to follow the Fire Services Act legislation.

2. SCOPE

- a. On a Provincial level, the Province of British Columbia (BC) operates under the *British Columbia Building and Fire Codes* and the *Fire Services Act (FSA)* to establish fire inspections, prevention and safety. The *Codes* are enforced during the construction, renovation, and demolition of structures prior to occupancy and final inspections. Post-occupancy, the *Fire Code* and the *Fire Protection Bylaw and Fire Services Act* are used in conjunction for Fire Inspections and it is incumbent on Fire Chief or his designate (Local Assistant to the Fire Commissioner, (LAFC)) to conduct fire and life safety inspections.
- b. In the District of North Cowichan the LAFC is delegated the authority on behalf of council thru the Fire Commissioner to perform the function of Fire Inspector. The LAFC is the Manager of Fire and Bylaw Services and Bylaw Compliance Officer/Fire Inspector and is responsible for enforcing "Fire Protection Bylaw 3340" and to ensure compliance with the *Codes* by undertaking fire safety inspections of buildings in the District of North Cowichan.
- c. Part 1, Section 26 (1) of the *FSA* mandates Council to provide for a regular system of inspection of hotels and public buildings in the Municipality.

3. DEFINITIONS

Under Section 1, Definitions in the *FSA*:

- a) "public building" includes a factory, a warehouse, store, mill, school, hospital, theatre, public hall, office building and any building other than a private dwelling house; and,
- b) "hotel" includes an apartment house, a residential building that has two (2) or more levels of strata lots as defined in the *Strata Property Act*, and a boarding house, lodging house, club or any other building, except a private dwelling, where lodging is provided.
- c) A boarding house, lodging house, club or any other building, except a private dwelling, where lodging is provided.

Under Section 36 of the *FSA* for inspection of buildings:

- a) "building" includes a hotel, public building, church, theatre, hall or other building used as a place of public resort;

- b) "Local Assistant" (LAFC) means a municipality that maintains a fire department, the fire chief and persons authorized in writing by the fire chief to exercise the powers of a local assistant;
- c) in a municipality that does not maintain a fire department, the mayor of the municipality or another person appointed as a local assistant by the fire commissioner;
- d) in any other part of British Columbia, a person appointed as a local assistant by the fire commissioner.
- e) and, in a municipality, the chief police officer and any other person authorized by the municipal council to exercise some or all of the LAFC's powers under this Part, and
- f) an officer has power at any time to enter a building to inspect it and ascertain whether a fire has occurred or occurred close to that area, and
- g) A municipal council must provide for a regular system of inspections and may authorize someone other than the LAFC to exercise some or all powers under section 21 to 23 of the Fire Services Act, within the Municipality.

4. POLICY

Procedure for the Regular System of the Inspection of Buildings

OCCUPANCY*	GROUP	MINIMUM FREQUENCY/ BY WHO
Residential – Hotels, Motels and Apartments	C	12 Months/ with a record of yearly compliance inspections could be extended to 24 months
Public assembly – Gathering of people for civic, religious, social, educational, recreational or like purposes of for food and drink consumption	A1-A4	12 Months extended if history of compliance and completed by North Cowichan Fire Inspector
Institutional – Treatment care or detention facilities	B1-B3	12 Months and completed by North Cowichan Fire Inspector
Service industry / Office – Business use, professional and personal services	D	12 Months self-inspection by owner and yearly verification of compliance report filed with Municipality, with a record of yearly compliance inspections could be extended to 24 or 36 months
Mercantile / Retail – Display / selling retail goods	E	12 Months self-inspection by owner and yearly verification of compliance report filed with Municipality
Low industrial hazard	F2-F3	24 Months 3 rd party inspection
High industrial hazard	F1	12 Months 3 rd party inspection

* Group designations as per the applicable addition of the **BC Building Code (BCBC)**

All owners and occupiers of buildings or premises in the District of North Cowichan must cooperate fully with the LAFC or their designate in connection with completion of scheduled

inspections.


Where the *BC Fire Code (BCFC)* requires the owner(s) of real property or a building to establish fire emergency procedures and prepare and maintain a building fire safety plan, the property owner must submit to the fire department a detailed fire safety plan and record of emergency systems installed within a building for review and approval prior to implementation of such a plan.

Fire inspections are arranged and maintained through the District of North Cowichan Fire Department.

APPROVAL HISTORY

WRITTEN BY: M. Drakeley	APPROVED BY:	DATE: Click here to enter a date.
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Report

Date	December 18, 2019	File: 0115-20
To	Council	
From	Ted Swabey, Chief Administrative Officer	Endorsed 
Subject	December 2019 Council Strategic Plan and Priority Projects Progress Report	

Purpose

This information report provides Council with an update on staff's progress towards advancing Council's 2019-2022 Strategic Plan projects and other priority work in 2019.

Background

In early 2019 Council created North Cowichan's first ever Council Strategic Plan. The 2019-2022 Strategic Plan outlines what Council aims to accomplish in its term. The strategic objectives in this document identify Council's priority projects for staff. The Strategic Plan sets out several years' worth of projects and new work to realize Council's vision and strategic objectives.

Council was provided with a staff progress update on September 18, 2019. The report highlighted that good progress has been made in completing a number of key Strategic Plan projects and other priority projects identified for action in 2019, with only a small number of projects behind schedule and a handful of projects requiring proactive deferral to 2020. Council was also advised that much of the progress had required significant and unsustainable afterhours work for senior staff in particular.

This update, which covers the period of September 18 to December 31, 2019, demonstrates continued progress towards meeting Council's strategic priorities. There are a number of priorities that are projected to be completed by the end of this calendar year or early in the first quarter of 2020, with a small number of projects being wholly deferred to 2020 since the last update, due to material scope changes or workload challenges. Staff workload continues to be a major challenge and has only increased in the final portion of 2019 due to pressing operational priorities, including the Vancouver Island MotorSport Circuit Comprehensive Development Application and related high-profile processes. North Cowichan is beginning to experience management retention challenges related to the significant and unsustainable afterhours work requirements over the past year.

The following section provides a status update with respect to advancing Council's strategic priorities and other major priority work in 2019.

Completed (2019)

Priority projects and work anticipated to complete in 2019 and now complete:

- ✓ Council Strategic Plan development and implementation
- ✓ Corporate Strategic Plan development and Implementation
- ✓ Council Policy for retail sales of marijuana

- ✓ Council Policy for retail sales of marijuana (subsequent review and update)
- ✓ Board of Variance Processes and Procedures developed and implemented
- ✓ Citizen Satisfaction Survey
- ✓ CHA Affordable Housing Strategy
- ✓ Global Telephone System Replacement
- ✓ SCADA Server Replacement (water monitoring system)
- ✓ Staff Standards of Conduct Policy development and implementation
- ✓ Employee Engagement Action Plans (Corporate and Departmental)
- ✓ Administrative Services Review
- ✓ Implementation of Procurement Software

Completion Anticipated Imminently (Possibly 2019, early Q1 2020)

Priority projects and work still anticipated to complete by December 31, 2019 or shortly thereafter:

- ✓ Departmental Business Plans (2020/2021)
- ✓ Develop a long-range strategic plan for North Cowichan-owned real estate
- ✓ Asset Management Plan Development (Phase 1)
- ✓ Innovative Housing Concepts (Kingsview and Chemainus)
- ✓ Evaluate the merits of adopting the Energy Step Code
- ✓ Contractor Control Program Review
- ✓ Evaluate options for environmental improvements to Quamichan and Somenos Lakes
- ✓ Human Resources Policy Audit
- ✓ Employee Feedback and Development System
- ✓ Storage Array Replacement
- ✓ Asbestos Program Review
- ✓ Confined Space Review
- ✓ CVRD Regional Recreation Funding Report
- ✓ CVRD Recreation Masterplan (CVRD Partnership)

On-Going

Priority projects and work which are on-going in nature or require re-envisioned ways of doing business to support achievement of Council's strategic objectives includes:

- ✓ Provide more input into managing the opioid crisis
 - Safer Community Plan Development and Implementation
 - Naloxone administration training to Council
 - Housing and shelter partnership with BC Housing
- ✓ Continue to develop strong relationships with Indigenous Peoples
 - First Nations Relations Committee struck
 - Informal government to government meetings occurring
 - Formal joint meeting with Cowichan Tribes occurred on November 25, 2019
 - Letters to six local First Nations to explore interest in regular joint meetings
 - Council and senior staff attended Cowichan Tribes Elders Lunch
 - Exploration of shared services with Cowichan Tribes (Building Inspection Services Agreement, Fire Protection Services Agreement)

- Exploration of protocol agreements
- ✓ Seek opportunities to partner and support affordable housing initiatives
 - Relationship building with BC Housing
 - Mayor's initiatives (veteran's housing)
 - CAO's initiative to support temporary shelter/low-barrier housing in collaboration with other local jurisdictions
- ✓ Ensure open and transparent communications with the public
 - Public engagement on long-term management of the Municipal Forest Reserve
 - IAP2 Training for Elected Officials and Senior Staff
 - Media Relations Policy and News Release Template

Behind Schedule (2019)

Priority projects and work anticipated to complete in 2019 but unlikely to complete until 2020 (late or deferred) due to scope expansion or staff capacity:

- ✓ Building Permit and Sign Permit Fee Review
- ✓ Building Bylaw Amendments
- ✓ Complete Master Transportation Plan Update
- ✓ Bylaw Adjudication Process/Bylaw
- ✓ Update DCC Bylaw
- ✓ Develop a long-term plan for the municipal forest reserve *(2019 work significantly delayed due to scope expansion and increased project requirements)*
- ✓ Rewrite the Official Community Plan, including LAPs (2021) *(2019 work significantly delayed due to scope expansion and increased project requirements)*
- ✓ Lockout Program Review (High Risk Assessments) *(Scope change included unanticipated additional training for all employees and assessments of facilities)*
- ✓ Development Procedures Bylaw
- ✓ Nuisance Property Bylaw
- ✓ Remodel and implement the Climate Action and Energy Plan

Deferred (to 2020)

Priority projects anticipated for 2019 completion but deferred to 2020 to accommodate priority work, scope expansions or unanticipated work (Deferred):

- ✓ Working Alone Program Review
- ✓ IAP2 Staff Training
- ✓ IAP2 Staff Workbook
- ✓ Corporate Communications Plan

On Schedule (Future Year)

Priority projects and work started or on-going in 2019 but not anticipated to complete until 2020 or beyond:

- ✓ Improve pedestrian safety on Boys Road (2021) *(possibility of falling behind schedule to 2022)*
- ✓ Relocate the Joint Utility Board Sewage Outfall Location (2025)
- ✓ Support sport tourism and in particular Rowing Canada Aviron's entry into the community (2023)

- ✓ Chemainus Boardwalk (2020)
- ✓ Cowichan Aquatic Centre Expansion (2021 – *corrected from 2020 per error in September report*)
- ✓ BC Ferries Expansion in Crofton (2022 – *corrected from 2020 per error in September report*)
- ✓ Implementation of Parks and Trails Masterplan (2017-2037)
- ✓ Childcare Space Planning (2020)
- ✓ Bell McKinnon Local Area Plan (New Hospital) Implementation (2028)
- ✓ Fire Services Review Implementation (2028)
- ✓ New RCMP Detachment (2021)
- ✓ Network Security Improvements (2022)
- ✓ Safety Program Software Implementation (2020)
- ✓ Develop functioning asset management plan for linear assets (Asset Management Plan Phase 2a follows completion of Phase 1)
- ✓ Forestry Review of Operations and Community Engagement (2022)

Emerging priorities between September – December 2019

During September 18 – November 26, 2019, 79 tasks were generated from Closed, Regular, and Special Closed Council meetings. Staff have completed 63 out of 79 of these tasks to-date. While some tasks are minor in nature and may only require several hours of staff capacity to complete (e.g. preparing letters), others, like the staff report requested on December 4, 2019 on the implications and potential consequences of reconsidering the Urban Containment Boundary in the Quamichan Watershed Area, require significant staff capacity to complete.

Recommendation

That Council accept the Chief Administrative Officer's December 18, 2019 report for information.

Report

Date December 18, 2019

File: 0115-20

To Council

From Sarah Nixon, General Manager, Corporate Services

Endorsed:



Subject Operational Strategic Plan 2019-2022

Purpose

To present Council with the Operational Strategic Plan 2019-2022 for information.

Background

In late 2018 North Cowichan undertook an Organizational Services Review which provided over 70 short, medium and long-term recommendations to support improved organizational performance. The creation of a corporate planning framework, including the Council Strategic Plan and Operational Strategic Plan, were among the top priority recommendations. The need for this corporate planning framework was affirmed internally, subsequent to the Organizational Services Review, by the December 2018 employee engagement survey. The survey question tied for the lowest level of agreement was "Municipal Council provides clear direction to staff on their collective vision and objectives during a term" (19 percent agreement with the statement), and the survey question tied for the third lowest level of agreement was "North Cowichan's senior leadership team clearly communicates North Cowichan's plan and strategy" (29 percent agreement). Both the Organizational Services Review and the Employee Engagement Survey were conducted by qualified external parties.

Council adopted its first ever Strategic Plan in March 2019. The creation of the Operational Strategic Plan was approved by Council by way of the Financial Plan. Once the Financial Plan was adopted in May 2019, staff undertook a competitive procurement process and ultimately retained MNP LLP to facilitate management workshops to complete the analytical work required to generate the Plan during summer and early fall. The Plan was developed by the Executive Management Team in consultation with the broader management team, and all staff were included in an 'inform and consult' campaign led by the Communications and Public Engagement team. The Plan was then introduced to all staff by way of Chief Administrative Officer's semi-annual 'All Staff Meetings' wherein the CAO attended all worksites (excluding Fire Halls) to discuss the Operational Plan with staff and how it helps to set a new direction for the organization under Council's Strategic Plan.

The Plan is attached to this report as Attachment A.

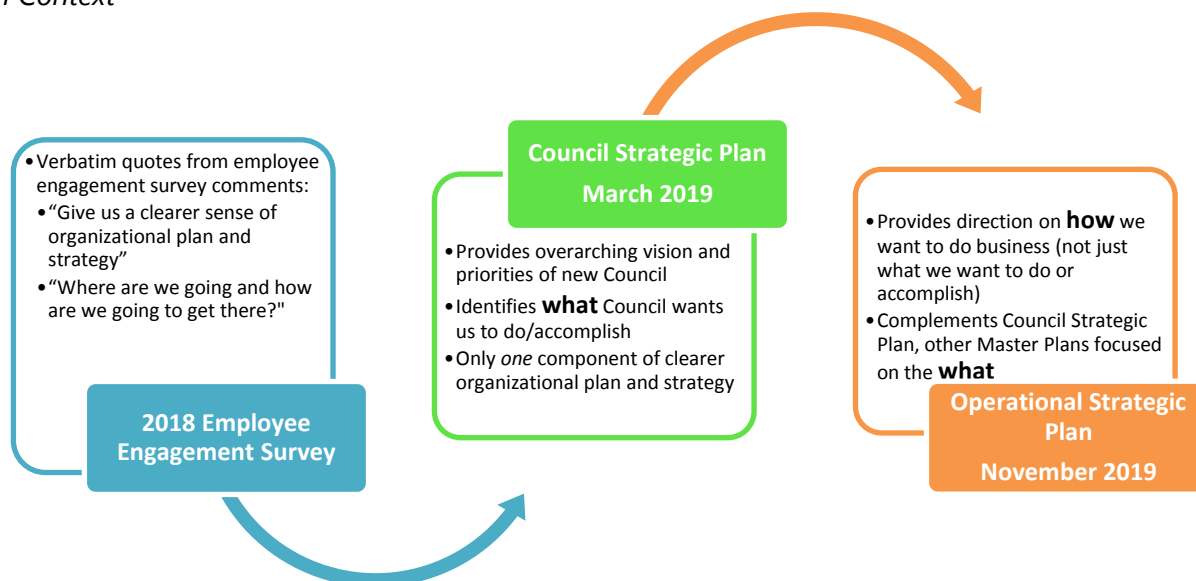
Discussion

Why an Operational Strategic Plan?

The Operational Plan complement's Council's Plan. Both the Council and Operational Plans are beacons for staff to align to in determining *what* work to do and *how* to do their work. Without them, staff do not have cohesive, clear, overarching corporate direction on what work and opportunities to prioritize in the short and long term, or internal direction on how the organization should do business to align with the objectives and expectations of Council. In their absence, staff have a limited line of sight as to what to prioritize amongst competing demands and their work is directed solely by a long and ever-growing project list.

While Council's Plan set outs the specific work and opportunities staff must prioritize to support Council in realizing its vision for the community (primarily, *the what*), the Operational Plan provides internal direction through the Chief Administrative Officer to staff on how the organization should do business in alignment with Council's vision and priorities (primarily, *the how*), and what internal work should be prioritized to ensure a high-functioning and sustainable organization providing core municipal services for years to come.

Plan Context



Vision

North Cowichan is a progressive organization delivering responsive, effective and efficient public service to the unique communities we serve.

2019-2022 Operational Strategic Plan
Vision Statement

The Operational Plan sets out a vision for the type of organization and employer we aspire to be.

The vision statement is supported by corporate values highlighting the attitudes and behaviours that will contribute to a culture that will help us realize our organizational vision and support Council in achieving its vision for the community at large. The corporate values and their definitions are located on page 8 of the Operational Strategic Plan, but are listed below for reference:

Values

- Service Excellence
- Commitment
- Environmental Stewardship and Sustainability
- Fiscal Accountability
- Inclusion
- Continuous Improvement
- Collaboration

The Operational Plan also identifies strategic pillars supported by objectives and the key actions. Strategic pillars are the planks that hold up our organizational vision, remove a pillar and the vision cannot be achieved. The pillars are supported by related objectives and actions, all of which help us to realize our vision.

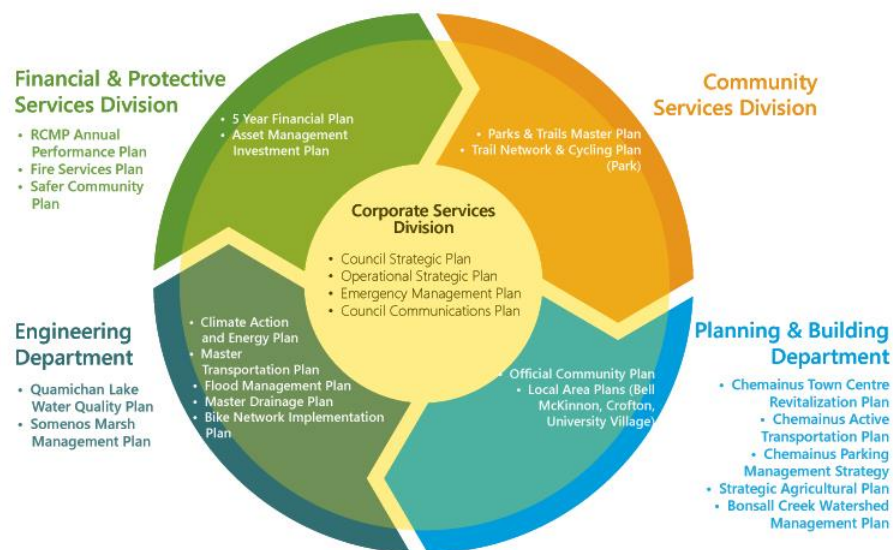
Strategic Pillars



Operationalizing Master Plans: The Strategic Planning Cascade

The Council Plan is now an overarching Master Plan adopted by Council providing broad guidance, in addition to other existing Master Plans of Council, that provide more limited scope direction to staff (in so far as they guide the work of select departments only). These include but are not limited to: the Official Community Plan, the Climate Energy and Action Plan and the Parks and Trails Master Plan. The Operational Plan aligns to and operationalizes the Council Plan and other Master Plans of Council, while also accomplishing inward facing objectives related to core service maintenance, customer service and risk management. The graphic below and found in the Operational Plan, illustrates the existing Master Plans of North Cowichan, and shows them linked to the services divisions/departments most responsible for their management and implementation, although it is acknowledged most Master Plans impact one or more divisions/departments.

Master Plans



In a municipal corporate planning context, Departmental Business Plans (prepared and updated on an annual basis) are perhaps the most critical components. These documents are how Master Plans become fully operationalized and entered into the responsible business unit's work plan and budget on an annual basis. Departmental Business Plans tell a story about the organization's budget, that is more than just the numbers.

The graphic below illustrates the municipal corporate planning cascade, or in other words how Council's Strategic Plan and other Master Plans of Council are operationalized and broken down from the organizational level, to the departmental level, to the project team or sub-team level to the individual level.

Strategic Planning Cascade



How Success Will Be Measured

We will be monitoring a few key performance indicators to measure progress towards implementation of the Plan as illustrated below.



Further, the Departmental Business Plans, effective in 2020, will also contain department-specific performance measures that will track progress towards achieving Council's Strategic Plan, other Master Plans of Council, the Operational Strategic Plan, as well as key aspects of performance related to the delivery of core municipal services to the public.

Progress towards implementing the Operational Plan and Departmental Plans will be monitored on a continuous basis and, where possible, reported out quarterly. While the goal will be to provide consistent, accurate and timely reporting on key aspects of organizational performance, some of the performance data can only be gathered periodically (e.g., customer satisfaction surveys occur every two years) and will be reported out in future reporting periods.

Recommendation

That Council accept the Chief Administrative Officer's December 18, 2019 report for information.

Attachment(s):

Attachment A – Operational Strategic Plan 2019-2022



Operational Strategic Plan 2019-2022

Adopted on **ADD DATE**





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FOREWORD

EXECUTIVE MANAGEMENT TEAM

We are proud to present North Cowichan's first ever Operational Strategic Plan. This Plan identifies the organization's vision, values and objectives in alignment with the first ever Council Strategic Plan 2019-2022 (adopted in March 2019). The Council Strategic Plan outlines the priorities of our recently elected Council (October 2018) and promotes public transparency regarding what Council wishes to accomplish in their tenure; our Operational Strategic Plan provides guidance to Municipal leadership and staff on how to operationalize Council's Strategic Plan, but also identifies short and longer-term internal operating priorities to ensure a sustainable, high-performing and accountable organization regardless of the composition or priorities of the Council elected.

The 2018 Employee Engagement Survey told us that employees wanted clear direction from senior leadership on North Cowichan's organizational plan and strategy. This Plan provides that direction and communicates our plan.

The Executive Management Team (EMT) takes accountability for implementing this Plan and ensuring that all departments' annual departmental business plans and processes support its implementation. While the accountability is with EMT, it will take all employees working together in alignment to realize the vision and objectives in this Plan. We are excited to make progress together!

Ted Swabey
Chief Administrative Officer

Mark Frame, *General Manager*
Financial and Protective Services

Sarah Nixon, *General Manager*
Corporate Services

Ernie Mansueti, *General*
Manager, Community Services

Rob Conway, *Director of*
Planning and Building

David Conway, *Director of*
Engineering

OUR ORGANIZATION

Our organization supports a significant land base of 195.5 km² and a growing population of 29,676 residents (2016 Canada Census). Based on our geographic size and population distribution, we are defined as a district municipality, which comes with its own unique infrastructure and governance challenges and opportunities. North Cowichan is the oldest district municipality in British Columbia, incorporated in 1873. As a long-established organization we have grown gradually over a very long period of time in every way - from our land base, to our physical and built assets, to the population we serve, to the number of staff we employ. This long history also presents distinct challenges and opportunities.

As an organization, we support multiple and unique communities, including Crofton, Chemainus and Maple Bay, and a large suburb outside the City of Duncan dubbed “South End.” Each of these communities come with their own set of needs and expectations about our organization’s focus and priorities.

We employ approximately 450 staff (including approximately 150 Paid On-Call Firefighters) across multiple worksites which include the Cowichan Aquatic Centre, Fuller Lake Arena, Safer Community Office, RCMP Detachment, four Fire Halls, the Municipal Hall and the Operations and Public Works Yard. Across these sites, we deliver a wide range of diverse programs and services that impact our citizens on a daily basis. To give you a sense of the scale of our services and amenities, they include: 65 actively maintained parks, 24 playgrounds, 8 youth facilities, 3 water systems, 4 wastewater facilities, and over 300 kilometers of maintained road.



CONTEXT OF THE PLAN

Strategic Planning Cascade

Council's Strategic Plan and the Operational Strategic Plan do not exist in a vacuum and are not standalone documents setting the direction and priorities for our organization: they are now part of a larger group of Master Plans adopted by Council, which set out long-term direction and priorities for staff across all lines of business in our organization (in some cases over 20 or more years).

Council's Strategic Plan and this Operational Strategic Plan are now complementary Master Plans that provide additional direction where no such formal Master Plan existed previously. They exist within a strategic planning cascade (illustrated below) where we break down complex, short and long-term organizational objectives into smaller components at either the department, project or individual plan level. In theory, if all corporate planning in the organization is adjusted toward achieving the larger objectives in the Council, Master and Operational Plans, and we ensure the staff time and budget not required for regular operating requirements are aligned with those priorities, we are more likely to achieve our priorities and less likely to become consumed with unaligned priorities.

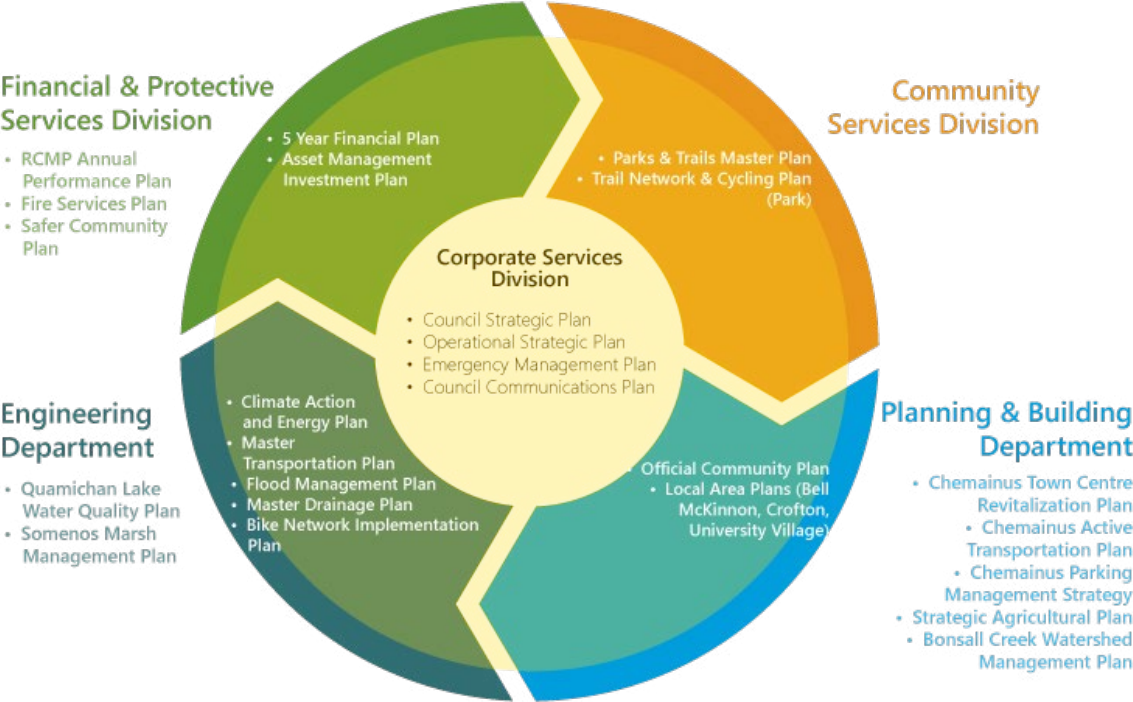


In a local government context, Departmental Business Plans and Bylaws are perhaps the most critical components of the strategic planning cascade as these are how Strategic and Master Plans are operationalized into formally delegated responsibilities (Bylaws), and/or entered into work plans and the budget on an annual basis (Departmental Business Plans).

There are many other relevant Master Plans for the organization of which staff should be aware. Your Departmental Business Plan – regardless of your department or division – will be aligned to and reflect the relevant Master Plans impacting your division or the department in which you reside. The Master Plans are illustrated below by services divisions or departments. It's important to note that many Master Plans impact the business planning of multiple departments, but for simplicity's sake are illustrated below in the 'primarily responsible' service area.



MASTER PLANS



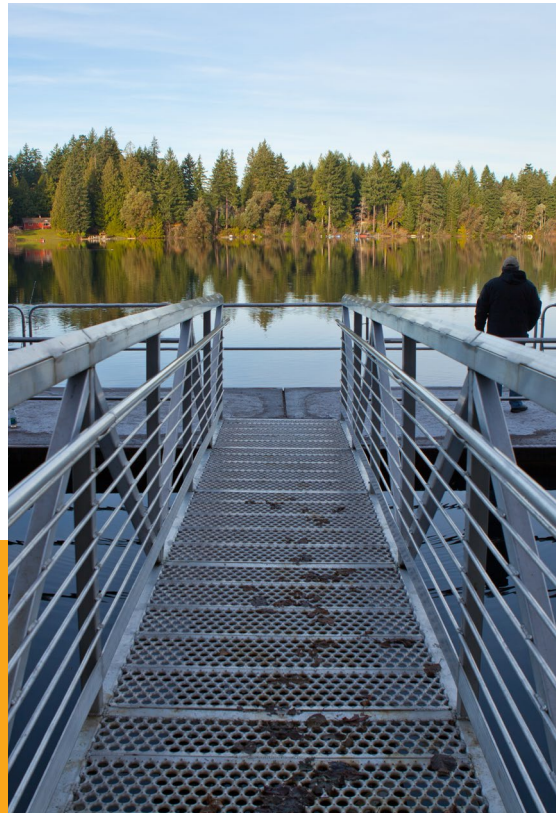
FUTURE of the PLAN

While this Plan reflects the objectives of the Council Strategic Plan, it is a living document that may change with emerging or critical issues that may cause Council and/or the Executive Management Team to re-evaluate strategic direction and priorities.

The tables in the Objectives section of the Plan indicate when each key action is projected to begin. This plan will be reviewed annually by the EMT to review progress and ensure we are aligned with current council direction and community needs. This annual review will support and drive divisional and departmental work-planning across the organization and will be aligned with the annual budgeting process.

EMT is committed to providing annual organization-wide updates on progress and any revisions to the Plan. The Chief Administrative Officer (CAO) will also look to provide updates to staff more frequently by way of the CAO All Staff Meetings.

VISION



North Cowichan is a progressive organization delivering responsive, effective and efficient public service to the unique communities we serve.

VALUES

Service Excellence

We provide superior service and work products to our customers, including Council, patrons, residents and fellow staff, and put a customer-first lens on everything we do.

Environmental Stewardship

We adapt our thinking to consider the environment in all of our decisions, large and small, always looking for ways to minimize our footprint.

Fiscal Accountability

We are dedicated to prudent and sustainable financial management in service to our residents.

Inclusion

Our behaviours and actions foster a culture where all staff feel accepted, welcome and safe, and contribute to a positive, respectful and fun work environment.

Commitment

We are engaged and dedicated to our jobs and organizational objectives, take accountability for our actions and proactively identify and contribute to solving problems.

Continuous Improvement

We display curiosity about what we could do differently or better, plan for and implement change required to realize improvement opportunities and remain open to feedback from each other and the public.

Collaboration

We work cooperatively to achieve our organizational goals and identify when to involve, consult or inform with others in the organization or community about our plans, projects, decisions, etc.



STRATEGIC PILLARS

Executive Leadership

We create the culture, values and overall direction for our success

Work Planning

We develop corporate plans to prioritize and resource our work, and ensure achievement of Council's Strategic Plan and other Master Plans

Customers & Partners

We engage our community partners, all levels of government and customers to facilitate good relationships and outcomes for the organization

Employees

We encourage, enable and empower our people to contribute to the organization's overall success

Systems & Processes

We implement common and consistent approaches to analyzing and solving system and process problems, including formal project management



OBJECTIVES

Executive Leadership

1. The Executive Management Team committed to and actively communicates Council's and the organization's vision and values

KEY ACTIONS
Show continual progress on implementation of Council's Strategic Plan
Implement the Operational Strategic Plan
Biannual CAO Meetings (All Staff Meetings)
Monthly Management Team Meetings
Weekly Executive Management Team Meetings

2. The Executive Management Team continually evaluates their own effectiveness and focuses on improving team performance

KEY ACTIONS
Model behaviours consistent with organizational vision, values and strategic pillars and objectives
Improve role clarity and formal expectations for General Managers, Department Heads and Managers, formally document and share expectations with all staff
Increase Management Team alignment

3. The Executive Management Team demonstrates a commitment to collaboration and involving employees in decisions that impact them

KEY ACTIONS
Employee information campaigns and/or consultation processes are conducted when changes are anticipated
Collaborative project planning across departments

4. Each member of the Executive Management Team is visible and accessible to the organization

KEY ACTIONS
Executive Management Team and Management Team profiles become part of new employee orientation, stored on intranet
Executive Management Team adoption of an "Open Door" policy
Executive Management Team accompanies CAO on Biannual CAO Meetings (All Staff Meetings)

5. Corporate training is provided to develop leadership competencies for the Management Team

KEY ACTIONS

Hold management training for the management team and applicable supervisory staff on the following in 2019/2020:

- Giving and receiving constructive feedback
- Project management
- Change management and change leadership
- Effective delegation, information transfer
- Assertive communication
- Building a respectful workplace/conflict management
- Holding others accountable

Develop a basic leadership succession planning program

OBJECTIVES

Work Planning

6. Strategic management is part of our core business

KEY ACTIONS

Annual Departmental Business Plans are developed (beginning for 2020)

Departmental Business Plans are communicated; employees are aware of what is in their Departmental Business Plans and in other Department's Business Plans that impact their work.

Departmental Business Plans, budgeting and work planning strongly reflect Council's Strategic Plan, and other Master Plans of Council

Review corporate budget development process and align with annual departmental business planning

Fully developed strategic planning cascade aligned with operating and capital budget cycle implemented by 2020

Implement prioritization and capacity model as part of corporate planning

7. We are responding to climate change and demonstrating environmental stewardship

KEY ACTIONS

Develop a comprehensive climate change risk and vulnerability registry

Remodel and implement the Climate Action and Energy Plan

Develop LED lighting program

Department Business Plans (2020 and beyond) will identify specific actions to update Municipal services and programs to reflect the climate change emergency acknowledged by Council and Council's Strategic Plan

8. The actions in our business plans reflect a desire to improve and adapt to changing circumstances (rather than replicate)

KEY ACTIONS
Identify potential new sources of revenue for North Cowichan
Develop a long-range plan for North Cowichan owned real estate
Undertake the Forestry Review (including public engagement)
Develop a long-term plan for the Municipal Forest Reserve (once Forestry Review complete)
Review options to provide any future municipal forest timber to local businesses for secondary industry
Identify opportunities to move from manual to value added business processes (ex. manual data entry to electronic forms and workflows)
Offer Continuous Improvement Training to build staff capacity
Citizen service modernization project to create a longer-term plan to modernize citizen services and take a 'service design' approach
Compare project design costs to determine if and when projects should be outsourced
Compare and benchmark capital projects to determine if and when projects should be outsourced
Customer feedback is used to improve programs and services

OBJECTIVES

Customers and Partners

9. Continue to work collaboratively with regional government partners to secure optimum outcomes for North Cowichan and the region

KEY ACTIONS
Economic Development partnership with CVRD provides sustainable business growth and is supported by efficient processes, available land, and accessible infrastructure
Consider the merits of implementing an Economic Development Committee
Support, retain, and attract light industry
Support small scale innovative agriculture
Review the potential for creating a heritage protection policy
Continue to provide support for Joint Council Meetings with City of Duncan
Continue to pursue and support opportunities to collaborate with other regional partners (ex. Safer Community Plan, Rowing Canada, Regional Recreation, IT Shared Services Agreement Renewal, on-going Joint Utility Board collaboration, etc.)
Continually seek opportunities to leverage Cowichan Valley Regional District programs and continually evaluate effectiveness of their functions



10. Continue to develop strong relationships with Indigenous peoples

KEY ACTIONS
Provide support for Council to Council/Government to Government Joint meetings
Provide support for First Nations Relations Committee
Continue to develop strong relationships with Indigenous Peoples
Seek staff opportunities to build relationships and support local First Nations (ex. Building Inspection Services Agreement with Cowichan Tribes, First Nations Fire Agreements renewed, etc.)
Make cultural awareness training available to the management team to build competencies for relationship building
Explore how North Cowichan can internally and externally respond to the recommendations of the Truth and Reconciliation Commission

11. Access to self-service is provided for the public as well as the option to sign up for push media

KEY ACTIONS
Implement the Website Governance Policy to improve interim and long-term website maintenance
Create a new Municipal website organized by customer needs not organizational structure
Leverage the Municipality's open data program to improve transparency and efficient and low-cost public access to routinely available records
Enable citizen self service online (i.e. electronic form and payment submission)

12. District identity is clearly articulated and defined

KEY ACTIONS
Ensure open and transparent communications with the public
Citizen Satisfaction Survey 2022
Create Corporate Communications Plan
Update signage/signage revitalization
Service goals and performance are communicated to the public

13. Public engagement and communication is used through our core services

KEY ACTIONS
Launch tools for informing the community about current land-use and development applications
Provide staff with training and tools to support enhanced public engagement
Develop and train spokespeople on a Media Relations Policy
Proactively inform residents and staff about key Council and organizational projects and priorities
Distribute information to residents through social media, website and traditional media formats

OBJECTIVES

Employees

14. Staff have the required training and access to a development and feedback system

KEY ACTIONS
Management team plans for and enables staff to attend training to support effectiveness in their role
Dedicated staff training space is identified and outfitted
Implement the Employee Development and Feedback System
Implement an Absence Management Program
Provide District-wide training on basic MS Office Suite Software
Provide staff training on report writing

15. Health and Safety is embedded in our core business and culture

KEY ACTIONS
Maintain high functioning Health and Safety Committees at required worksites across North Cowichan
Prevent workplace injury through the implementation of a functioning Health and Safety Management System
Legislative risk assessments are completed and appropriate controls are in place (dozens of projects)
Establish a Return to Work Program to get injured or ill employees back to safe and appropriate work sooner
Implement Safety Program Software corporately

16. Employees are engaged at work

KEY ACTIONS
Implement 2019/2020 Departmental Employee Engagement Action Plans
Undertake December 2020 Employee Engagement Survey
Deliver training on employee engagement to managers (concept and drivers of engagement) in early 2021

17. Human Resources policies and programs are up-to-date, accessible, known to staff and support a positive employment experience

KEY ACTIONS
Develop a corporate orientation policy and program
Complete a Human Resources policy audit
Complete implementation of the Standards of Conduct Policy

18. Employees are recognized for good work, in ways meaningful to them

KEY ACTIONS
Conduct staff consultation to determine if a formal employee recognition program is desired, determine the elements important to staff in developing a program
Move the annual staff appreciation BBQ to the first or second week of June (outside tax window, students at work)
Change the format of Long Service Award presentation to include a formal luncheon where certificates of service are awarded by the Mayor and CAO
Council Bulletin is leveraged to profile the work and successes of departments and staff to Council, when opportunities arise

OBJECTIVES

Systems and Processes

19. Projects are managed within a scalable project management framework

KEY ACTIONS
Project management training to be provided to all managers and interested employees
Project management framework ensures cross-departmental input is sought early for projects impacting multiple departments
Establish Project Management Framework
Establish Project Management Templates

20. Relevant and responsive bylaws and Council policies are in place and are enforceable

KEY ACTIONS
Audit and update existing Council policies, harmonize with corporate policies
Audit and update existing Bylaws, repeal outdated Bylaws
Support Regulatory Review Committee
Transfer all Bylaws and Council policies to a digital format accessible by staff and the public

21. District emergency response planning and systems are in place

KEY ACTIONS
Develop crisis/emergency communications plan
Review EOC Management Structure to build resiliency



22. Service delivery is carried out in a consistent and efficient manner

KEY ACTIONS
Develop and implement a Customer Service Policy
Identify, streamline, and document all common business processes across the District
Create Corporate Administrative Policies and Procedures Manual
Identify a client tracking solution(s) that will allow centralized reporting of customer enquiries and correspondence
Improve external and front counter signage as an interim measure to improve customer experience

23. Enterprise technology solutions are implemented

KEY ACTIONS
Establish an IM/IT governance policy that sets out clear roles and responsibilities and business processes to be followed in selecting, implementing, and operating new systems
Review existing systems and consider implementing these systems on an enterprise wide basis.
Continue toward transition to an Electronic Document Records Management System (EDRMS)
Review and enhance use of Tempest/Prospero
Procure and implement budget management software

24. High value District records are identified, accessible and safely retained

KEY ACTIONS
Complete high value record identification and records management process mapping exercise with each line of business at North Cowichan
High value records migrated from shared drive and other non-secure locations to EDRMS
Provide corporate training on file management

25. Relevant and responsive corporate policies and processes are in place, optimized and current

KEY ACTIONS
Update Council Report templates
Develop procurement policy procedures and resource accordingly
Provide procurement training to all staff with procurement roles and responsibilities
Complete implementation of Bonfire software, including integration of purchasing agreements and renewal dates
Privacy Management Policy implementation and training
Develop and adopt consistent corporate forms and templates

26. Communications systems and processes are in place so employees know what is going on departmentally and organizationally

KEY ACTIONS

Implement a cloud-based corporate intranet which does not require a Windows ID/North Cowichan email address to access

Management Team accountable for ensuring information from Executive Management Team and Council is shared with staff in a timely manner

Divisional and Departmental Communication expectations are formally set

Non-confidential EMT minutes are accessible and shared with Management Team

Non-confidential Management Team Meeting minutes are accessible and shared with staff

Council Bulletin disseminated to all staff

27. Municipal buildings, fleet and tools meet service requirements and business objectives

KEY ACTIONS

Fleet, tools, equipment and fleet purchasing processes and procedures are updated to reflect climate change and health and safety imperatives

Integrate building maintenance across the organization and review the need for additional resources

Implementing and updating fire apparatus and fire truck lifecycle

Undertake consultation with applicable staff

28. Enhance the long-term sustainability of the Fire Services model

KEY ACTIONS

Limit District fire support services to the "interior" level

Implement Fire Services Review

Develop a Paid On-Call Firefighter Recruitment and Retention Strategy

Establish a Fire Inspection Policy

29. Enterprise risks are known and the District is prepared for risk scenarios

KEY ACTIONS

Develop an enterprise risk registry for North Cowichan

Create a Senior Safety/Risk Management Committee to ensure high risk is mitigated throughout the organization

Develop and implement department business continuity plans

Develop, implement and monitor a contractor control program



HOW SUCCESS WILL BE MEASURED

We will be monitoring a few key performance indicators to measure progress towards implementation of the Plan as illustrated below.

Executive Leadership	Work Planning	Customers & Partners	Employees	Systems & Processes
Percentage of improvement in Employee Engagement related to Executive Leadership	Percentage of committed Council Strategic Plan and Operational Strategic Plan projects completed each year	Maintenance of or improvement on already high Customer Satisfaction Number of new partnerships each year	Percentage of overall improvement in Employee Engagement	Percentage of committed Council Strategic Plan and Operational Strategic Plan projects related to Systems & Processes completed each year

We have developed Departmental Business Plans, effective in 2020, to operationalize Council's strategic direction. Departmental Business Plans will also contain department-specific performance measures that will track progress towards achieving Council's Strategic Plan, other Master Plans of Council, the Operational Strategic Plan, as well as key aspects of performance related to the delivery of core municipal services to the public.

Progress towards implementing the Operational Plan and Departmental Plans will be monitored on a continuous basis and, where possible, reported out quarterly. While the goal will be to provide consistent, accurate and timely reporting on key aspects of organizational performance, some of the performance data can only be gathered periodically (e.g., customer satisfaction surveys occur every two years) and will be reported out in future reporting periods.

The Municipality will also publish an annual report that will be made available on the Municipal website to demonstrate progress towards achieving our goals.

FEEDBACK


We value your feedback on our Strategic Plan!

Share suggestions with the
Executive Management Team by email to:

yourHR@northcowichan.ca 

All feedback will be considered as part of our
annual review of the Strategic Plan.

Report

Date	December 18, 2019	File:	0115-20
To	Council		
From	Ted Swabey, Chief Administrative Officer	Endorsed:	
Subject	Council's Strategic Plan Public Engagement Results and 2020 Operationalization		

Purpose

To present Council with the results of the public engagement survey on Council's Strategic Plan and provide information regarding the development of departmental business plans that will be presented to Council as part of 2020 budget deliberations to continue operationalization of Council's Strategic Plan.

Background

When Council prepared its Strategic Plan in late 2018 and early 2019, following inauguration in November 2018, public input on the Plan was not sought on the basis that Council was very recently elected and, through their respective campaigns, had a clear sense of what their constituents sought from them with respect to the vision for the community and the projects to be undertaken that would realize that vision. This decision was made with an understanding by Council that public input would eventually be sought in preparation for 2020 business planning and budgeting.

On September 18, 2019, Council endorsed the Manager of Communications and Public Engagement's proposed plan to consult the public as part of the 2020 community budget meetings. The plan for engagement included three in-person meetings, which occurred on October 22, 24 and 28, 2019 in Chemainus, Crofton and South End, where in-person information and survey stations were set up for residents to give feedback on Council's Strategic Plan, to help inform the decision on what the Municipality should budget for 2020. An online component to the in-person survey was hosted on PlaceSpeak.

This report presents Council with the results of the public consultation on Council priorities and informs Council on how staff will continue to operationalize Council's strategic priorities into 2020 by way of departmental business plans and the 2020 budget deliberation process.

Discussion

Public Engagement Results

While over 100 citizens elected to engage on Council's Strategic Plan and their feedback is appreciated, the low number of responses render the results not statistically significant, or, in other words, not representative of all North Cowichan residents and not a solid basis on which to make inferences about what residents want.

Engaged residents completed a total of 116 surveys (19 in-person, 97 online). Further, not all participants answered every question of the survey which further reduces the quality of the data gathered. Therefore, any inferences drawn from the responses received are merely notional and reflect only the smallest fraction of residents' preferences, although it should be noted that this feedback is likely from some of our most engaged residents and this statistical commentary is not meant to devalue their input.

A detailed summary of the survey results is included in Attachment A of this report. Participants were asked to rank the priority projects not yet started on a five-point Likert scale (Very important, Important, Moderately Important, Slightly Important, Not Important) to indicate the level of importance they place on the project.

Staff are not recommending that Council amend their Strategic Plan or adjust prioritization of strategic projects based on the survey feedback due to the low response rate. With that said, of the notional information available, there appears to be some alignment between our engaged responders' assessment of what they deem "very important" and "important," and "not important," and what Council has prioritized or not prioritized for action over the life of their four year Strategic Plan.

2020 Operationalization: Departmental Business Plans

Between November and December 2019, each department in the organization has been developing multi-year departmental business plans, which highlight how and when North Cowichan will be operationalizing Council's Strategic Plan and the Municipality's Operational Strategic Plan objectives over the next three years. The departmental business plans provide information on each department's core service areas, identify key operating and capital projects with associated start dates, and a few key measures of performance. In addition to aligning departmental planning to key priorities of Council, especially with regard to the environment and the recently acknowledged climate emergency, the plans will be used to identify additional operating and capital funding that will be required in 2020 to implement Council's strategic priorities.

The departmental business plans will be presented to the Executive Management Team in mid-December, and will then be presented to Council in early 2020 to support Council's budget 2020 deliberations during Committee of the Whole meetings in January and February. These Committee of the Whole meetings will be a key opportunity for Council to provide staff with further direction on their expectations on Strategic Plan implementation in 2020, including whether Council expects more progress faster and a discussion about required resourcing to meet Council's expectations.

Recommendation

That Council accept the Chief Administrative Officer's December 18, 2019 report for information.

Attachments: (2)

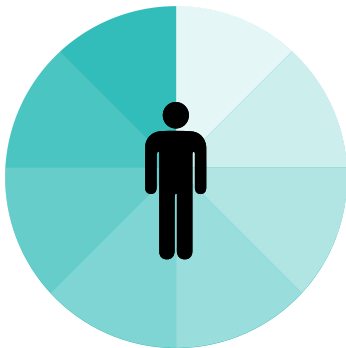
Attachment A – Let's Talk Council Priorities: Survey Results Summary

Attachment B – Strategic Plan Update September 18, 2019

LET'S TALK COUNCIL PRIORITIES

SURVEY RESULTS SUMMARY

At the October 2019 Community Budget Meetings, attendees were asked for feedback on the action items in Council's Strategic Plan. This survey was also replicated online.



116 COMPLETED SURVEYS

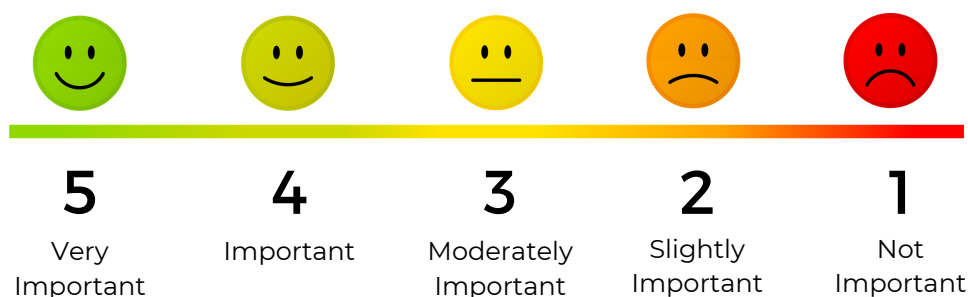
19 in-person at October's Community Budget Meetings

97 online surveys

Please note: due to the number of responses, and self-selecting nature of the survey, these results are not statistically significant and are not representative of all North Cowichan residents. In addition, not every respondent answered every question, and so not all results add up to 100.

THE SURVEY ASKED:

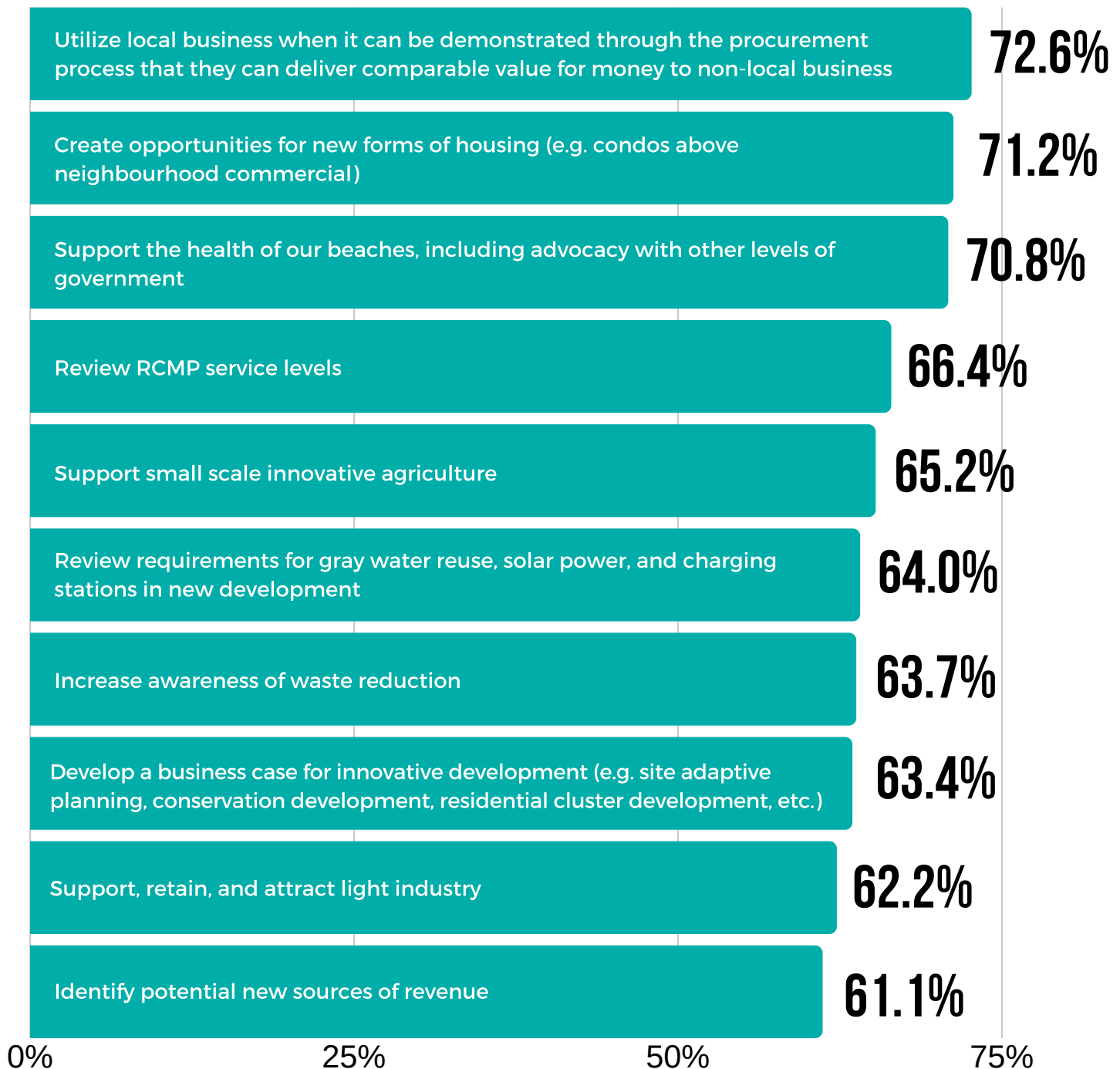
Respondents were asked to rate each of Council's priority actions, that are not yet underway, on a scale from 1 to 5, where:



MOST IMPORTANT

The following 10 actions were rated most important by respondents (those who chose "Very Important" or "Important").

ACTION

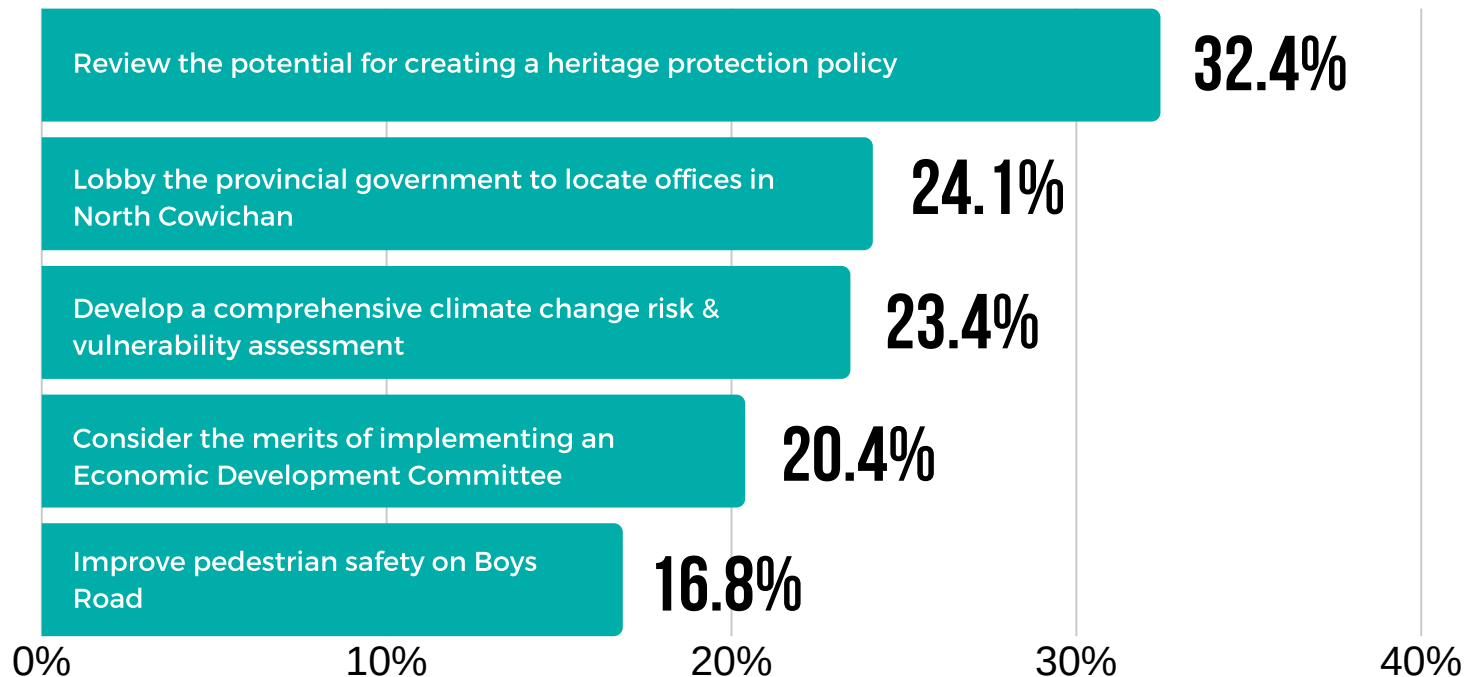


Please note: 9 actions, not shown in this high level summary, fell between 58% - 39% (by those who chose very important or important).

NOT IMPORTANT

The following 5 actions were rated least important by respondents (those who chose "Not Important").

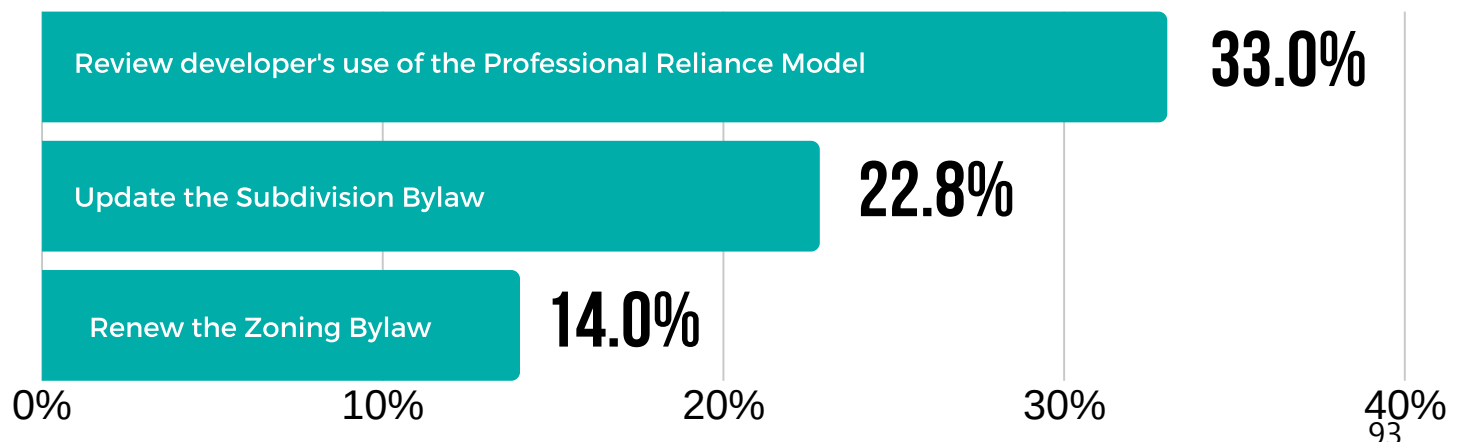
ACTION



UNSURE / I DON'T KNOW

The following 3 actions were rated most frequently by respondents as "Unsure or I don't know".

ACTION



RESPONDENTS WERE ALSO ASKED:

Written comments were themed, and the most frequently mentioned were:

Are any important priorities missing from the Plan?

14.3% - FISCAL ACCOUNTABILITY AND AFFORDABILITY

14.3% - MUNICIPAL INFRASTRUCTURE

12.7% - PUBLIC SAFETY (OPIOID CRISIS, HOMELESSNESS, ETC)

Of the projects underway or completed, which single action is most important to you?

21.4% - ENVIRONMENT AND CLIMATE CHANGE

10.7% - HOUSING

Of the projects underway or completed, are there any that are not important to you?

22% of respondents thought all the actions are important

71% of respondents thought one or more actions are not important. Of those, the most frequently mentioned were:

17% - SPORT TOURISM

6.8% - RECOGNIZE STAFF

6.8% - ENVIRONMENT AND CLIMATE CHANGE

6.8% - HOUSING

Report

Date September 11, 2019
To Council
From Sarah Nixon, General Manager, Corporate Services
Subject Strategic Plan Update

File:

Endorsed:



Purpose

This information report provides Council with an update on staff's progress to-date in 2019 toward Council's 2019-2022 Strategic Plan priority projects and other priority work, and information regarding 2020 strategic project prioritization and potential impacts to the 2020 operational budget.

Background

In early 2019 Council created North Cowichan's first ever Council Strategic Plan. The 2019-2022 Strategic Plan is a clear articulation of what Council aims to accomplish in its term. The strategic objectives in this document identify Council's priority projects for staff. The Strategic Plan sets out several years' worth of projects and new work to realize Council's vision and strategic objectives.

The consultant retained to facilitate the Strategic Plan's creation identified for staff this Council's initial prioritization of the projects identified in the Plan and recommended two annual steps to identify what projects would be actioned each year of the Plan:

1. Public input on prioritization of strategic priority projects in a given year (i.e. what Council would like staff to accomplish).
2. Staff capacity analysis to confirm what projects were achievable in a given year (i.e. what is possible for staff to accomplish).

Public input did not occur during plan development in late 2018 as Council had just been elected and had strong insights into what was important to citizens based on conducting their respective campaigns and being part of many current community conversations. The recent results of the Citizen Satisfaction Survey affirm this assumption.

A staff capacity analysis was undertaken in February 2019 to identify what was achievable in 2019. At the conclusion of the capacity analysis, staff advised Council that they could undertake approximately 65 projects or new work priorities based on forecasted capacity (approximately 123 days of staff capacity). A capacity analysis is not a perfect science, and, nearly one year following initial forecasting, staff have identified some additional factors to consider for 2020 and beyond to allow for more accurate forecasting.

Priority Projects Update

Despite some unforeseen forecasting challenges, staff have made good progress to-date in 2019, with only a small number of projects behind schedule and a handful of projects requiring proactive deferral to 2020. However, much of the progress has required significant and unsustainable afterhours work for senior staff in particular.

Completed (2019)

Priority projects and work anticipated to complete in 2019 and now complete:

- ✓ Council Strategic Plan Development and Implementation
- ✓ Developed Council Policy for retail sales of marijuana
- ✓ Reviewed and updated Council Policy for retail sales of marijuana
- ✓ Implement Board of Variance Processes and Procedures
- ✓ Develop a long-range strategic plan for North Cowichan-owned real estate
- ✓ Citizen Satisfaction Survey
- ✓ CHA Affordable Housing Strategy
- ✓ Global Telephone System Replacement
- ✓ SCADA Server Replacement (water monitoring system)
- ✓ Staff Standards of Conduct Policy development and implementation
- ✓ Employee Engagement Action Plans (Corporate and Departmental)
- ✓ Administrative Services Review
- ✓ Implementation of Procurement Software

On-Schedule (2019)

Priority projects and work started in 2019 and still anticipated to complete in 2019:

- ✓ Corporate Strategic Plan Development and Implementation
- ✓ Innovative Housing Concepts (Kingsview and Chemainus)
- ✓ Remodel and implement the Climate Action and Energy Plan
- ✓ Develop a long-range strategic plan for North Cowichan-owned real estate
- ✓ Evaluate the merits of adopting the Energy Step Code
- ✓ Evaluate options for environmental improvements to Quamichan and Somenos Lakes
(*anticipated scope expansion may result in project coming off schedule*)
- ✓ Asset Management Plan Development (Phase 1)
- ✓ Develop functioning asset management plan for linear assets (Asset Management Plan Phase 2a)
- ✓ Development Procedures Bylaw
- ✓ Nuisance Property Bylaw
- ✓ Performance Management System
- ✓ Human Resources Policy Audit
- ✓ Storage Array Replacement
- ✓ Asbestos Program Review
- ✓ Confined Space Review

- ✓ Contractor Control Program Review
- ✓ Lockout Program Review (High Risk Assessments)

On Schedule (Future Year)

Priority projects and work started or on-going in 2019 but not anticipated to complete until 2020 or beyond:

- ✓ Improve pedestrian safety on Boys Road (2021)
- ✓ Relocate the Joint Utility Board Sewage Outfall Location (2025)
- ✓ Support sport tourism and in particular Rowing Canada Aviron's entry into the community (2023)
- ✓ Chemainus Boardwalk (2020)
- ✓ Cowichan Aquatic Centre Expansion (2020)
- ✓ BC Ferries Expansion in Crofton (2020)
- ✓ Implementation of Parks and Trails Masterplan (2017-2037)
- ✓ Childcare Space Planning (2020)
- ✓ Bell McKinnon Local Area Plan (New Hospital) Implementation (2028)
- ✓ Fire Services Review Implementation (2028)
- ✓ New RCMP Detachment (2021)
- ✓ Network Security Improvements (2022)
- ✓ Safety Program Software Implementation (2020)

On-Going

Priority projects and work which are on-going in nature or require re-envisioned ways of doing business to support achievement of Council's strategic objectives includes:

- ✓ Provide more input into managing the opioid crisis
 - Safer Community Plan Development and Implementation
 - Naloxone administration training to Council
 - Housing and shelter partnership with BC Housing
- ✓ Continue to develop strong relationships with Indigenous Peoples
 - First Nations Relations Committee
 - Informal government to government meetings occurring
 - Letters to six local First Nations to explore interest in regular joint meetings (formal government to government meeting with Cowichan Tribes anticipated in 2019)
 - Council and senior staff attending Cowichan Tribes Elders Lunch
 - Exploration of shared services with Cowichan Tribes (Building Inspection Services Agreement)
 - Exploration of protocol agreements
- ✓ Seek opportunities to partner and support affordable housing initiatives
 - Relationship building with BC Housing
 - Mayor's initiatives (veteran's housing)
 - CAO's initiative to support temporary shelter/low-barrier housing in collaboration with other local jurisdictions
- ✓ Ensure open and transparent communications with the public
 - Public engagement on long-term management of the municipal forest reserve

- IAP2 Training for Elected Officials and Senior Staff
- Media Relations Policy and News Release Template

Behind Schedule (2019)

Priority projects and work anticipated to complete in 2019 but unlikely to complete until 2020 (late or deferred) due to scope expansion directed by Council or staff capacity:

- ✓ Building Permit and Sign Permit Fee Review
- ✓ Building Bylaw Amendments
- ✓ Complete Master Transportation Plan Update
- ✓ Bylaw Adjudication Process/Bylaw
- ✓ Update DCC Bylaw
- ✓ Develop a long-term plan for the municipal forest reserve (*2019 work significantly delayed due to scope expansion and increased project requirements*)
- ✓ Rewrite the Official Community Plan, including LAPs (2021) (*2019 work significantly delayed due to scope expansion and increased project requirements*)

Deferred (to 2020)

Priority projects anticipated for 2019 completion but deferred to 2020 to accommodate priority work scope expansions and unanticipated work or project impacts (Deferred):

- ✓ Working Alone Program Review
- ✓ IAP2 Staff Training
- ✓ IAP2 Staff Workbook
- ✓ Corporate Communications Plan

2020 Preparation

For 2020, public input on prioritization of Council's strategic projects is recommended by staff to occur during the annual community conversations in October 2019 (see the Manager, Communications and Public Engagement's Report dated September 18, 2019). The scope of engagement recommended by staff is supported by the strong alignment between what participants identified as important to them in the 2019 Citizen Satisfaction Survey and Council's strategic priorities.

Like last year, the 2020 capacity analysis will consider three factors to estimate staff capacity for new or additional work with existing staffing levels:

1. Priority projects and work already in progress as a result of previous Council direction (i.e. Parks and Trails Master Plan, Capitals Works Program, etc.);
2. Operational and staff-identified priority projects related to business operations, risk management and customer service; and,
3. Existing staff work hours dedicated to routine operational work and customer service.

However, while staff did make good progress against what was committed for completion to Council, much of the progress required significant and unsustainable afterhours work for senior staff in particular. The pace of 2019 cannot be sustained as it threatens burnout and turnover amongst senior staff.

Based on key learnings and observations over 2019 which may have resulted in over commitment to Council, staff will also be analyzing the following as part of the 2020 capacity analysis which may impact the number of projects staff identify as achievable or have capacity to take on with existing service levels in 2020:

1. Closer matching of capacity with the actual staff persons required to do the work. It was clear early on that the generic identification of capacity resulted in over-commitment to Council. The analysis needs to align better with the staff groups anticipated to actually complete the work. In general, the vast majority of Council's priority work to advance their strategic objectives has required capacity from senior managerial or senior technical staff.
2. Improved forecasting of staff time required to complete major projects. Based on lessons learned in 2019 and the nature of some of the difficult and complex matters staff and Council are facing, staff will be increasing the amount of time forecasted to complete projects to better accommodate this Council's needs and ensure staff do not overcommit to Council. Additional consideration will be given to accommodate Council's ability to:
 - Take more time (over more Council meetings) to contemplate and debate major project milestones or approvals and ask for additional information from staff.
 - Increase or change project requirements, and/or expand project scope.
3. More defined work expectations in relation to Council Strategic Plan objectives that are not clearly defined projects with a start and end date, but rather a new expectation for how the organization conducts business and approaches work under the direction of this Council. For example, "continue to develop strong relationships with Indigenous Peoples" is not a project, it is an on-going commitment that will require continual re-examination and effort to ensure opportunities to build a strong relationship are identified and pursued as they arise. As a result of taking meaningful action toward this direction, new work and commitments which could not be identified in February 2019 has had impacts on forecasted capacity. Staff need better definition of what is expected within these non-project-based directives to ensure we have capacity to follow through.

It is anticipated that the capacity analysis will forecast reduced staff capacity for work in 2020. It is also anticipated Council, based on public input, may wish to add new work to their Strategic Plan.

Staff will ensure Council is apprised of the capacity analysis outcome before the Financial Plan comes to Council and after public input on prioritization is sought to seek Council's direction on whether additional staffing resources will be required to complete all the strategic priorities they would like accomplished in 2020 or whether Council is satisfied with what staff can achieve in 2020.

Recommendation

That Council accept the Chief Administrative Officer's report.

Report

Date December 18, 2019

File:

To Council

From Alyssa Meiner, Information Management Officer

Endorsed:



Subject School District Request for Input on Uses for Somenos Elementary Site

Purpose

To seek direction from Council on responding to a request from the Cowichan Valley School District for input as to alternate uses of the Somenos Elementary Facility, 3039 Sprott Road.

Discussion

North Cowichan does not have an existing ownership interest in this property. Alternate uses of the Somenos Elementary Facility might include a day care facility, future public works yard, or other.

Options

1. Direct staff to respond to the School District that North Cowichan does not wish to comment.
2. Direct staff to respond to the School District that North Cowichan suggests _____ as alternate uses of the Somenos Elementary Facility.

Recommendation

That Council direct staff to respond to the School District that North Cowichan does not wish to comment.

Attachment: October 7, 2019 letter from Cowichan Valley School District



October 7, 2019

Mr. Ted Swabey
Chief Administrative Officer
Municipality of North Cowichan
7030 Trans-Canada Highway
Duncan, BC
V9L 6A1

Dear Mr. Swabey:

Re: Somenos Elementary Property Disposal Consultation Process

Please be advised that the following property within your jurisdiction has been identified as not being required for educational purposes:

- Somenos Elementary Facility, 3039 Sprott Road, Duncan, BC

The Board of Education passed a motion to commence the Disposal of Property Consultation Process and we are requesting your input as to alternate uses of the above property by a local government or community organization.

Please contact me should you wish to discuss this matter further.


Yours sincerely,

Jason Sandquist, CPA, CGA, BAccS
Secretary-Treasurer

FILE No. <u>0910-20</u>	CAO	<input type="checkbox"/>
Council	GM Corp Services <u>cc</u>	<input checked="" type="checkbox"/>
COW	GM Fin. & Protective Services	<input type="checkbox"/>
Com.	GM Comm. Services	<input type="checkbox"/>
Info Pack	Director Eng <input type="checkbox"/> Director Plan <input type="checkbox"/>	<input type="checkbox"/>
	Other	<input type="checkbox"/>
	For Action <u>Alyssa</u>	<input type="checkbox"/>

*as per Ted's report
to Council for input*

Report

Date	December 18, 2019	File: 7200-30
To	Council	
From	Mark Frame, General Manager, Financial & Protective Services	Endorsed: 
Subject	Fire Protection Services Agreements with Local First Nations	

Purpose

To approve Agreements for North Cowichan to provide Fire Protection Services for Cowichan Tribes First Nation, Halalt First Nation, Penelakut First Nation, and Stz'uminus First Nation.

Background

North Cowichan has been providing Fire Protection Services to local First Nations since 1997, with the last Fire Protection Services Agreements with Cowichan Tribes First Nation, Halalt First Nation, Penelakut First Nation, and Stz'uminus First Nation in effect from April 2014 to 2019.

Discussion

The proposed Fire Protection Services Agreements contain the same provisions as set out in the 2014 agreements, with the exception of a simpler calculation for annual fees, and allow for continued Fire Protection Services by North Cowichan's fire departments to the First Nations' lands as shown on the Schedule A's attached to each agreement..

Recommendation

That Council authorize the Mayor and Corporate Officer to sign agreements to provide fire protection for Cowichan Tribes First Nation, Halalt First Nation, Penelakut First Nation, and Stz'uminus First Nation, generally in the form attached to the December 18, 2019 Regular Council meeting agenda.

Attachments:

1. Fire Protection Services Agreement – Cowichan Tribes First Nation
2. Fire Protection Services Agreement – Halalt First Nation
3. Fire Protection Services Agreement – Penelakut First Nation
4. Fire Protection Services Agreement – Stz'uminus First Nation

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT dated the ____ day of December, 2019.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN a municipality incorporated pursuant to the laws of the Province of British Columbia, having its offices at 7030 Trans-Canada Highway, Duncan, British Columbia, V9L 6A1

("Municipality")

AND:

COWICHAN TRIBES FIRST NATION as represented by the Cowichan Tribes Council having an address at 5760 Allenby Road, Duncan, British Columbia, V9L 5J1

("Cowichan Tribes")

WHEREAS:

- A. The lands outlined in bold on the plan hereto attached and marked as Schedule "A" to this Agreement ("the Lands") are reserve lands within the meaning of the *Indian Act*, R.S.C. 1985, c. /-5 (the "Indian Act"), located in the Province of British Columbia and vested in Her Majesty the Queen in right of Canada for the use and benefit of Cowichan Tribes;
- B. Cowichan Tribes is an Indian band within the meaning of section 2 of the *Indian Act*;
- C. The Municipality has the authority to enter into an agreement with Cowichan Tribes to provide local government services within a reserve as defined in the *Indian Act*;
- D. Cowichan Tribes has requested that the Municipality provide Fire Protection Services under the terms and conditions set out in this Agreement;
- E. Cowichan Tribes recognizes a financial responsibility to pay for the Fire Protection Services, as defined in this Agreement and provided by the Municipality to the Served Reserve;
- F. The Municipality maintains four on call fire halls within its boundaries, and has facilities and personnel necessary to effect fire protection on adjacent properties outside the boundaries of the Municipality;
- G. The Council of Cowichan Tribes has by Resolution dated the ____ day of _____, _____, attached hereto as Schedule "B", approved and consented to the terms and conditions of this Agreement; and

- H. The Council of the Municipality has by Resolution dated the 18th day of December 2019, attached hereto as Schedule "C" to this Agreement, approved and consented to the terms and conditions of this Agreement.

Therefore, in consideration of monies to be paid pursuant to this Agreement by Cowichan Tribes to the Municipality, and the mutual covenants contained herein, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the following meanings apply:

- (a) "Band Buildings" means all buildings, whether occupied or not, located on the Serviced Reserve and not entered on the property tax roll, including all buildings and lands used for band or band member functions and commercial uses accessory thereto, including band administration offices, schools, health centres, community centres, recreational facilities, cemeteries, memorial gardens, sewage treatment facilities and all other buildings and facilities used for governmental, community, religious, social or other charitable purposes;
- (b) "Buildings" means Band Buildings, Commercial Buildings, Residences and any combination of any of the foregoing, whether occupied or not, located on the Serviced Reserve;
- (c) "Commercial Buildings" means any assessed lands and improvements, whether occupied or not, located on the Serviced Reserve and used for trades, businesses, or the sale or rental of goods and services, including retail sales, wholesaling, warehousing, offices, commercial recreational facilities, commercial residential facilities, household and non-household services, vehicle sales and servicing, and light industrial use;
- (d) "Converted Assessments" means the net taxable value of land and improvements multiplied by the percentage prescribed by the *Converted Value Percentages Regulation* (B.C. Reg. 371/2003), as amended;
- (e) "Dwelling Unit" means one or more rooms constituting a unit of living accommodation used or intended to be used for living and sleeping purposes, and containing a sink and cooking facilities;
- (f) "Emergency Medical Response Services" means those limited emergency medical response services, if any, as provided by the Municipality to its own residents, and as amended in scope from time to time by the Municipality acting in its sole discretion;
- (g) "Fire Chief" means the person(s) designated from time to time by the Municipality as a chief of a Municipal fire hall, and includes any person who in the normal course of his or her duty is authorized by the Fire Chief to act on his or her behalf;

- (h) "Fire Inspector" means the person(s) designated by the Fire Chief or Local Authority to conduct fire safety inspections;
- (i) "Fire Protection Services" means the extinction and protection of structure fires including, where possible, Emergency Medical Response Services, property protection and overhaul to ensure fires remain extinguished, but specifically does not include inspection or other fire prevention measures contemplated by the *Fire Services Act*, RSBC, 1996 and amendments thereto;
- (j) "Multiple- Family Residence" means an improvement containing three (3) or more Dwelling Units;
- (k) "Residences" means, collectively, Multiple-Family Residences and Single Family and Two-Family Residences;
- (l) "Serviced Reserve" means those lands under the jurisdiction of Cowichan Tribes described and outlined in bold in Schedule "A" hereto, which must receive Fire Protection Services under this Agreement;
- (m) "Single Family and Two Family-Residence" means an improvement containing up to two (2) Dwelling Units.

2.0 APPLICATION

- 2.1 This agreement applies only to the Serviced Reserve and the Buildings.

3.0 COVENANTS OF THE MUNICIPALITY

- 3.1 The Municipality must provide Fire Protection Services to the Serviced Reserve and Buildings.
- 3.2 The Municipality must ensure that the Serviced Reserve and Buildings are protected by any "mutual aid" agreement that the Municipality enters into with another municipality.
- 3.3 The Municipality must use reasonable efforts to provide Emergency Medical Response Services to the Serviced Reserve and Buildings. The Municipality must provide any such Emergency Medical Response Services in the same manner and to the same standard as it provides such services to the Municipality.
- 3.4 The Municipality must bill Cowichan Tribes for the cost of Fire Protection Services in accordance with the payment provisions of this Agreement.
- 3.5 The Municipality must keep a record of fires within the Serviced Reserve and Buildings for the benefit of both the Municipality and Cowichan Tribes.

4.0 COVENANTS OF COWICHAN TRIBES

- 4.1 Cowichan Tribes must supply the Municipality with a list of all Buildings on the Serviced Reserve and their locations.

- 4.2 Cowichan Tribes must, upon request from the Municipality, guide the Fire Chief on an inspection of the Serviced Reserve to confirm the location of all Buildings on the Serviced Reserve.
- 4.3 Cowichan Tribes must be responsible for providing the Municipality with updates of all new developments, including but not limited to roads and Buildings, that have been constructed, erected or placed on the Serviced Reserve during the present month, by the fifth day of the following month or as soon as possible following commencement of each new development.
- 4.4 Cowichan Tribes must provide signage on the Serviced Reserve, showing boundaries of the Serviced Reserve, dead-end roads, and street names or numbers. Cowichan Tribes must provide address numbers for all Band Buildings and must require through policy, bylaw or other means within Cowichan Tribes' authority, that the occupants or owners of Commercial Buildings and Residences provide address numbers for their Commercial Buildings and Residences.
- 4.5 Cowichan Tribes must provide the Municipality with a map of the Serviced Reserve that shows street names and numbers, and street address numbers for Buildings.
- 4.6 Cowichan Tribes must notify the Municipality in writing of:
- (a) any inspection reports and orders that are issued by Cowichan Tribes, or by any person engaged by Cowichan Tribes to provide such inspections on the Serviced Reserve, or that are in Cowichan Tribes' possession, and provided to the occupants or owners of any Buildings on the Serviced Reserve as they occur; and
 - (b) any malfunctioning fire hydrants, on an immediate basis.
- 4.7 Cowichan Tribes must retain in its administration records:
- (a) copies of plans of all existing Buildings, except where such plans do not exist, or are not in Cowichan Tribes' possession and control;
 - (b) copies of those plans for all proposed Buildings that have been approved by Cowichan Tribes;
 - (c) copies of those plans for all additions to existing Buildings that have been approved by Cowichan Tribes;
 - (d) such copies of plans as Cowichan Tribes may be able to obtain using reasonable commercial efforts, for all proposed Buildings and additions to existing Buildings, that have not been approved by Cowichan Tribes;
 - (e) copies of any inspection reports and orders that are issued by Cowichan Tribes, or by any person engaged by Cowichan Tribes to provide such inspections on the Serviced Reserve, to the occupants or owners of any Buildings;
 - (f) records of all fire hydrant maintenance and service completed by Cowichan Tribes or any person engaged by Cowichan Tribes to provide such maintenance and service, in accordance with section 4.9 of this Agreement; and

- (g) copies of fire safety plans for all Commercial Buildings and Band Buildings on the Serviced Reserve as required by *British Columbia Fire Code Regulations*.
- 4.8 Cowichan Tribes must, upon request by the Municipality, allow the Fire Chief to inspect records referred to in section 4.7.
- 4.9 Cowichan Tribes must maintain and service all fire hydrants on the Serviced Reserve to those standards set out in the National Fire Protection Association's Practices and Guides, as updated from time to time, or to those standards which the Municipality dictates from time to time, acting reasonably. Cowichan Tribes must be responsible for the cost and expense incurred in such maintenance and servicing.
- 4.10 Cowichan Tribes must take such steps within its jurisdiction as are reasonably necessary and possible to ensure that any manufacture, storage, transportation, display and sale of high hazard fireworks, as defined in the *Canada Explosives Act* and Regulations, that take place on the Serviced Reserve must conform to the *Canada Explosives Act* and Regulations, as amended from time to time, and to all applicable provincial enactments and regulations now in force or in force hereafter.
- 4.11 Cowichan Tribes must, at its sole cost and expense, ensure that publicity is given on the Serviced Reserve as to location of Municipal fire halls, and a telephone number to be used, so that prompt notification can be given to the Municipality about occurrence of fires on the Serviced Reserve.
- 4.12 Cowichan Tribes must take all reasonable steps, including adopting any bylaws within its jurisdiction, which bylaws the Municipality acknowledges are subject to approval by the Minister of Aboriginal Affairs and Northern Development, to require that proposed design plans of any new Building to be located on the Serviced Reserve are reviewed by a Fire Inspector. The review by the Fire Inspector pursuant to this section must be for the sole purpose of determining whether the proposed design is such that the Municipality is able to provide Fire Protection Services to the proposed Building at the standards required in Article 5.0 of this Agreement, and to enable the Fire Inspector to make recommendations to Cowichan Tribes as to design changes that are required so that the Municipality can provide those services. In the event any such recommendations are not implemented and the Municipality is not able to provide Fire Protection Services to any Building, the Municipality must not be responsible for any losses resulting from its inability to provide Fire Protection Services to that Building at the standards referred to in Section 5.0 of this Agreement.
- 4.13 Cowichan Tribes must advise a Fire Inspector of any proposed industrial or commercial activities on the Serviced Reserve of which Cowichan Tribes becomes aware and which involve the storage, use or production of flammable materials, chemicals or other materials that may reasonably be expected to constitute a special hazard to firefighters providing Fire Protection Services under this Agreement. The purpose of this provision is solely to enable the Fire Inspector to determine whether the Municipality is able to provide Fire Protection Services in respect of the activity, and to make recommendations to Cowichan Tribes in that regard. The Fire Inspector may make recommendations to Cowichan Tribes with respect to the conduct of such activities on the Lands, and may advise Cowichan Tribes that provision of Fire Protection Services in respect of such activities is beyond the capability of the Municipality given its equipment

and resources. In that event, the Municipality must not be responsible for any losses resulting from its inability to provide Fire Protection Services to Buildings in which such activities are conducted or persons are engaged in such activities.

- 4.14 Cowichan Tribes must provide the Fire Chief with a copy of the fire safety plan referred to in section 4.7(g) for all Commercial Buildings and Band Buildings.

5.0 STANDARD OF FIRE PROTECTION SERVICES

- 5.1 Fire Protection Services must be provided within the Serviced Reserve on a 24-hour basis from the Municipality's firehall(s), utilizing apparatus, equipment and staff provided by the Municipality. The number of staff and type of adequate Fire Protection Services are to be dispatched at the sole discretion of the Fire Chief, and such manpower, equipment and apparatus may vary depending upon the circumstances and type of any emergency. If a Municipal fire hall is responding to an emergency call within the Serviced Reserve, and another emergency arises which requires the resources of the said fire hall, it must be at the sole discretion of the Fire Chief as to redeployment of manpower, equipment and apparatus to meet the needs of each emergency. The Municipality must not be held liable in any manner whatsoever for decisions of the Fire Chief with respect to this section.
- 5.2 Cowichan Tribes acknowledges and agrees that this Agreement does not require the Municipality to, and the Municipality must not, provide fire inspection or fire prevention services to Cowichan Tribes, the Reserve, occupants on the Reserve, and in respect to any Buildings. The Municipality is not required to, and must not ensure compliance with the *National Building Code*, the *Fire Services Act*, RSBC 1996 and any amendments and regulations thereto, or with any other applicable legislation or regulation pertaining to fire safety or protection on the Reserve. This Agreement specifically does not require the Municipality to extinguish or suppress car or brush fires, but the Municipality may do so at the discretion of the Fire Chief. Cowichan Tribes must pay the Municipality for the actual cost of this service as outlined and itemized in an invoice from the Municipality to Cowichan Tribes based on costs outlined in Section 6.9 of this Agreement.
- 5.3 Municipal fire halls may not respond to areas where access routes do not provide:
- (a) a clear width of 6 metres;
 - (b) overhead clearances and center line radius of not less than 12 metres;
 - (c) change of gradient of not more than 1 in 12.5 over a minimum distance of 15 metres;
 - (d) sufficient access road, and road loads to support firefighting equipment, including access road culverts and bridges;
 - (e) turn around facilities for any dead-end portion of access routes more than 90 metres long
- 5.4 Neither the Municipality, nor any of its fire halls, nor any of its Fire Protection Services personnel must incur any liability for damage to the Serviced Reserve, property thereon

or Buildings, arising from actions taken to suppress or reduce the spread of fire.

- 5.5 Despite any provision herein to the contrary, the Municipality must provide Fire Protection Services to Cowichan Tribes to the same standard and level of quality as such services are ordinarily provided by the Municipality to residents within the Municipality of North Cowichan.
- 5.6 In those portions of the Serviced Reserve where there are no fire hydrants, or where there is inadequate water supply from fire hydrants, the source of water must be from a tanker truck provided by the Municipality.
- 5.7 A Fire Chief may from time to time recommend to Cowichan Tribes the establishment of burning bans on the Reserve. If such recommendations are approved by Cowichan Tribes, the Municipality is hereby authorized to take whatever steps as may reasonably be necessary to enforce such bans on the Reserve.
- 5.8 This Agreement must not be construed so as to create any greater standard of care or liability on the part of the Municipality in respect of supplying Fire Protection Services or Emergency Medical Response Services hereunder to Cowichan Tribes, than that which applies to the supply of such services ordinarily provided by the Municipality to residents within the Municipality of North Cowichan.

6.0 PAYMENT

- 6.1 In consideration for the Municipality providing Fire Protection Services to Cowichan Tribes, Cowichan Tribes covenants and agrees to pay to the Municipality annual fees calculated as set out in the following sections.
- 6.2 (a) For each Commercial Building, if any, Cowichan Tribes must pay:

April 1, 2019	March 31, 2020	\$220.81	Per Band building per year
April 1, 2020	March 31, 2021	\$225.23	Per Band building per year
April 1, 2021	March 31, 2022	\$229.73	Per Band building per year
April 1, 2022	March 31, 2023	\$234.32	Per Band building per year
April 1, 2023	March 31, 2024	\$239.01	Per Band building per year

on or before January 15th of each year during the term of this Agreement, the address location of each Commercial Building must be identified and verified by Cowichan Tribes and provided to the Municipality.

- (b) For Band Buildings, Cowichan Tribes must pay as follows:

April 1, 2019	March 31, 2020	\$220.81	Per Band building per year
April 1, 2020	March 31, 2021	\$225.23	Per Band building per year
April 1, 2021	March 31, 2022	\$229.73	Per Band building per year
April 1, 2022	March 31, 2023	\$234.32	Per Band building per year
April 1, 2023	March 31, 2024	\$239.01	Per Band building per year

and on or before January 15th of each year during the term of this Agreement, the address location of each Band Building must be identified and verified by Cowichan Tribes and provided to the Municipality.

6.3 For each Residence, Cowichan Tribes must pay as follows:

April 1, 2019	March 31, 2020	\$11.59	per month per building	\$139.05	per home per year
April 1, 2020	March 31, 2021	\$11.82	per month per building	\$141.83	per home per year
April 1, 2021	March 31, 2022	\$12.06	per month per building	\$144.66	per home per year
April 1, 2022	March 31, 2023	\$12.30	per month per building	\$147.56	per home per year
April 1, 2023	March 31, 2024	\$12.54	per month per building	\$150.51	per home per year

and on or before January 15th of each year during the term of this Agreement, the address location of each Residence must be identified and verified by Cowichan Tribes and provided to the Municipality.

6.4 The Municipality must provide a quarterly invoice to Cowichan Tribes for Fire Protection Services which must include amounts calculated in relation to Sections 6.2 and 6.3 of this Agreement. Cowichan Tribes must pay said invoices no later than 30 days after date of invoice during the term of this Agreement.

6.5 Cowichan Tribes must pay the Municipality for the actual cost to extinguish and suppress any car or brush fires as outlined and itemized in an invoice from the Municipality to Cowichan Tribes. Current charges are as follows:

Equipment including associated manpower

Pumper Truck (if needed)	\$595/hour
Tanker Truck (if needed)	\$369/hour
Rescue Truck (if needed)	\$340/hour
Tower	\$826/hour

7.0 INDEMNITY

7.1 Cowichan Tribes must indemnify and hold harmless the District from any loss, damage, expense or cost suffered or incurred, directly or indirectly, by the Municipality, as a consequence of any fire at, or in Buildings or other improvements on the Serviced Reserve, to the extent caused by failure of such Buildings or other improvements to meet fire codes, fire safety regulations and electrical regulations applicable elsewhere in the Municipality, OR caused by the failure of Cowichan Tribes or its administration to meet any of Cowichan Tribes' obligations under this Agreement, including but not limited to failure to provide the Municipality with reasonable and sufficient access to the Serviced Reserve to deliver Fire Protection Services, OR by the failure of Cowichan Tribes to fulfill any of its obligations under Section 4 of this Agreement.

7.2 The Municipality must maintain all risk insurance on its major fire equipment, and must ensure that its liability coverage extends to its activities on the Serviced Reserve. All costs for such insurance including any deductible amounts payable must form part of the Fire Protection Services operating costs.

7.3 The parties covenant and agree with each other as follows:

(a) Cowichan Tribes must, subject to section 13.1 (force majeure) below, indemnify and save harmless the Municipality (and any related officer, official, employee, volunteer

or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by Cowichan Tribes of any of its obligations under this Agreement. This covenant of indemnity must survive the expiration or termination of this Agreement; and

- (b) the Municipality must, subject to paragraph 13.1 (force majeure) below, indemnify and save harmless Cowichan Tribes (and any related officer, official, employee, volunteer or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by the Municipality of any of its obligations under this Agreement. This covenant of indemnity must survive the expiration or termination of this Agreement.

8.0 COMMENCEMENT AND TERM OF AGREEMENT

- 8.1 This Agreement commences on the 1st day of April, 2019 and must remain in effect for a term of five (5) years from the said commencement date.
- 8.2 The parties agree to begin meeting no later than December 1, 2023, and to negotiate in good faith using their best efforts the terms and conditions of a new Fire Protection Services Agreement. The parties further agree that should they be unable to reach agreement on such terms and conditions March 31, 2024, and if they mutually agree to do so, they may pursue the Dispute Resolution provisions set out in Section 12 of this Agreement, but excluding paragraph 12.4, to assist their efforts up to and including the date of expiry of this Agreement. The parties agree that in no circumstances may an extension or renewal of this Agreement be imposed by any person.

9.0 DEFAULT, DISCONTINUANCE AND TERMINATION

- 9.1 Either party may, in any year, terminate this Agreement by providing the other with written notice of termination prior to December 31st, and termination must take effect on March 31st of the following year.
- 9.2 If there is a breach of any term of this Agreement by either party, the other may, at its option, notify the party in breach and give the party responsible for the breach such time as is reasonable in view of the nature of the breach to remedy the breach. If the breach continues after the period of time provided to remedy the breach, and the matter has not been referred to dispute resolution under terms of this Agreement, or if the matter has been referred to and resolved by dispute resolution and the breach continues thereafter, the party not in breach may, at its option, terminate this Agreement. Either party may terminate this Agreement on six month's written notice if the other party fails to fulfill its material obligations hereunder. The parties acknowledge and agree that this Agreement must automatically terminate if Cowichan Tribes signs a Treaty with the Federal Crown and/or the Province of British Columbia, and the Reserve is no longer reserve lands under the *Indian Act*.
- 9.3 Should either Party terminate this Agreement under Section 9.1, after any prepayment made by Cowichan Tribes pursuant to Article 6.0, then and in that event, the Municipality must within sixty (60) days, rebate to Cowichan Tribes that portion of the prepayment for Fire Protection Services received by the Municipality for the balance of the calendar year following the date of such termination.

- 9.4 If conditions exist on the Serviced Reserve which, in the sole opinion of the Fire Chief, are hazardous to the delivery or maintenance of Fire Protection Services on the Serviced Reserve, the Municipality may notify Cowichan Tribes and give such time as is reasonable in view of the nature of the hazard, to remedy the hazard. If the hazard continues after the period of time provided to remedy it, the Municipality may discontinue providing Fire Protection Services until such time as the hazard has been removed to the satisfaction of the Municipality.

10.0 AMENDMENT

- 10.1 This Agreement must be amended by the parties hereto by mutual consent in writing and in the same manner and form as this Agreement.

11.0 NOTICE

- 11.1 All notices, requests, demands and other communications required or permitted to be given or provided under this Agreement must be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested), to the party to which it is to be given as follows:

(a) To the Municipality:

General Manager, Financial & Protective Services
Municipality of North Cowichan
7030 Trans-Canada Highway
Duncan, BC V9L 6A1

Attention: Information Management Officer
Fax No: 250.746.3133
E-mail: agreements@northcowichan.ca

(b) To Cowichan Tribes:

Cowichan Tribes Operations and Management
5760 Allenby Road
Duncan, BC V9L 5J1

Attention: O&M Coordinator
Fax No: 250.748.1233
E-mail: chip.seymour@cowichantribes.com

or at such other address as the party to whom notice is sent may specify by notice given in accordance with provisions of this section. Any such notice, request, demand or other communication given as aforesaid must be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a "business day"), or on the next business day if such facsimile or e-mail is received on a day which is not a business day or after 5:00p.m. on a business day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike,

lockout, labour disturbance or otherwise, notice, demands, requests and other communications must be delivered by hand or facsimile transmission or e-mail.

12.0 DISPUTE RESOLUTION

- 12.1 The parties agree that during the term of this Agreement and in the performance of each of their responsibilities under this Agreement, each of them must:
- (a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations; and
 - (b) provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
- 12.2 The parties further agree to use their best efforts to conduct any dispute resolution procedure under this Agreement as efficiently and cost effectively as possible.
- 12.3 The parties agree to attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person mutually agreed upon, or should the parties be unable to agree upon such person within 30 days of either party serving notice of its intention to proceed to mediation, a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Mediation Rules.
- 12.4 If a dispute cannot be settled within thirty (30) days after a mediator has been appointed, or such lesser or longer period otherwise agreed to in writing by the parties, then, on application by either party, the dispute may be referred to a court of competent jurisdiction, or a single arbitrator under the *Commercial Arbitration Act*, R.S.B.C. 1996, C. 55. Any decision of the court, or arbitrator, is final and binding on the parties. In the absence of any written agreement otherwise, the court registry to be used, or the place of arbitration must be Victoria, British Columbia.
- 12.5 Except where otherwise specified in this Agreement, any and all disputes between or among the parties to this Agreement arising under, out of or in any way relating to this Agreement must be determined under this Article 12.0.
- 12.6 Subject to any ruling or recommendation to the contrary by an Arbitrator or Mediator respectively, the parties agree the costs of any mediation or arbitration must be shared equally between them. Costs in this context must not include any costs incurred by a party in preparation for, attending upon, or settling a matter through mediation or arbitration.

13.0 GENERAL

- 13.1 No party must be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, civil disobedience, riots, or other acts of external interference or disturbance, laws, rules and regulations or orders of any duly constituted governmental authority (excluding the Municipality and Cowichan Tribes) or non-availability of materials or transportation, each of which must be a force majeure event.

- 13.2 Nothing contained or implied in this Agreement must prejudice or affect the rights and powers of the Municipality, Cowichan Tribes, or their Councils in the exercise of their functions under any public or private statute, bylaw, order and regulation, all of which may be fully and effectively exercised in relation to each other and their assets as if this Agreement had not been executed and delivered by the parties to this Agreement.
- 13.3 Nothing in this Agreement or in the parties' dealings with each other is intended to be interpreted or construed as creating an agency relationship, joint venture or partnership of any kind between the parties, or as imposing on any of the parties any partnership duty, obligation or liability to any other party, or to any other person.
- 13.4 Each of the parties covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.
- 13.5 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part must not affect the validity of the remainder, which must continue in full force and effect, and be construed as if this Agreement had been executed without the invalid part. In the event that a part of this Agreement is declared or held invalid, the parties agree to use their best efforts to reach agreement on terms which substantially achieve the intent of the invalid part and which must be enforceable.
- 13.6 Time is of the essence of this Agreement.
- 13.7 Headings are inserted in this Agreement for convenience only and must not be construed as affecting the meaning of this Agreement.
- 13.8 No waiver of any term or condition of this Agreement or of a breach of any term or condition of this Agreement by any party hereto is effective unless it is in writing, and no waiver of a breach even if in writing must be construed as a waiver of any future breach.
- 13.9 This Agreement constitutes the entire Agreement between the parties and there are no other terms, conditions, representations or warranties in this Agreement express or implied, statutory or otherwise, except for those expressly set forth herein.
- 13.10 Whenever the singular or masculine is used herein, the same must be construed as meaning the plural or feminine or body politic or corporate where the context of the parties hereto so requires.
- 13.11 The word "including", when following any statement, must be construed broadly, to refer to all other things that could reasonably fall within the scope of such statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is referenced.
- 13.12 This Agreement must endure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

The Corporate Seal of **Cowichan Tribes**
was hereunto affixed in the presence of:

Authorized Signatory

Authorized Signatory

Signature of Witness

Printed Name of Witness

in

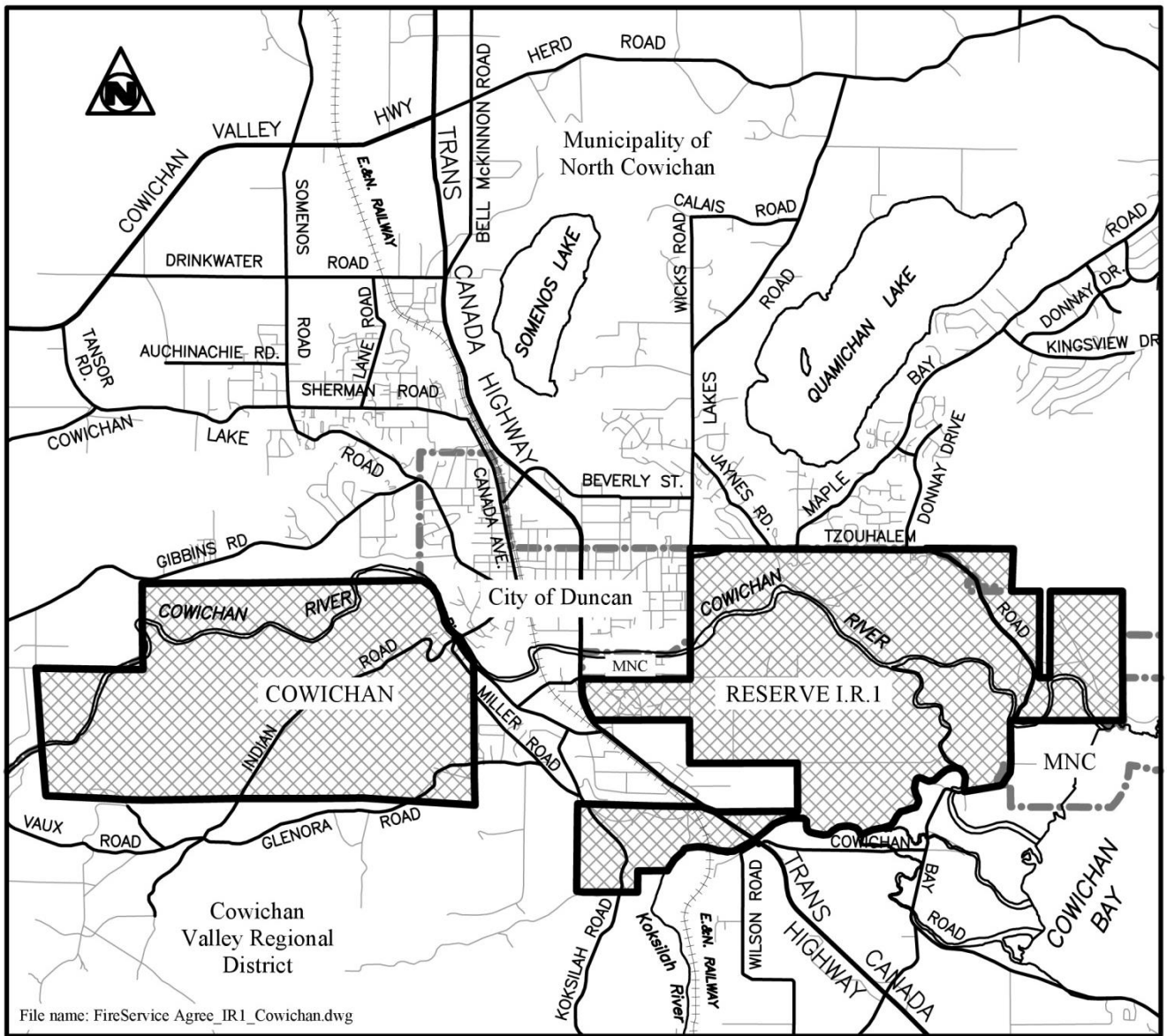
The Corporate Seal of **the Corporation of the District of North Cowichan** was hereunto affixed
the presence of:

Al Siebring, Mayor

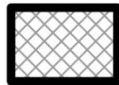
Alyssa Meiner, Acting Corporate Officer

SCHEDULE "A"

THE LANDS



LEGEND:



The "Lands".

SCHEDULE “B”

COWICHAN TRIBES COUNCIL RESOLUTION

SCHEDULE “C”
MUNICIPAL COUNCIL RESOLUTION

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT dated the ___ day of December, 2019.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN a municipality incorporated pursuant to the laws of the Province of British Columbia, having its offices at 7030 Trans-Canada Highway, Duncan, British Columbia, V9L 6A1

("Municipality")

AND:

HALALT FIRST NATION as represented by the Halalt Band Council having an address at 7973 Chemainus Road, R.R. 5, Chemainus, British Columbia, V0R 1K5

("Halalt First Nation")

WHEREAS:

- A. The lands outlined in bold on the plan hereto attached and marked as Schedule "A" to this Agreement ("the Lands") are reserve lands within the meaning of the *Indian Act*, R.S.C. 1985, c. /-5 (the "Indian Act"), located in the Province of British Columbia and vested in Her Majesty the Queen in right of Canada for the use and benefit of Halalt First Nation;
- B. Halalt First Nation is an Indian band within the meaning of section 2 of the *Indian Act*;
- C. The Municipality has the authority to enter into an agreement with Halalt First Nation to provide local government services within a reserve as defined in the *Indian Act*;
- D. Halalt First Nation has requested that the Municipality provide Fire Rescue Services under the terms and conditions set out in this Agreement;
- E. Halalt First Nation recognizes a financial responsibility to pay for the Fire Protection Services, as defined in this Agreement and provided by the Municipality to the Served Reserve;
- F. The Municipality maintains four on call fire halls within its boundaries, and has facilities and personnel necessary to effect fire protection on adjacent properties outside the boundaries of the Municipality;
- G. The Council of Halalt First Nation has by Resolution dated the ___ day of _____, _____, attached hereto as Schedule "B", approved and consented to the terms and conditions of this Agreement; and

- H. The Council of the Municipality has by Resolution dated the 18th day of December, 2019, attached hereto as Schedule "C" to this Agreement, approved and consented to the terms and conditions of this Agreement.

Therefore, in consideration of monies to be paid pursuant to this Agreement by Halalt First Nation to the Municipality, and the mutual covenants contained herein, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the following meanings apply:

- (a) "Band Buildings" means all buildings, whether occupied or not, located on the Serviced Reserve and not entered on the property tax roll, including all buildings and lands used for band or band member functions and commercial uses accessory thereto, including band administration offices, schools, health centres, community centres, recreational facilities, cemeteries, memorial gardens, sewage treatment facilities and all other buildings and facilities used for governmental, community, religious, social or other charitable purposes;
- (b) "Buildings" means Band Buildings, Commercial Buildings, Residences and any combination of any of the foregoing, whether occupied or not, located on the Serviced Reserve;
- (c) "Commercial Buildings" means any assessed lands and improvements, whether occupied or not, located on the Serviced Reserve and used for trades, businesses, or the sale or rental of goods and services, including retail sales, wholesaling, warehousing, offices, commercial recreational facilities, commercial residential facilities, household and non-household services, vehicle sales and servicing, and light industrial use;
- (d) "Converted Assessments" means the net taxable value of land and improvements multiplied by the percentage prescribed by the *Converted Value Percentages Regulation* (B.C. Reg. 371/2003), as amended;
- (e) "Dwelling Unit" means one or more rooms constituting a unit of living accommodation used or intended to be used for living and sleeping purposes, and containing a sink and cooking facilities;
- (f) "Emergency Medical Response Services" means those limited emergency medical response services, if any, as provided by the Municipality to its own residents, and as amended in scope from time to time by the Municipality acting in its sole discretion;
- (g) "Fire Chief" means the person(s) designated from time to time by the Municipality as a chief of a Municipal fire hall, and includes any person who in the normal course of his or her duty is authorized by the Fire Chief to act on his or her behalf;

- (h) "Fire Inspector" means the person(s) designated by the Fire Chief or Local Authority to conduct fire safety inspections;
- (i) "Fire Protection Services" means the extinction and protection of structure fires including, where possible, Emergency Medical Response Services, property protection and overhaul to ensure fires remain extinguished, but specifically does not include inspection or other fire prevention measures contemplated by the *Fire Services Act*, RSBC, 1996 and amendments thereto;
- (j) "Multiple- Family Residence" means an improvement containing three (3) or more Dwelling Units;
- (k) "Residences" means, collectively, Multiple-Family Residences and Single Family and Two-Family Residences;
- (l) "Serviced Reserve" means those lands under the jurisdiction of Halalt First Nation described and outlined in bold in Schedule "A" hereto, which must receive Fire Protection Services under this Agreement;
- (m) "Single Family and Two Family-Residence" means an improvement containing up to two (2) Dwelling Units.

2.0 APPLICATION

- 2.1 This agreement applies only to the Serviced Reserve and the Buildings.

3.0 COVENANTS OF THE MUNICIPALITY

- 3.1 The Municipality must provide Fire Protection Services to the Serviced Reserve and Buildings.
- 3.2 The Municipality must ensure that the Serviced Reserve and Buildings are protected by any "mutual aid" agreement that the Municipality enters into with another municipality.
- 3.3 The Municipality must use reasonable efforts to provide Emergency Medical Response Services to the Serviced Reserve and Buildings. The Municipality must provide any such Emergency Medical Response Services in the same manner and to the same standard as it provides such services to the Municipality.
- 3.4 The Municipality must bill Halalt First Nation for the cost of Fire Protection Services in accordance with the payment provisions of this Agreement.
- 3.5 The Municipality must keep a record of fires within the Serviced Reserve and Buildings for the benefit of both the Municipality and Halalt First Nation.

4.0 COVENANTS OF HALALT FIRST NATION

- 4.1 Halalt First Nation must supply the Municipality with a list of all Buildings on the Serviced Reserve and their locations.

- 4.2 Halalt First Nation must, upon request from the Municipality, guide the Fire Chief on an inspection of the Serviced Reserve to confirm the location of all Buildings on the Serviced Reserve.
- 4.3 Halalt First Nation must be responsible for providing the Municipality with updates of all new developments, including but not limited to roads and Buildings, that have been constructed, erected or placed on the Serviced Reserve during the present month, by the fifth day of the following month or as soon as possible following commencement of each new development.
- 4.4 Halalt First Nation must provide signage on the Serviced Reserve, showing boundaries of the Serviced Reserve, dead-end roads, and street names or numbers. Halalt First Nation must provide address numbers for all Band Buildings and must require through policy, bylaw or other means within Halalt First Nation' authority, that the occupants or owners of Commercial Buildings and Residences provide address numbers for their Commercial Buildings and Residences.
- 4.5 Halalt First Nation must provide the Municipality with a map of the Serviced Reserve that shows street names and numbers, and street address numbers for Buildings.
- 4.6 Halalt First Nation must notify the Municipality in writing of:
- (a) any inspection reports and orders that are issued by Halalt First Nation, or by any person engaged by Halalt First Nation to provide such inspections on the Serviced Reserve, or that are in Halalt First Nation' possession, and provided to the occupants or owners of any Buildings on the Serviced Reserve as they occur; and
 - (b) any malfunctioning fire hydrants, on an immediate basis.
- 4.7 Halalt First Nation must retain in its administration records:
- (a) copies of plans of all existing Buildings, except where such plans do not exist, or are not in Halalt First Nation' possession and control;
 - (b) copies of those plans for all proposed Buildings that have been approved by Halalt First Nation;
 - (c) copies of those plans for all additions to existing Buildings that have been approved by Halalt First Nation;
 - (d) such copies of plans as Halalt First Nation may be able to obtain using reasonable commercial efforts, for all proposed Buildings and additions to existing Buildings, that have not been approved by Halalt First Nation;
 - (e) copies of any inspection reports and orders that are issued by Halalt First Nation, or by any person engaged by Halalt First Nation to provide such inspections on the Serviced Reserve, to the occupants or owners of any Buildings;
 - (f) records of all fire hydrant maintenance and service completed by Halalt First Nation or any person engaged by Halalt First Nation to provide such maintenance and service, in accordance with section 4.9 of this Agreement; and

- (g) copies of fire safety plans for all Commercial Buildings and Band Buildings on the Serviced Reserve as required by *British Columbia Fire Code Regulations*.
- 4.8 Halalt First Nation must, upon request by the Municipality, allow the Fire Chief to inspect records referred to in section 4.7.
- 4.9 Halalt First Nation must maintain and service all fire hydrants on the Serviced Reserve to those standards set out in the National Fire Protection Association's Practices and Guides, as updated from time to time, or to those standards which the Municipality dictates from time to time, acting reasonably. Halalt First Nation must be responsible for the cost and expense incurred in such maintenance and servicing.
- 4.10 Halalt First Nation must take such steps within its jurisdiction as are reasonably necessary and possible to ensure that any manufacture, storage, transportation, display and sale of high hazard fireworks, as defined in the *Canada Explosives Act* and Regulations that take place on the Serviced Reserve must conform to the *Canada Explosives Act* and Regulations, as amended from time to time, and to all applicable provincial enactments and regulations now in force or in force hereafter.
- 4.11 Halalt First Nation must, at its sole cost and expense, ensure that publicity is given on the Serviced Reserve as to location of Municipal fire halls, and a telephone number to be used, so that prompt notification can be given to the Municipality about occurrence of fires on the Serviced Reserve.
- 4.12 Halalt First Nation must take all reasonable steps, including adopting any bylaws within its jurisdiction, which bylaws the Municipality acknowledges are subject to approval by the Minister of Aboriginal Affairs and Northern Development, to require that proposed design plans of any new Building to be located on the Serviced Reserve are reviewed by a Fire Inspector. The review by the Fire Inspector pursuant to this section must be for the sole purpose of determining whether the proposed design is such that the Municipality is able to provide Fire Protection Services to the proposed Building at the standards required in Article 5.0 of this Agreement, and to enable the Fire Inspector to make recommendations to Halalt First Nation as to design changes that are required so that the Municipality can provide those services. In the event any such recommendations are not implemented and the Municipality is not able to provide Fire Protection Services to any Building, the Municipality must not be responsible for any losses resulting from its inability to provide Fire Protection Services to that Building at the standards referred to in Section 5.0 of this Agreement.
- 4.13 Halalt First Nation must advise a Fire Inspector of any proposed industrial or commercial activities on the Serviced Reserve of which Halalt First Nation becomes aware and which involve the storage, use or production of flammable materials, chemicals or other materials that may reasonably be expected to constitute a special hazard to firefighters providing Fire Protection Services under this Agreement. The purpose of this provision is solely to enable the Fire Inspector to determine whether the Municipality is able to provide Fire Protection Services in respect of the activity, and to make recommendations to Halalt First Nation in that regard. The Fire Inspector may make recommendations to Halalt First Nation with respect to the conduct of such activities on the Lands, and may advise Halalt First Nation that provision of Fire Protection Services in respect of such activities is beyond the capability of the

Municipality given its equipment and resources. In that event, the Municipality must not be responsible for any losses resulting from its inability to provide Fire Protection Services to Buildings in which such activities are conducted or persons are engaged in such activities.

- 4.14 Halalt First Nation must provide the Fire Chief with a copy of the fire safety plan referred to in section 4.7(g) for all Commercial Buildings and Band Buildings.

5.0 STANDARD OF FIRE PROTECTION SERVICES

- 5.1 Fire Protection Services must be provided within the Serviced Reserve on a 24-hour basis from the Municipality's firehall(s), utilizing apparatus, equipment and staff provided by the Municipality. The number of staff and type of adequate Fire Protection Services are to be dispatched at the sole discretion of the Fire Chief, and such manpower, equipment and apparatus may vary depending upon the circumstances and type of any emergency. If a Municipal fire hall is responding to an emergency call within the Serviced Reserve, and another emergency arises which requires the resources of the said fire hall, it must be at the sole discretion of the Fire Chief as to redeployment of manpower, equipment and apparatus to meet the needs of each emergency. The Municipality must not be held liable in any manner whatsoever for decisions of the Fire Chief with respect to this section.
- 5.2 Halalt First Nation acknowledges and agrees that this Agreement does not require the Municipality to, and the Municipality must not, provide fire inspection or fire prevention services to Halalt First Nation, the Reserve, occupants on the Reserve, and in respect to any Buildings. The Municipality is not required to, and must not ensure compliance with the *National Building Code*, the *Fire Services Act*, RSBC 1996 and any amendments and regulations thereto, or with any other applicable legislation or regulation pertaining to fire safety or protection on the Reserve. This Agreement specifically does not require the Municipality to extinguish or suppress car or brush fires, but the Municipality may do so at the discretion of the Fire Chief. Halalt First Nation must pay the Municipality for the actual cost of this service as outlined and itemized in an invoice from the Municipality to Halalt First Nation based on costs outlined in Section 6.9 of this Agreement.
- 5.3 Municipal fire halls may not respond to areas where access routes do not provide:
- (a) a clear width of 6 metres;
 - (b) overhead clearances and center line radius of not less than 12 metres;
 - (c) change of gradient of not more than 1 in 12.5 over a minimum distance of 15 metres;
 - (d) sufficient access road, and road loads to support firefighting equipment, including access road culverts and bridges;
 - (e) turn around facilities for any dead-end portion of access routes more than 90 metres long
- 5.4 Neither the Municipality, nor any of its fire halls, nor any of its Fire Protection Services

personnel must incur any liability for damage to the Serviced Reserve, property thereon or Buildings, arising from actions taken to suppress or reduce the spread of fire.

- 5.5 Despite any provision herein to the contrary, the Municipality must provide Fire Protection Services to Halalt First Nation to the same standard and level of quality as such services are ordinarily provided by the Municipality to residents within the Municipality of North Cowichan.
- 5.6 In those portions of the Serviced Reserve where there are no fire hydrants, or where there is inadequate water supply from fire hydrants, the source of water must be from a tanker truck provided by the Municipality.
- 5.7 A Fire Chief may from time to time recommend to Halalt First Nation the establishment of burning bans on the Reserve. If such recommendations are approved by Halalt First Nation, the Municipality is hereby authorized to take whatever steps as may reasonably be necessary to enforce such bans on the Reserve.
- 5.8 This Agreement must not be construed so as to create any greater standard of care or liability on the part of the Municipality in respect of supplying Fire Protection Services or Emergency Medical Response Services hereunder to Halalt First Nation, than that which applies to the supply of such services ordinarily provided by the Municipality to residents within the Municipality of North Cowichan.

6.0 PAYMENT

- 6.1 In consideration for the Municipality providing Fire Protection Services to Halalt First Nation, Halalt First Nation covenants and agrees to pay to the Municipality annual fees calculated as set out in the following sections.

- 6.2 (a) For each Commercial Building, if any, Halalt First Nation must pay as follows:

April 1, 2019	March 31, 2020	\$220.81	Per Band building per year
April 1, 2020	March 31, 2021	\$225.23	Per Band building per year
April 1, 2021	March 31, 2022	\$229.73	Per Band building per year
April 1, 2022	March 31, 2023	\$234.32	Per Band building per year
April 1, 2023	March 31, 2024	\$239.01	Per Band building per year

and on or before January 15th of each year during the term of this Agreement, the address location of each Commercial Building must be identified and verified by Halalt First Nation and provided to the Municipality.

- (b) For each Band Building, if any, Halalt First Nation must pay as follows:

April 1, 2019	March 31, 2020	\$220.81	Per Band building per year
April 1, 2020	March 31, 2021	\$225.23	Per Band building per year
April 1, 2021	March 31, 2022	\$229.73	Per Band building per year
April 1, 2022	March 31, 2023	\$234.32	Per Band building per year
April 1, 2023	March 31, 2024	\$239.01	Per Band building per year

and on or before January 15th of each year during the term of this Agreement, the address location of each Band Building must be identified and verified by Halalt First

Nation and provided to the Municipality.

6.3 For each Residence, Halalt First Nation must pay as follows:

April 1, 2019	March 31, 2020	\$11.59	per month per building	\$139.05	per home per year
April 1, 2020	March 31, 2021	\$11.82	per month per building	\$141.83	per home per year
April 1, 2021	March 31, 2022	\$12.06	per month per building	\$144.66	per home per year
April 1, 2022	March 31, 2023	\$12.30	per month per building	\$147.56	per home per year
April 1, 2023	March 31, 2024	\$12.54	per month per building	\$150.51	per home per year

and on or before January 15th of each year during the term of this Agreement, the location and number of each Residence must be identified and verified by Halalt First Nation and provided to the Municipality.

6.4 The Municipality must provide a quarterly invoice to Halalt First Nation for Fire Protection Services which must include amounts calculated in relation to Sections 6.2 and 6.3 of this Agreement. Halalt First Nation must pay said invoices no later than 30 days after date of invoice during the term of this Agreement.

6.5 Halalt First Nation must pay the Municipality for the actual cost to extinguish and suppress car or brush fires as outlined and itemized in an invoice from the Municipality to Halalt First Nation. Current charges are as follows:

Equipment including associated manpower

Pumper Truck (if needed)	\$595/hour
Tanker Truck (if needed)	\$369/hour
Rescue Truck (if needed)	\$340/hour
Tower	\$826/hour

7.0 INDEMNITY

7.1 Halalt First Nation must indemnify and hold harmless the District from any loss, damage, expense or cost suffered or incurred, directly or indirectly, by the Municipality, as a consequence of any fire at, or in Buildings or other improvements on the Serviced Reserve, to the extent caused by failure of such Buildings or other improvements to meet fire codes, fire safety regulations and electrical regulations applicable elsewhere in the Municipality, OR caused by the failure of Halalt First Nation or its administration to meet any of Halalt First Nation's obligations under this Agreement, including but not limited to failure to provide the Municipality with reasonable and sufficient access to the Serviced Reserve to deliver Fire Protection Services, OR by the failure of Halalt First Nation to fulfill any of its obligations under Section 4 of this Agreement.

7.2 The Municipality must maintain all risk insurance on its major fire equipment, and must ensure that its liability coverage extends to its activities on the Serviced Reserve. All costs for such insurance including any deductible amounts payable must form part of the Fire Protection Services operating costs.

7.3 The parties covenant and agree with each other as follows:

(a) Halalt First Nation must, subject to section 13.1 (force majeure) below, indemnify

and save harmless the Municipality (and any related officer, official, employee, volunteer or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by Halalt First Nation of any of its obligations under this Agreement. This covenant of indemnity must survive the expiration or termination of this Agreement; and

- (b) the Municipality must, subject to paragraph 13.1 (force majeure) below, indemnify and save harmless Halalt First Nation (and any related officer, official, employee, volunteer or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by the Municipality of any of its obligations under this Agreement. This covenant of indemnity must survive the expiration or termination of this Agreement.

8.0 COMMENCEMENT AND TERM OF AGREEMENT

- 8.1 This Agreement commences on the 1st day of April, 2019 and must remain in effect for a term of five (5) years from the said commencement date.
- 8.2 The parties agree to begin meeting no later than December 1, 2023, and to negotiate in good faith using their best efforts the terms and conditions of a new Fire Protection Services Agreement. The parties further agree that should they be unable to reach agreement on such terms and conditions March 31, 2024, and if they mutually agree to do so, they may pursue the Dispute Resolution provisions set out in Section 12 of this Agreement, but excluding paragraph 12.4, to assist their efforts up to and including the date of expiry of this Agreement. The parties agree that in no circumstances may an extension or renewal of this Agreement be imposed by any person.

9.0 DEFAULT, DISCONTINUANCE AND TERMINATION

- 9.1 Either party may, in any year, terminate this Agreement by providing the other with written notice of termination prior to December 31st, and termination must take effect on March 31st of the following year.
- 9.2 If there is a breach of any term of this Agreement by either party, the other may, at its option, notify the party in breach and give the party responsible for the breach such time as is reasonable in view of the nature of the breach to remedy the breach. If the breach continues after the period of time provided to remedy the breach, and the matter has not been referred to dispute resolution under terms of this Agreement, or if the matter has been referred to and resolved by dispute resolution and the breach continues thereafter, the party not in breach may, at its option, terminate this Agreement. Either party may terminate this Agreement on six month's written notice if the other party fails to fulfill its material obligations hereunder. The parties acknowledge and agree that this Agreement must automatically terminate if Halalt First Nation signs a Treaty with the Federal Crown and/or the Province of British Columbia, and the Reserve is no longer reserve lands under the *Indian Act*.
- 9.3 Should either Party terminate this Agreement under Section 9.1, after any prepayment made by Halalt First Nation pursuant to Article 6.0, then and in that event, the Municipality must within sixty (60) days, rebate to Halalt First Nation that portion of the prepayment for Fire Protection Services received by the Municipality for the balance of the calendar year following the date of such termination.

- 9.4 If conditions exist on the Serviced Reserve which, in the sole opinion of the Fire Chief, are hazardous to the delivery or maintenance of Fire Protection Services on the Serviced Reserve, the Municipality may notify Halalt First Nation and give such time as is reasonable in view of the nature of the hazard, to remedy the hazard. If the hazard continues after the period of time provided to remedy it, the Municipality may discontinue providing Fire Protection Services until such time as the hazard has been removed to the satisfaction of the Municipality.

10.0 AMENDMENT

- 10.1 This Agreement must be amended by the parties hereto by mutual consent in writing and in the same manner and form as this Agreement.

11.0 NOTICE

- 11.1 All notices, requests, demands and other communications required or permitted to be given or provided under this Agreement must be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested), to the party to which it is to be given as follows:

(a) To the Municipality:

General Manager, Financial and Protective Services
Municipality of North Cowichan
7030 Trans-Canada Highway
Duncan, BC V9L 6A1

Attention: Information Management Officer
Fax No: 250.746.3133
E-mail: agreements@northcowichan.ca

(b) To Halalt First Nation:

Halalt First Nation
7973 Chemainus Road, R.R. 5
Chemainus, BC V0R 1K5

Attention: Band Council

or at such other address as the party to whom notice is sent may specify by notice given in accordance with provisions of this section. Any such notice, request, demand or other communication given as aforesaid must be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a "business day"), or on the next business day if such facsimile or e-mail is received on a day which is not a business day or after 5:00p.m. on a business day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other

communications must be delivered by hand or facsimile transmission or e-mail.

12.0 DISPUTE RESOLUTION

- 12.1 The parties agree that during the term of this Agreement and in the performance of each of their responsibilities under this Agreement, each of them must:
- (a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations; and
 - (b) provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
- 12.2 The parties further agree to use their best efforts to conduct any dispute resolution procedure under this Agreement as efficiently and cost effectively as possible.
- 12.3 The parties agree to attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person mutually agreed upon, or should the parties be unable to agree upon such person within 30 days of either party serving notice of its intention to proceed to mediation, a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Mediation Rules.
- 12.4 If a dispute cannot be settled within thirty (30) days after a mediator has been appointed, or such lesser or longer period otherwise agreed to in writing by the parties, then, on application by either party, the dispute may be referred to a court of competent jurisdiction, or a single arbitrator under the *Commercial Arbitration Act*, R.S.B.C. 1996, C. 55. Any decision of the court, or arbitrator, is final and binding on the parties. In the absence of any written agreement otherwise, the court registry to be used, or the place of arbitration must be Victoria, British Columbia.
- 12.5 Except where otherwise specified in this Agreement, any and all disputes between or among the parties to this Agreement arising under, out of or in any way relating to this Agreement must be determined under this Article 12.0.
- 12.6 Subject to any ruling or recommendation to the contrary by an Arbitrator or Mediator respectively, the parties agree the costs of any mediation or arbitration must be shared equally between them. Costs in this context must not include any costs incurred by a party in preparation for, attending upon, or settling a matter through mediation or arbitration.

13.0 GENERAL

- 13.1 No party must be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, civil disobedience, riots, or other acts of external interference or disturbance, laws, rules and regulations or orders of any duly constituted governmental authority (excluding the Municipality and Halalt First Nation) or non-availability of materials or transportation, each of which must be a force majeure event.

- 13.2 Nothing contained or implied in this Agreement must prejudice or affect the rights and powers of the Municipality, Halalt First Nation, or their Councils in the exercise of their functions under any public or private statute, bylaw, order and regulation, all of which may be fully and effectively exercised in relation to each other and their assets as if this Agreement had not been executed and delivered by the parties to this Agreement.
- 13.3 Nothing in this Agreement or in the parties' dealings with each other is intended to be interpreted or construed as creating an agency relationship, joint venture or partnership of any kind between the parties, or as imposing on any of the parties any partnership duty, obligation or liability to any other party, or to any other person.
- 13.4 Each of the parties covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.
- 13.5 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part must not affect the validity of the remainder, which must continue in full force and effect, and be construed as if this Agreement had been executed without the invalid part. In the event that a part of this Agreement is declared or held invalid, the parties agree to use their best efforts to reach agreement on terms which substantially achieve the intent of the invalid part and which must be enforceable.
- 13.6 Time is of the essence of this Agreement.
- 13.7 Headings are inserted in this Agreement for convenience only and must not be construed as affecting the meaning of this Agreement.
- 13.8 No waiver of any term or condition of this Agreement or of a breach of any term or condition of this Agreement by any party hereto is effective unless it is in writing, and no waiver of a breach even if in writing must be construed as a waiver of any future breach.
- 13.9 This Agreement constitutes the entire Agreement between the parties and there are no other terms, conditions, representations or warranties in this Agreement express or implied, statutory or otherwise, except for those expressly set forth herein.
- 13.10 Whenever the singular or masculine is used herein, the same must be construed as meaning the plural or feminine or body politic or corporate where the context of the parties hereto so requires.
- 13.11 The word "including", when following any statement, must be construed broadly, to refer to all other things that could reasonably fall within the scope of such statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is referenced.
- 13.12 This Agreement must endure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

The Corporate Seal of the **Halalt First Nation**
was hereunto affixed in the presence of:

Authorized Signatory

Authorized Signatory

Signature of Witness

Printed Name of Witness

in

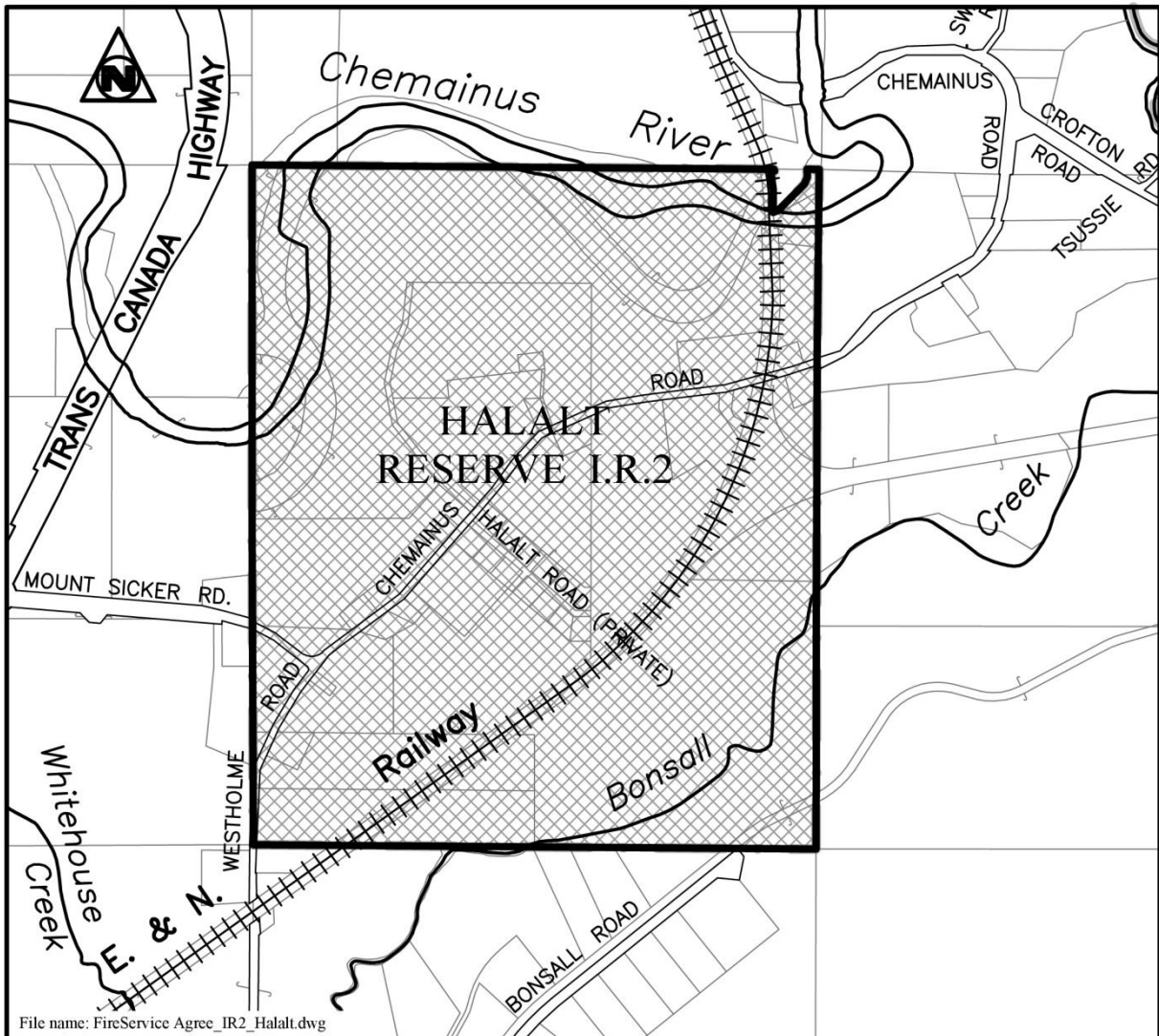
The Corporate Seal of **the Corporation of the District of North Cowichan** was hereunto affixed
the presence of:

Al Siebring, Mayor

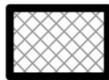
Alyssa Meiner, Acting Corporate Officer

SCHEDULE "A"

"LANDS"



LEGEND:



The "Lands".

SCHEDULE “B”

HALALT FIRST NATION BAND COUNCIL RESOLUTION

SCHEDULE “C”
MUNICIPAL COUNCIL RESOLUTION

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT dated the ____ day of December, 2019.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN a municipality incorporated pursuant to the laws of the Province of British Columbia, having its offices at 7030 Trans-Canada Highway, Duncan, British Columbia, V9L 6A1

("Municipality")

AND:

PENELAKUT FIRST NATION as represented by the Penelakut Band Council having an address at P.O. Box 360, Chemainus, British Columbia, V0R 1K0

("Penelakut Tribes")

WHEREAS:

- A. The lands outlined in bold on the plan hereto attached and marked as Schedule "A" to this Agreement ("the Lands") are reserve lands within the meaning of the *Indian Act, R.S.C. 1985, c. /-5* (the "Indian Act"), also referred to as the Tsussie Reserve, and are located in the Province of British Columbia and vested in Her Majesty the Queen in right of Canada for the use and benefit of Penelakut Tribes;
- B. The Penelakut Tribes is an Indian band within the meaning of section 2 of the *Indian Act*;
- C. The Municipality has the authority to enter into an agreement with Penelakut Tribes to provide local government services within a reserve as defined in the *Indian Act*;
- D. Penelakut Tribes has requested that the Municipality provide Fire Department Services under the terms and conditions set out in this Agreement;
- E. Penelakut Tribes recognizes a financial responsibility to pay for the Fire Protection Services, as defined in this Agreement and provided by the Municipality to the Serviced Reserve;
- F. The Municipality maintains four on call fire halls within its boundaries, and has facilities and personnel necessary to effect fire protection on adjacent properties outside the boundaries of the Municipality;
- G. The Council of Penelakut Tribes has by Resolution dated the ____ day of _____, _____, attached hereto as Schedule "B", approved and consented to the terms and conditions of this Agreement; and

- H. The Council of the Municipality has by Resolution dated the 18th day of December, 2019, attached hereto as Schedule "C" to this Agreement, approved and consented to the terms and conditions of this Agreement.

Therefore, in consideration of monies to be paid pursuant to this Agreement by Penelakut Tribes to the Municipality, and the mutual covenants contained herein, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the following meanings apply:

- (a) "Band Buildings" means all buildings, whether occupied or not, located on the Serviced Reserve and not entered on the property tax roll, including all buildings and lands used for band or band member functions and commercial uses accessory thereto, including band administration offices, schools, health centres, community centres, recreational facilities, cemeteries, memorial gardens, sewage treatment facilities and all other buildings and facilities used for governmental, community, religious, social or other charitable purposes;
- (b) "Buildings" means Band Buildings, Commercial Buildings, Residences and any combination of any of the foregoing, whether occupied or not, located on the Serviced Reserve;
- (c) "Commercial Buildings" means any assessed lands and improvements, whether occupied or not, located on the Serviced Reserve and used for trades, businesses, or the sale or rental of goods and services, including retail sales, wholesaling, warehousing, offices, commercial recreational facilities, commercial residential facilities, household and non-household services, vehicle sales and servicing, and light industrial use;
- (d) "Converted Assessments" means the net taxable value of land and improvements multiplied by the percentage prescribed by the *Converted Value Percentages Regulation* (B.C. Reg. 371/2003), as amended;
- (e) "Dwelling Unit" means one or more rooms constituting a unit of living accommodation used or intended to be used for living and sleeping purposes, and containing a sink and cooking facilities;
- (f) "Emergency Medical Response Services" means those limited emergency medical response services, if any, as provided by the Municipality to its own residents, and as amended in scope from time to time by the Municipality acting in its sole discretion;
- (g) "Fire Chief" means the person(s) designated from time to time by the Municipality as a chief of a Municipal fire hall, and includes any person who in the normal course of his or her duty is authorized by the Fire Chief to act on his or her behalf;
- (h) "Fire Inspector" means the person(s) designated by the Fire Chief or Local Authority to conduct fire safety inspections;

- (i) "Fire Protection Services" means the extinction and protection of structure fires including, where possible, Emergency Medical Response Services, property protection and overhaul to ensure fires remain extinguished, but specifically does not include inspection or other fire prevention measures contemplated by the *Fire Services Act*, RSBC, 1996 and amendments thereto;
- (j) "Multiple- Family Residence" means an improvement containing three (3) or more Dwelling Units;
- (k) "Residences" means, collectively, Multiple-Family Residences and Single Family and Two-Family Residences;
- (l) "Serviced Reserve" means those lands under the jurisdiction of Penelakut Tribes described and outlined in bold in Schedule "A" hereto, which must receive Fire Protection Services under this Agreement;
- (m) "Single Family and Two Family-Residence" means an improvement containing up to two (2) Dwelling Units.

2.0 APPLICATION

- 2.1 This agreement applies only to the Serviced Reserve and the Buildings.

3.0 COVENANTS OF THE MUNICIPALITY

- 3.1 The Municipality must provide Fire Protection Services to the Serviced Reserve and Buildings.
- 3.2 The Municipality must ensure that the Serviced Reserve and Buildings are protected by any "mutual aid" agreement that the Municipality enters into with another municipality.
- 3.3 The Municipality must use reasonable efforts to provide Emergency Medical Response Services to the Serviced Reserve and Buildings. The Municipality must provide any such Emergency Medical Response Services in the same manner and to the same standard as it provides such services to the Municipality.
- 3.4 The Municipality must bill Penelakut Tribes for the cost of Fire Protection Services in accordance with the payment provisions of this Agreement.
- 3.5 The Municipality must keep a record of fires within the Serviced Reserve and Buildings for the benefit of both the Municipality and Penelakut Tribes.

4.0 COVENANTS OF PENELAKUT FIRST NATIONS

- 4.1 Penelakut Tribes must supply the Municipality with a list of all Buildings on the Serviced Reserve and their locations.
- 4.2 Penelakut Tribes must, upon request from the Municipality, guide the Fire Chief on an inspection of the Serviced Reserve to confirm the location of all Buildings on the Serviced Reserve.

- 4.3 Penelakut Tribes must be responsible for providing the Municipality with updates of all new developments, including but not limited to roads and Buildings, that have been constructed, erected or placed on the Serviced Reserve during the present month, by the fifth day of the following month or as soon as possible following commencement of each new development.
- 4.4 Penelakut Tribes must provide signage on the Serviced Reserve, showing boundaries of the Serviced Reserve, dead-end roads, and street names or numbers. Penelakut Tribes must provide address numbers for all Band Buildings and must require through policy, bylaw or other means within Penelakut Tribes' authority, that the occupants or owners of Commercial Buildings and Residences provide address numbers for their Commercial Buildings and Residences.
- 4.5 Penelakut Tribes must provide the Municipality with a map of the Serviced Reserve that shows street names and numbers, and street address numbers for Buildings.
- 4.6 Penelakut Tribes must notify the Municipality in writing of:
- (a) any inspection reports and orders that are issued by Penelakut Tribes, or by any person engaged by Penelakut Tribes to provide such inspections on the Serviced Reserve, or that are in Penelakut Tribes' possession, and provided to the occupants or owners of any Buildings on the Serviced Reserve as they occur; and
 - (b) any malfunctioning fire hydrants, on an immediate basis.
- 4.7 Penelakut Tribes must retain in its administration records:
- (a) copies of plans of all existing Buildings, except where such plans do not exist, or are not in Penelakut Tribes' possession and control;
 - (b) copies of those plans for all proposed Buildings that have been approved by Penelakut Tribes;
 - (c) copies of those plans for all additions to existing Buildings that have been approved by Penelakut Tribes;
 - (d) such copies of plans as Penelakut Tribes may be able to obtain using reasonable commercial efforts, for all proposed Buildings and additions to existing Buildings, that have not been approved by Penelakut Tribes;
 - (e) copies of any inspection reports and orders that are issued by Penelakut Tribes, or by any person engaged by Penelakut Tribes to provide such inspections on the Serviced Reserve, to the occupants or owners of any Buildings;
 - (f) records of all fire hydrant maintenance and service completed by Penelakut Tribes or any person engaged by Penelakut Tribes to provide such maintenance and service, in accordance with section 4.9 of this Agreement; and
 - (g) copies of fire safety plans for all Commercial Buildings and Band Buildings on the Serviced Reserve as required by *British Columbia Fire Code Regulations*.

- 4.8 Penelakut Tribes must, upon request by the Municipality, allow the Fire Chief to inspect records referred to in section 4.7.
- 4.9 Penelakut Tribes must maintain and service all fire hydrants on the Serviced Reserve to those standards set out in the National Fire Protection Association's Practices and Guides, as updated from time to time, or to those standards which the Municipality dictates from time to time, acting reasonably. Penelakut Tribes must be responsible for the cost and expense incurred in such maintenance and servicing.
- 4.10 Penelakut Tribes must take such steps within its jurisdiction as are reasonably necessary and possible to ensure that any manufacture, storage, transportation, display and sale of high hazard fireworks, as defined in the *Canada Explosives Act* and Regulations that take place on the Serviced Reserve must conform to the *Canada Explosives Act* and Regulations, as amended from time to time, and to all applicable provincial enactments and regulations now in force or in force hereafter.
- 4.11 Penelakut Tribes must, at its sole cost and expense, ensure that publicity is given on the Serviced Reserve as to location of Municipal fire halls, and a telephone number to be used, so that prompt notification can be given to the Municipality about occurrence of fires on the Serviced Reserve.
- 4.12 Penelakut Tribes must take all reasonable steps, including adopting any bylaws within its jurisdiction, which bylaws the Municipality acknowledges are subject to approval by the Minister of Aboriginal Affairs and Northern Development, to require that proposed design plans of any new Building to be located on the Serviced Reserve are reviewed by a Fire Inspector. The review by the Fire Inspector pursuant to this section must be for the sole purpose of determining whether the proposed design is such that the Municipality is able to provide Fire Protection Services to the proposed Building at the standards required in Article 5.0 of this Agreement, and to enable the Fire Inspector to make recommendations to Penelakut Tribes as to design changes that are required so that the Municipality can provide those services. In the event any such recommendations are not implemented and the Municipality is not able to provide Fire Protection Services to any Building, the Municipality must not be responsible for any losses resulting from its inability to provide Fire Protection Services to that Building at the standards referred to in Section 5.0 of this Agreement.
- 4.13 Penelakut Tribes must advise a Fire Inspector of any proposed industrial or commercial activities on the Serviced Reserve of which Penelakut Tribes becomes aware and which involve the storage, use or production of flammable materials, chemicals or other materials that may reasonably be expected to constitute a special hazard to firefighters providing Fire Protection Services under this Agreement. The purpose of this provision is solely to enable the Fire Inspector to determine whether the Municipality is able to provide Fire Protection Services in respect of the activity, and to make recommendations to Penelakut Tribes in that regard. The Fire Inspector may make recommendations to Penelakut Tribes with respect to the conduct of such activities on the Lands, and may advise Penelakut Tribes that provision of Fire Protection Services in respect of such activities is beyond the capability of the Municipality given its equipment and resources. In that event, the Municipality must not be responsible for any losses resulting from its inability to provide Fire Protection Services to Buildings in which such activities are conducted or persons are engaged in such activities.

- 4.14 Penelakut Tribes must provide the Fire Chief with a copy of the fire safety plan referred to in section 4.7(g) for all Commercial Buildings and Band Buildings.

5.0 STANDARD OF FIRE PROTECTION SERVICES

- 5.1 Fire Protection Services must be provided within the Serviced Reserve on a 24-hour basis from the Municipality's firehall(s), utilizing apparatus, equipment and staff provided by the Municipality. The number of staff and type of adequate Fire Protection Services are to be dispatched at the sole discretion of the Fire Chief, and such manpower, equipment and apparatus may vary depending upon the circumstances and type of any emergency. If a Municipal fire hall is responding to an emergency call within the Serviced Reserve, and another emergency arises which requires the resources of the said fire hall, it must be at the sole discretion of the Fire Chief as to redeployment of manpower, equipment and apparatus to meet the needs of each emergency. The Municipality must not be held liable in any manner whatsoever for decisions of the Fire Chief with respect to this section.
- 5.2 Penelakut Tribes acknowledges and agrees that this Agreement does not require the Municipality to, and the Municipality must not, provide fire inspection or fire prevention services to Penelakut Tribes, the Reserve, occupants on the Reserve, and in respect to any Buildings. The Municipality is not required to, and must not ensure compliance with the *National Building Code, the Fire Services Act*, RSBC 1996 and any amendments and regulations thereto, or with any other applicable legislation or regulation pertaining to fire safety or protection on the Reserve. This Agreement specifically does not require the Municipality to extinguish or suppress car or brush fires, but the Municipality may do so at the discretion of the Fire Chief. Penelakut Tribes must pay the Municipality for the actual cost of this service as outlined and itemized in an invoice from the Municipality to Penelakut Tribes based on costs outlined in Section 6.9 of this Agreement.
- 5.3 Municipal fire halls may not respond to areas where access routes do not provide:
- (a) a clear width of 6 metres;
 - (b) overhead clearances and center line radius of not less than 12 metres;
 - (c) change of gradient of not more than 1 in 12.5 over a minimum distance of 15 metres;
 - (d) sufficient access road, and road loads to support firefighting equipment, including access road culverts and bridges;
 - (e) turn around facilities for any dead-end portion of access routes more than 90 metres long
- 5.4 Neither the Municipality, nor any of its fire halls, nor any of its Fire Protection Services personnel must incur any liability for damage to the Serviced Reserve, property thereon or Buildings, arising from actions taken to suppress or reduce the spread of fire.
- 5.5 Despite any provision herein to the contrary, the Municipality must provide Fire Protection Services to Penelakut Tribes to the same standard and level of quality as such services are ordinarily provided by the Municipality to residents within the

Municipality of North Cowichan.

- 5.6 In those portions of the Serviced Reserve where there are no fire hydrants, or where there is inadequate water supply from fire hydrants, the source of water must be from a tanker truck provided by the Municipality.
- 5.7 A Fire Chief may from time to time recommend to Penelakut Tribes the establishment of burning bans on the Reserve. If such recommendations are approved by Penelakut Tribes, the Municipality is hereby authorized to take whatever steps as may reasonably be necessary to enforce such bans on the Reserve.
- 5.8 This Agreement must not be construed so as to create any greater standard of care or liability on the part of the Municipality in respect of supplying Fire Protection Services or Emergency Medical Response Services hereunder to Penelakut Tribes, than that which applies to the supply of such services ordinarily provided by the Municipality to residents within the Municipality of North Cowichan.

6.0 PAYMENT

- 6.1 In consideration for the Municipality providing Fire Protection Services to Penelakut Tribes, Penelakut Tribes covenants and agrees to pay to the Municipality annual fees calculated as set out in the following sections.

- 6.2 (a) For each Commercial Building, if any, Penelakut Tribes must pay:

April 1, 2019	March 31, 2020	\$220.81	Per Band building per year
April 1, 2020	March 31, 2021	\$225.23	Per Band building per year
April 1, 2021	March 31, 2022	\$229.73	Per Band building per year
April 1, 2022	March 31, 2023	\$234.32	Per Band building per year
April 1, 2023	March 31, 2024	\$239.01	Per Band building per year

On or before January 15th of each year during the term of this Agreement, the address location of each Commercial Building, if any, must be identified and verified by Penelakut Tribes and provided to the Municipality.

- (b) For Band Buildings, Penelakut Tribes must pay as follows:

April 1, 2019	March 31, 2020	\$220.81	Per Band building per year
April 1, 2020	March 31, 2021	\$225.23	Per Band building per year
April 1, 2021	March 31, 2022	\$229.73	Per Band building per year
April 1, 2022	March 31, 2023	\$234.32	Per Band building per year
April 1, 2023	March 31, 2024	\$239.01	Per Band building per year

and on or before January 15th of each year during the term of this Agreement, the address location of each Band Building must be identified and verified by Penelakut Tribes and provided to the Municipality.

6.3 For each Residence, Penelakut Tribes must pay as follows:

April 1, 2019	March 31, 2020	\$11.59	per month per building	\$139.05	per home per year
April 1, 2020	March 31, 2021	\$11.82	per month per building	\$141.83	per home per year
April 1, 2021	March 31, 2022	\$12.06	per month per building	\$144.66	per home per year
April 1, 2022	March 31, 2023	\$12.30	per month per building	\$147.56	per home per year
April 1, 2023	March 31, 2024	\$12.54	per month per building	\$150.51	per home per year

and on or before January 15th of each year during the term of this Agreement, the address location of each Residence must be identified and verified by Penelakut Tribes and provided to the Municipality.

6.4 The Municipality must provide a quarterly invoice to Penelakut Tribes for Fire Protection Services which must include amounts calculated in relation to Sections 6.2 and 6.3 of this Agreement. Penelakut Tribes must pay said invoices no later than 30 days after date of invoice during the term of this Agreement.

6.5 Penelakut Tribes must pay the Municipality for the actual cost to extinguish and suppress any car or brush fires as outlined and itemized in an invoice from the Municipality to Penelakut Tribes. Current charges are as follows:

Equipment including associated manpower

Pumper Truck (if needed)	\$595/hour
Tanker Truck (if needed)	\$369/hour
Rescue Truck (if needed)	\$340/hour
Tower	\$826/hour

7.0 INDEMNITY

7.1 Penelakut Tribes must indemnify and hold harmless the District from any loss, damage, expense or cost suffered or incurred, directly or indirectly, by the Municipality, as a consequence of any fire at, or in Buildings or other improvements on the Serviced Reserve, to the extent caused by failure of such Buildings or other improvements to meet fire codes, fire safety regulations and electrical regulations applicable elsewhere in the Municipality, OR caused by the failure of Penelakut Tribes or its administration to meet any of Penelakut Tribes' obligations under this Agreement, including but not limited to failure to provide the Municipality with reasonable and sufficient access to the Serviced Reserve to deliver Fire Protection Services, OR by the failure of Penelakut Tribes to fulfill any of its obligations under Section 4 of this Agreement.

7.2 The Municipality must maintain all risk insurance on its major fire equipment, and must ensure that its liability coverage extends to its activities on the Serviced Reserve. All costs for such insurance including any deductible amounts payable must form part of the Fire Protection Services operating costs.

7.3 The parties covenant and agree with each other as follows:

- (a) Penelakut Tribes must, subject to section 13.1 (force majeure) below, indemnify and save harmless the Municipality (and any related officer, official, employee, volunteer

or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by Penelakut Tribes of any of its obligations under this Agreement. This covenant of indemnity must survive the expiration or termination of this Agreement; and

- (b) the Municipality must, subject to paragraph 13.1 (force majeure) below, indemnify and save harmless Penelakut Tribes (and any related officer, official, employee, volunteer or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by the Municipality of any of its obligations under this Agreement. This covenant of indemnity must survive the expiration or termination of this Agreement.

8.0 COMMENCEMENT AND TERM OF AGREEMENT

- 8.1 This Agreement commences on the 1st day of April, 2019 and must remain in effect for a term of five (5) years from the said commencement date.
- 8.2 The parties agree to begin meeting no later than December 1, 2023, and to negotiate in good faith using their best efforts the terms and conditions of a new Fire Protection Services Agreement. The parties further agree that should they be unable to reach agreement on such terms and conditions March 31, 2024, and if they mutually agree to do so, they may pursue the Dispute Resolution provisions set out in Section 12 of this Agreement, but excluding paragraph 12.4, to assist their efforts up to and including the date of expiry of this Agreement. The parties agree that in no circumstances may an extension or renewal of this Agreement be imposed by any person.

9.0 DEFAULT, DISCONTINUANCE AND TERMINATION

- 9.1 Either party may, in any year, terminate this Agreement by providing the other with written notice of termination prior to December 31st, and termination must take effect on March 31st of the following year.
- 9.2 If there is a breach of any term of this Agreement by either party, the other may, at its option, notify the party in breach and give the party responsible for the breach such time as is reasonable in view of the nature of the breach to remedy the breach. If the breach continues after the period of time provided to remedy the breach, and the matter has not been referred to dispute resolution under terms of this Agreement, or if the matter has been referred to and resolved by dispute resolution and the breach continues thereafter, the party not in breach may, at its option, terminate this Agreement. Either party may terminate this Agreement on six month's written notice if the other party fails to fulfill its material obligations hereunder. The parties acknowledge and agree that this Agreement must automatically terminate if Penelakut Tribes signs a Treaty with the Federal Crown and/or the Province of British Columbia, and the Reserve is no longer reserve lands under the *Indian Act*.
- 9.3 Should either Party terminate this Agreement under Section 9.1, after any prepayment made by Penelakut Tribes pursuant to Article 6.0, then and in that event, the Municipality must within sixty (60) days, rebate to Penelakut Tribes that portion of the prepayment for Fire Protection Services received by the Municipality for the balance of the calendar year following the date of such termination.

- 9.4 If conditions exist on the Serviced Reserve which, in the sole opinion of the Fire Chief, are hazardous to the delivery or maintenance of Fire Protection Services on the Serviced Reserve, the Municipality may notify Penelakut Tribes and give such time as is reasonable in view of the nature of the hazard, to remedy the hazard. If the hazard continues after the period of time provided to remedy it, the Municipality may discontinue providing Fire Protection Services until such time as the hazard has been removed to the satisfaction of the Municipality.

10.0 AMENDMENT

- 10.1 This Agreement must be amended by the parties hereto by mutual consent in writing and in the same manner and form as this Agreement.

11.0 NOTICE

- 11.1 All notices, requests, demands and other communications required or permitted to be given or provided under this Agreement must be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested), to the party to which it is to be given as follows:

(a) To the Municipality:

General Manager, Financial and Protective Services
Municipality of North Cowichan
7030 Trans Canada Highway
Duncan, BC V9L 6A1

Attention: Information Management Officer
Fax No: 250.746.3133
E-mail: agreements@northcowichan.ca

(b) To Penelakut Tribes:

Penelakut Tribes Operations and Management
P.O. Box 360
Chemainus, BC
V0R 1K0

Attention: O&M Coordinator
Fax No: 250.246.2725
Email: _____

or at such other address as the party to whom notice is sent may specify by notice given in accordance with provisions of this section. Any such notice, request, demand or other communication given as aforesaid must be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a "business day"), or on the next business day if such facsimile or e-mail is received on a day which is not a business day or after 5:00p.m. on a business day, and in the case of delivery by prepaid registered mail, as aforesaid, on

the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications must be delivered by hand or facsimile transmission or e-mail.

DISPUTE RESOLUTION

- 12.1 The parties agree that during the term of this Agreement and in the performance of each of their responsibilities under this Agreement, each of them must:
- (a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations; and
 - (b) provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
- 12.2 The parties further agree to use their best efforts to conduct any dispute resolution procedure under this Agreement as efficiently and cost effectively as possible.
- 12.3 The parties agree to attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person mutually agreed upon, or should the parties be unable to agree upon such person within 30 days of either party serving notice of its intention to proceed to mediation, a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Mediation Rules.
- 12.4 If a dispute cannot be settled within thirty (30) days after a mediator has been appointed, or such lesser or longer period otherwise agreed to in writing by the parties, then, on application by either party, the dispute may be referred to a court of competent jurisdiction, or a single arbitrator under the *Commercial Arbitration Act*, R.S.B.C. 1996, C. 55. Any decision of the court, or arbitrator, is final and binding on the parties. In the absence of any written agreement otherwise, the court registry to be used, or the place of arbitration must be Victoria, British Columbia.
- 12.5 Except where otherwise specified in this Agreement, any and all disputes between or among the parties to this Agreement arising under, out of or in any way relating to this Agreement must be determined under this Article 12.0.
- 12.6 Subject to any ruling or recommendation to the contrary by an Arbitrator or Mediator respectively, the parties agree the costs of any mediation or arbitration must be shared equally between them. Costs in this context must not include any costs incurred by a party in preparation for, attending upon, or settling a matter through mediation or arbitration.

12.0 GENERAL

- 13.1 No party must be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, civil disobedience, riots, or other acts of external interference or disturbance, laws, rules and regulations or orders of any duly constituted governmental authority (excluding the Municipality and

Penelakut Tribes) or non-availability of materials or transportation, each of which must be a force majeure event.

- 13.2 Nothing contained or implied in this Agreement must prejudice or affect the rights and powers of the Municipality, Penelakut Tribes, or their Councils in the exercise of their functions under any public or private statute, bylaw, order and regulation, all of which may be fully and effectively exercised in relation to each other and their assets as if this Agreement had not been executed and delivered by the parties to this Agreement.
- 13.3 Nothing in this Agreement or in the parties' dealings with each other is intended to be interpreted or construed as creating an agency relationship, joint venture or partnership of any kind between the parties, or as imposing on any of the parties any partnership duty, obligation or liability to any other party, or to any other person.
- 13.4 Each of the parties covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.
- 13.5 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part must not affect the validity of the remainder, which must continue in full force and effect, and be construed as if this Agreement had been executed without the invalid part. In the event that a part of this Agreement is declared or held invalid, the parties agree to use their best efforts to reach agreement on terms which substantially achieve the intent of the invalid part and which must be enforceable.
- 13.6 Time is of the essence of this Agreement.
- 13.7 Headings are inserted in this Agreement for convenience only and must not be construed as affecting the meaning of this Agreement.
- 13.8 No waiver of any term or condition of this Agreement or of a breach of any term or condition of this Agreement by any party hereto is effective unless it is in writing, and no waiver of a breach even if in writing must be construed as a waiver of any future breach.
- 13.9 This Agreement constitutes the entire Agreement between the parties and there are no other terms, conditions, representations or warranties in this Agreement express or implied, statutory or otherwise, except for those expressly set forth herein.
- 13.10 Whenever the singular or masculine is used herein, the same must be construed as meaning the plural or feminine or body politic or corporate where the context of the parties hereto so requires.
- 13.11 The word "including", when following any statement, must be construed broadly, to refer to all other things that could reasonably fall within the scope of such statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is referenced.
- 13.12 This Agreement must endure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

The Corporate Seal of the **Penelakut Tribes**
was hereunto affixed in the presence of:

Authorized Signatory

Authorized Signatory

Signature of Witness

Printed Name of Witness

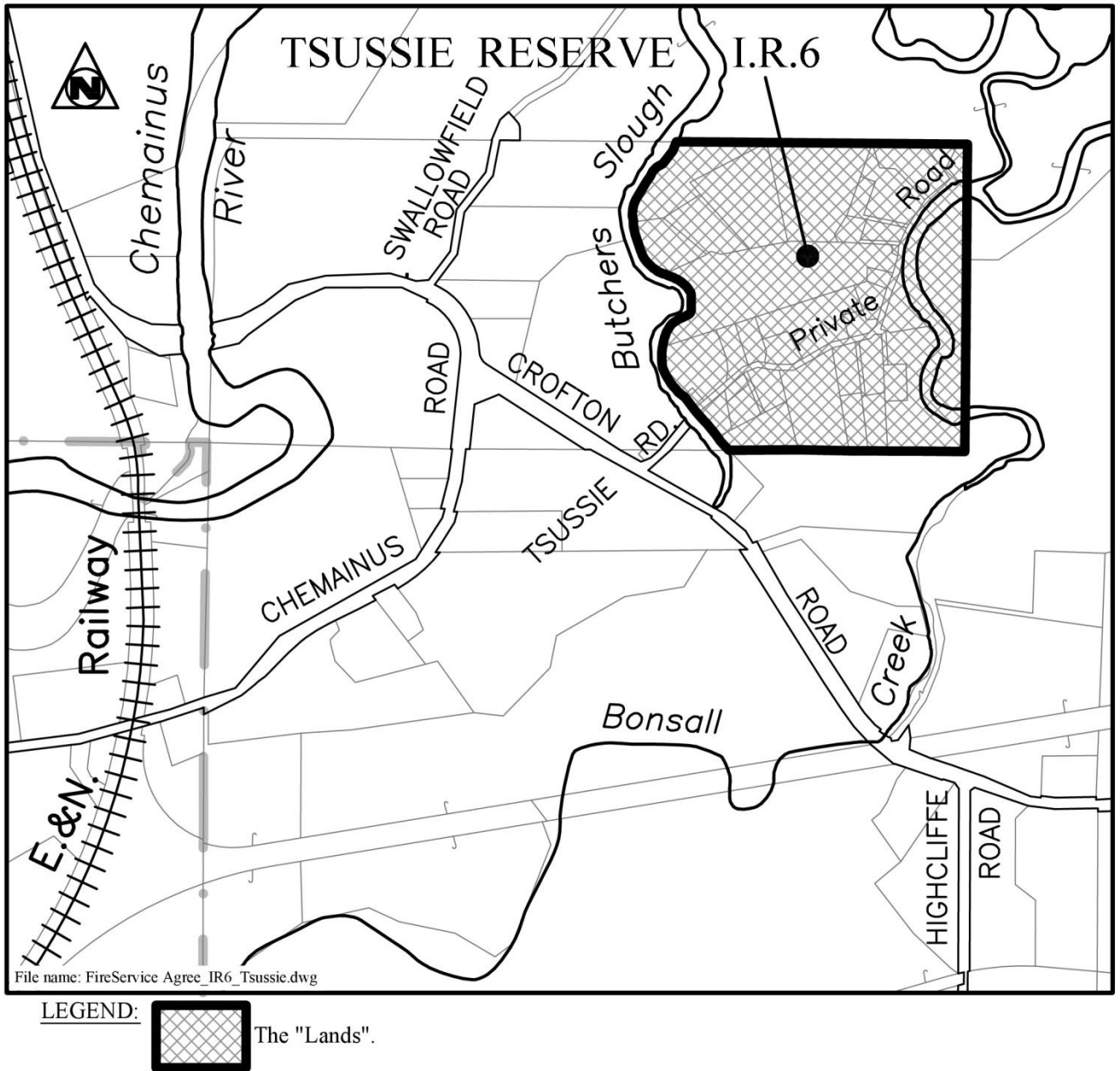
in

The Corporate Seal of **the Corporation of the District of North Cowichan** was hereunto affixed
the presence of:

Al Siebring, Mayor

Alyssa Meiner, Acting Corporate Officer

SCHEDULE "A"
THE LANDS



SCHEDULE “B”

PENELAKUT TRIBES BAND COUNCIL RESOLUTION

SCHEDULE “C”
MUNICIPAL COUNCIL RESOLUTION

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT dated the ____ day of December, 2019.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN a municipality incorporated pursuant to the laws of the Province of British Columbia, having its offices at 7030 Trans-Canada Highway, Duncan, British Columbia, V9L 6A1

("Municipality")

AND:

STZ'UMINUS FIRST NATION as represented by the Stz'uminus First Nation Council having an address at 12611-A Trans Canada Highway, Ladysmith, British Columbia, V9G 1M5

("Stz'uminus First Nation")

WHEREAS:

- A. The lands outlined in bold on the plan hereto attached and marked as Schedule "A" to this Agreement ("the Lands") are reserve lands within the meaning of the *Indian Act, R.S.C. 1985, c. /-5* (the "Indian Act"), located in the Province of British Columbia and vested in Her Majesty the Queen in right of Canada for the use and benefit of Stz'uminus First Nation;
- B. Stz'uminus First Nation is an Indian band within the meaning of section 2 of the *Indian Act*;
- C. The Municipality has the authority to enter into an agreement with Stz'uminus First Nation to provide local government services within a reserve as defined in the *Indian Act*;
- D. Stz'uminus First Nation has requested that the Municipality provide Fire Protection Services under the terms and conditions set out in this Agreement;
- E. Stz'uminus First Nation recognizes a financial responsibility to pay for the Fire Department Services, as defined in this Agreement and provided by the Municipality to the Serviced Reserve;
- F. The Municipality maintains four on call fire halls within its boundaries, and has facilities and personnel necessary to effect fire protection on adjacent properties outside the boundaries of the Municipality;
- G. The Council of Stz'uminus First Nation has by Resolution dated the ____ day of _____, _____, attached hereto as Schedule "B", approved and consented to the

terms and conditions of this Agreement; and

- H. The Council of the Municipality has by Resolution dated the ____ day of December, 2019, attached hereto as Schedule "C" to this Agreement, approved and consented to the terms and conditions of this Agreement.

Therefore, in consideration of monies to be paid pursuant to this Agreement by Stz'uminus First Nation to the Municipality, and the mutual covenants contained herein, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the following meanings apply:

- (a) "Band Buildings" means all buildings, whether occupied or not, located on the Serviced Reserve and not entered on the property tax roll, including all buildings and lands used for band or band member functions and commercial uses accessory thereto, including band administration offices, schools, health centres, community centres, recreational facilities, cemeteries, memorial gardens, sewage treatment facilities and all other buildings and facilities used for governmental, community, religious, social or other charitable purposes;
- (b) "Buildings" means Band Buildings, Commercial Buildings, Residences and any combination of any of the foregoing, whether occupied or not, located on the Serviced Reserve;
- (c) "Commercial Buildings" means any assessed lands and improvements, whether occupied or not, located on the Serviced Reserve and used for trades, businesses, or the sale or rental of goods and services, including retail sales, wholesaling, warehousing, offices, commercial recreational facilities, commercial residential facilities, household and non-household services, vehicle sales and servicing, and light industrial use;
- (d) "Converted Assessments" means the net taxable value of land and improvements multiplied by the percentage prescribed by the *Converted Value Percentages Regulation* (B.C. Reg. 371/2003), as amended;
- (e) "Dwelling Unit" means one or more rooms constituting a unit of living accommodation used or intended to be used for living and sleeping purposes, and containing a sink and cooking facilities;
- (f) "Emergency Medical Response Services" means those limited emergency medical response services, if any, as provided by the Municipality to its own residents, and as amended in scope from time to time by the Municipality acting in its sole discretion;
- (g) "Fire Chief" means the person(s) designated from time to time by the Municipality as a chief of a Municipal fire hall, and includes any person who in the normal course of his or her duty is authorized by the Fire Chief to act on his or her behalf;
- (h) "Fire Inspector" means the person(s) designated by the Fire Chief or Local Authority

to conduct fire safety inspections;

- (i) "Fire Protection Services" means the extinction and protection of structure fires including, where possible, Emergency Medical Response Services, property protection and overhaul to ensure fires remain extinguished, but specifically does not include inspection or other fire prevention measures contemplated by the *Fire Services Act*, RSBC, 1996 and amendments thereto;
- (j) "Multiple- Family Residence" means an improvement containing three (3) or more Dwelling Units;
- (k) "Residences" means, collectively, Multiple-Family Residences and Single Family and Two-Family Residences;
- (l) "Serviced Reserve" means those lands under the jurisdiction of Stz'uminusFirst Nation described and outlined in bold in Schedule "A" hereto, which must receive Fire Protection Services under this Agreement;
- (m) "Single Family and Two Family-Residence" means an improvement containing up to two (2) Dwelling Units.

2.0 APPLICATION

- 2.1 This agreement applies only to the Serviced Reserve and the Buildings.

3.0 COVENANTS OF THE MUNICIPALITY

- 3.1 The Municipality must provide Fire Protection Services to the Serviced Reserve and Buildings.
- 3.2 The Municipality must ensure that the Serviced Reserve and Buildings are protected by any "mutual aid" agreement that the Municipality enters into with another municipality.
- 3.3 The Municipality must use reasonable efforts to provide Emergency Medical Response Services to the Serviced Reserve and Buildings. The Municipality must provide any such Emergency Medical Response Services in the same manner and to the same standard as it provides such services to the Municipality.
- 3.4 The Municipality must bill Stz'uminus First Nation for the cost of Fire Protection Services in accordance with the payment provisions of this Agreement.
- 3.5 The Municipality must keep a record of fires within the Serviced Reserve and Buildings for the benefit of both the Municipality and Stz'uminus First Nation.

4.0 COVENANTS OF STZ'UMINUS FIRST NATIONS

- 4.1 Stz'uminus First Nation must supply the Municipality with a list of all Buildings on the Serviced Reserve and their locations.
- 4.2 Stz'uminus First Nation must, upon request from the Municipality, guide the Fire Chief

- on an inspection of the Serviced Reserve to confirm the location of all Buildings on the Serviced Reserve.
- 4.3 Stz'uminus First Nation must be responsible for providing the Municipality with updates of all new developments, including but not limited to roads and Buildings, that have been constructed, erected or placed on the Serviced Reserve during the present month, by the fifth day of the following month or as soon as possible following commencement of each new development.
- 4.4 Stz'uminus First Nation must provide signage on the Serviced Reserve, showing boundaries of the Serviced Reserve, dead-end roads, and street names or numbers. Stz'uminus First Nation must provide address numbers for all Band Buildings and must require through policy, bylaw or other means within Stz'uminus First Nation' authority, that the occupants or owners of Commercial Buildings and Residences provide address numbers for their Commercial Buildings and Residences.
- 4.5 Stz'uminus First Nation must provide the Municipality with a map of the Serviced Reserve that shows street names and numbers, and street address numbers for Buildings.
- 4.6 Stz'uminus First Nation must notify the Municipality in writing of:
- (a) any inspection reports and orders that are issued by Stz'uminus First Nation, or by any person engaged by Stz'uminus First Nation to provide such inspections on the Serviced Reserve, or that are in Stz'uminus First Nation' possession, and provided to the occupants or owners of any Buildings on the Serviced Reserve as they occur; and
 - (b) any malfunctioning fire hydrants, on an immediate basis.
- 4.7 Stz'uminus First Nation must retain in its administration records:
- (a) copies of plans of all existing Buildings, except where such plans do not exist, or are not in Stz'uminus First Nation' possession and control;
 - (b) copies of those plans for all proposed Buildings that have been approved by Stz'uminus First Nation;
 - (c) copies of those plans for all additions to existing Buildings that have been approved by Stz'uminus First Nation;
 - (d) such copies of plans as Stz'uminus First Nation may be able to obtain using reasonable commercial efforts, for all proposed Buildings and additions to existing Buildings, that have not been approved by Stz'uminus First Nation;
 - (e) copies of any inspection reports and orders that are issued by Stz'uminus First Nation, or by any person engaged by Stz'uminus First Nation to provide such inspections on the Serviced Reserve, to the occupants or owners of any Buildings;
 - (f) records of all fire hydrant maintenance and service completed by Stz'uminus First Nation or any person engaged by Stz'uminus First Nation to provide such maintenance and service, in accordance with section 4.9 of this Agreement; and

- (g) copies of fire safety plans for all Commercial Buildings and Band Buildings on the Serviced Reserve as required by *British Columbia Fire Code Regulations*.
- 4.8 Stz'uminus First Nation must, upon request by the Municipality, allow the Fire Chief to inspect records referred to in section 4.7.
- 4.9 Stz'uminus First Nation must maintain and service all fire hydrants on the Serviced Reserve to those standards set out in the National Fire Protection Association's Practices and Guides, as updated from time to time, or to those standards which the Municipality dictates from time to time, acting reasonably. Stz'uminus First Nation must be responsible for the cost and expense incurred in such maintenance and servicing.
- 4.10 Stz'uminus First Nation must take such steps within its jurisdiction as are reasonably necessary and possible to ensure that any manufacture, storage, transportation, display and sale of high hazard fireworks, as defined in the *Canada Explosives Act* and Regulations that take place on the Serviced Reserve must conform to the *Canada Explosives Act* and Regulations, as amended from time to time, and to all applicable provincial enactments and regulations now in force or in force hereafter.
- 4.11 Stz'uminus First Nation must, at its sole cost and expense, ensure that publicity is given on the Serviced Reserve as to location of Municipal fire halls, and a telephone number to be used, so that prompt notification can be given to the Municipality about occurrence of fires on the Serviced Reserve.
- 4.12 Stz'uminus First Nation must take all reasonable steps, including adopting any bylaws within its jurisdiction, which bylaws the Municipality acknowledges are subject to approval by the Minister of Aboriginal Affairs and Northern Development, to require that proposed design plans of any new Building to be located on the Serviced Reserve are reviewed by a Fire Inspector. The review by the Fire Inspector pursuant to this section must be for the sole purpose of determining whether the proposed design is such that the Municipality is able to provide Fire Protection Services to the proposed Building at the standards required in Article 5.0 of this Agreement, and to enable the Fire Inspector to make recommendations to Stz'uminus First Nation as to design changes that are required so that the Municipality can provide those services. In the event any such recommendations are not implemented and the Municipality is not able to provide Fire Protection Services to any Building, the Municipality must not be responsible for any losses resulting from its inability to provide Fire Protection Services to that Building at the standards referred to in Section 5.0 of this Agreement.
- 4.13 Stz'uminus First Nation must advise a Fire Inspector of any proposed industrial or commercial activities on the Serviced Reserve of which Stz'uminus First Nation becomes aware and which involve the storage, use or production of flammable materials, chemicals or other materials that may reasonably be expected to constitute a special hazard to firefighters providing Fire Protection Services under this Agreement. The purpose of this provision is solely to enable the Fire Inspector to determine whether the Municipality is able to provide Fire Protection Services in respect of the activity, and to make recommendations to Stz'uminus First Nation in that regard. The Fire Inspector may make recommendations to Stz'uminus First Nation with respect to the conduct of such activities on the Lands, and may advise Stz'uminus First Nation that provision of Fire Protection Services in respect of such activities is beyond the capability of the

Municipality given its equipment and resources. In that event, the Municipality must not be responsible for any losses resulting from its inability to provide Fire Protection Services to Buildings in which such activities are conducted or persons are engaged in such activities.

- 4.14 Stz'uminus First Nation must provide the Fire Chief with a copy of the fire safety plan referred to in section 4.7(g) for all Commercial Buildings and Band Buildings.

5.0 STANDARD OF FIRE PROTECTION SERVICES

- 5.1 Fire Protection Services must be provided within the Serviced Reserve on a 24-hour basis from the Municipality's firehall(s), utilizing apparatus, equipment and staff provided by the Municipality. The number of staff and type of adequate Fire Protection Services are to be dispatched at the sole discretion of the Fire Chief, and such manpower, equipment and apparatus may vary depending upon the circumstances and type of any emergency. If a Municipal fire hall is responding to an emergency call within the Serviced Reserve, and another emergency arises which requires the resources of the said fire hall, it must be at the sole discretion of the Fire Chief as to redeployment of manpower, equipment and apparatus to meet the needs of each emergency. The Municipality must not be held liable in any manner whatsoever for decisions of the Fire Chief with respect to this section.
- 5.2 Stz'uminus First Nation acknowledges and agrees that this Agreement does not require the Municipality to, and the Municipality must not, provide fire inspection or fire prevention services to Stz'uminus First Nation, the Reserve, occupants on the Reserve, and in respect to any Buildings. The Municipality is not required to, and must not ensure compliance with the *National Building Code, the Fire Services Act*, RSBC 1996 and any amendments and regulations thereto, or with any other applicable legislation or regulation pertaining to fire safety or protection on the Reserve. This Agreement specifically does not require the Municipality to extinguish or suppress car or brush fires, but the Municipality may do so at the discretion of the Fire Chief. Stz'uminus First Nation must pay the Municipality for the actual cost of this service as outlined and itemized in an invoice from the Municipality to Stz'uminus First Nation based on costs outlined in Section 6.9 of this Agreement.
- 5.3 Municipal fire halls may not respond to areas where access routes do not provide:
- (a) a clear width of 6 metres;
 - (b) overhead clearances and center line radius of not less than 12 metres;
 - (c) change of gradient of not more than 1 in 12.5 over a minimum distance of 15 metres;
 - (d) sufficient access road, and road loads to support firefighting equipment, including access road culverts and bridges;
 - (e) turn around facilities for any dead-end portion of access routes more than 90 metres long.
- 5.4 Neither the Municipality, nor any of its fire halls, nor any of its Fire Protection Services personnel must incur any liability for damage to the Serviced Reserve, property thereon

or Buildings, arising from actions taken to suppress or reduce the spread of fire.

- 5.5 Despite any provision herein to the contrary, the Municipality must provide Fire Protection Services to Stz'uminus First Nation to the same standard and level of quality as such services are ordinarily provided by the Municipality to residents within the Municipality of North Cowichan.
- 5.6 In those portions of the Serviced Reserve where there are no fire hydrants, or where there is inadequate water supply from fire hydrants, the source of water must be from a tanker truck provided by the Municipality.
- 5.7 A Fire Chief may from time to time recommend to Stz'uminus First Nation the establishment of burning bans on the Reserve. If such recommendations are approved by Stz'uminus First Nation, the Municipality is hereby authorized to take whatever steps as may reasonably be necessary to enforce such bans on the Reserve.
- 5.8 This Agreement must not be construed so as to create any greater standard of care or liability on the part of the Municipality in respect of supplying Fire Protection Services or Emergency Medical Response Services hereunder to Stz'uminus First Nation, than that which applies to the supply of such services ordinarily provided by the Municipality to residents within the Municipality of North Cowichan.

6.0 PAYMENT

- 6.1 In consideration for the Municipality providing Fire Protection Services to Stz'uminus First Nation, Stz'uminus First Nation covenants and agrees to pay to the Municipality annual fees calculated as set out in the following sections.
- 6.2 (a) For each Commercial Building, if any, Stz'uminus First Nation must pay:

April 1, 2019	March 31, 2020	\$220.81	Per Band building per year
April 1, 2020	March 31, 2021	\$225.23	Per Band building per year
April 1, 2021	March 31, 2022	\$229.73	Per Band building per year
April 1, 2022	March 31, 2023	\$234.32	Per Band building per year
April 1, 2023	March 31, 2024	\$239.01	Per Band building per year

and on or before January 15th of each year during the term of this Agreement, the address location of each Commercial Building must be identified and verified by Stz'uminus First Nation and provided to the Municipality.

- (b) For Band Buildings, Stz'uminus First Nation must pay as follows:

April 1, 2019	March 31, 2020	\$220.81	Per Band building per year
April 1, 2020	March 31, 2021	\$225.23	Per Band building per year
April 1, 2021	March 31, 2022	\$229.73	Per Band building per year
April 1, 2022	March 31, 2023	\$234.32	Per Band building per year
April 1, 2023	March 31, 2024	\$239.01	Per Band building per year

and on or before January 15th of each year during the term of this Agreement, the address location of each Band Building must be identified and verified by Stz'uminus First Nation and provided to the Municipality.

6.3 For each Residence, Stz'uminus First Nation must pay as follows:

April 1, 2019	March 31, 2020	\$11.59	per month per building	\$139.05	per home per year
April 1, 2020	March 31, 2021	\$11.82	per month per building	\$141.83	per home per year
April 1, 2021	March 31, 2022	\$12.06	per month per building	\$144.66	per home per year
April 1, 2022	March 31, 2023	\$12.30	per month per building	\$147.56	per home per year
April 1, 2023	March 31, 2024	\$12.54	per month per building	\$150.51	per home per year

and on or before January 15th of each year during the term of this Agreement, the address location of each Residence must be identified and verified by Stz'uminus First Nation and provided to the Municipality.

6.4 The Municipality must provide a quarterly invoice to Stz'uminus First Nation for Fire Protection Services which must include amounts calculated in relation to Sections 6.2 and 6.3 of this Agreement. Stz'uminus First Nation must pay said invoices no later than 30 days after date of invoice during the term of this Agreement.

6.5 Stz'uminus First Nation must pay the Municipality for the actual cost to extinguish and suppress any car or brush fires as outlined and itemized in an invoice from the Municipality to Stz'uminus First Nation. Current charges are as follows:

Equipment including associated manpower

Pumper Truck (if needed)	\$595/hour
Tanker Truck (if needed)	\$369/hour
Rescue Truck (if needed)	\$340/hour
Tower	\$826/hour

7.0 INDEMNITY

7.1 Stz'uminus First Nation must indemnify and hold harmless the District from any loss, damage, expense or cost suffered or incurred, directly or indirectly, by the Municipality, as a consequence of any fire at, or in Buildings or other improvements on the Serviced Reserve, to the extent caused by failure of such Buildings or other improvements to meet fire codes, fire safety regulations and electrical regulations applicable elsewhere in the Municipality, OR caused by the failure of Stz'uminus First Nation or its administration to meet any of Stz'uminus First Nation ' obligations under this Agreement, including but not limited to failure to provide the Municipality with reasonable and sufficient access to the Serviced Reserve to deliver Fire Protection Services, OR by the failure of Stz'uminus First Nation to fulfill any of its obligations under Section 4 of this Agreement.

7.2 The Municipality must maintain all risk insurance on its major fire equipment, and must ensure that its liability coverage extends to its activities on the Serviced Reserve. All costs for such insurance including any deductible amounts payable must form part of the Fire Protection Services operating costs.

7.3 The parties covenant and agree with each other as follows:

- (a) Stz'uminus First Nation must, subject to section 13.1 (force majeure) below, indemnify and save harmless the Municipality (and any related officer, official,

employee, volunteer or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by Stz'uminus First Nation of any of its obligations under this Agreement. This covenant of indemnity must survive the expiration or termination of this Agreement; and

- (b) the Municipality must, subject to paragraph 13.1 (force majeure) below, indemnify and save harmless Stz'uminus First Nation (and any related officer, official, employee, volunteer or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by the Municipality of any of its obligations under this Agreement. This covenant of indemnity must survive the expiration or termination of this Agreement.

8.0 COMMENCEMENT AND TERM OF AGREEMENT

- 8.1 This Agreement commences on the 1st day of April, 2019 and must remain in effect for a term of five (5) years from the said commencement date.
- 8.2 The parties agree to begin meeting no later than December 1, 2023, and to negotiate in good faith using their best efforts the terms and conditions of a new Fire Protection Services Agreement. The parties further agree that should they be unable to reach agreement on such terms and conditions March 31, 2024, and if they mutually agree to do so, they may pursue the Dispute Resolution provisions set out in Section 12 of this Agreement, but excluding paragraph 12.4, to assist their efforts up to and including the date of expiry of this Agreement. The parties agree that in no circumstances may an extension or renewal of this Agreement be imposed by any person.

9.0 DEFAULT, DISCONTINUANCE AND TERMINATION

- 9.1 Either party may, in any year, terminate this Agreement by providing the other with written notice of termination prior to December 31st, and termination must take effect on March 31st of the following year.
- 9.2 If there is a breach of any term of this Agreement by either party, the other may, at its option, notify the party in breach and give the party responsible for the breach such time as is reasonable in view of the nature of the breach to remedy the breach. If the breach continues after the period of time provided to remedy the breach, and the matter has not been referred to dispute resolution under terms of this Agreement, or if the matter has been referred to and resolved by dispute resolution and the breach continues thereafter, the party not in breach may, at its option, terminate this Agreement. Either party may terminate this Agreement on six month's written notice if the other party fails to fulfill its material obligations hereunder. The parties acknowledge and agree that this Agreement must automatically terminate if Stz'uminus First Nation signs a Treaty with the Federal Crown and/or the Province of British Columbia, and the Reserve is no longer reserve lands under the *Indian Act*.
- 9.3 Should either Party terminate this Agreement under Section 9.1, after any prepayment made by Stz'uminus First Nation pursuant to Article 6.0, then and in that event, the Municipality must within sixty (60) days, rebate to Stz'uminus First Nation that portion of the prepayment for Fire Protection Services received by the Municipality for the balance of the calendar year following the date of such termination.

- 9.4 If conditions exist on the Serviced Reserve which, in the sole opinion of the Fire Chief, are hazardous to the delivery or maintenance of Fire Protection Services on the Serviced Reserve, the Municipality may notify Stz'uminus First Nation and give such time as is reasonable in view of the nature of the hazard, to remedy the hazard. If the hazard continues after the period of time provided to remedy it, the Municipality may discontinue providing Fire Protection Services until such time as the hazard has been removed to the satisfaction of the Municipality.

10.0 AMENDMENT

- 10.1 This Agreement must be amended by the parties hereto by mutual consent in writing and in the same manner and form as this Agreement.

11.0 NOTICE

- 11.1 All notices, requests, demands and other communications required or permitted to be given or provided under this Agreement must be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested), to the party to which it is to be given as follows:

(a) To the Municipality:

General Manager, Financial and Protective Services
Municipality of North Cowichan
7030 Trans Canada Highway
Duncan, BC V9L 6A1

Attention: Information Management Officer
Fax No: 250.746.3133
E-mail: agreements@northcowichan.ca

(b) To Stz'uminus First Nation:

Stz'uminus First Nations
12611-A Trans Canada Highway
Ladysmith, BC
V9G 1M5

Attention: Band Council
Fax No: 250.245.3012
Email: _____

or at such other address as the party to whom notice is sent may specify by notice given in accordance with provisions of this section. Any such notice, request, demand or other communication given as aforesaid must be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a "business day"), or on the next business day if such facsimile or e-mail is received on a day which is not a business day or after 5:00p.m. on

a business day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications must be delivered by hand or facsimile transmission or e-mail.

12.0 DISPUTE RESOLUTION

- 12.1 The parties agree that during the term of this Agreement and in the performance of each of their responsibilities under this Agreement, each of them must:
- (a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations; and
 - (b) provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
- 12.2 The parties further agree to use their best efforts to conduct any dispute resolution procedure under this Agreement as efficiently and cost effectively as possible.
- 12.3 The parties agree to attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person mutually agreed upon, or should the parties be unable to agree upon such person within 30 days of either party serving notice of its intention to proceed to mediation, a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Mediation Rules.
- 12.4 If a dispute cannot be settled within thirty (30) days after a mediator has been appointed, or such lesser or longer period otherwise agreed to in writing by the parties, then, on application by either party, the dispute may be referred to a court of competent jurisdiction, or a single arbitrator under the *Commercial Arbitration Act*, R.S.B.C. 1996, C. 55. Any decision of the court, or arbitrator, is final and binding on the parties. In the absence of any written agreement otherwise, the court registry to be used, or the place of arbitration must be Victoria, British Columbia.
- 12.5 Except where otherwise specified in this Agreement, any and all disputes between or among the parties to this Agreement arising under, out of or in any way relating to this Agreement must be determined under this Article 12.0.
- 12.6 Subject to any ruling or recommendation to the contrary by an Arbitrator or Mediator respectively, the parties agree the costs of any mediation or arbitration must be shared equally between them. Costs in this context must not include any costs incurred by a party in preparation for, attending upon, or settling a matter through mediation or arbitration.

13.0 GENERAL

- 13.1 No party must be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, civil disobedience, riots, or other acts of external interference or disturbance, laws, rules and regulations or orders of any duly constituted governmental authority (excluding the Municipality and

Stz'uminus First Nation) or non-availability of materials or transportation, each of which must be a force majeure event.

- 13.2 Nothing contained or implied in this Agreement must prejudice or affect the rights and powers of the Municipality, Stz'uminus First Nation, or their Councils in the exercise of their functions under any public or private statute, bylaw, order and regulation, all of which may be fully and effectively exercised in relation to each other and their assets as if this Agreement had not been executed and delivered by the parties to this Agreement.
- 13.3 Nothing in this Agreement or in the parties' dealings with each other is intended to be interpreted or construed as creating an agency relationship, joint venture or partnership of any kind between the parties, or as imposing on any of the parties any partnership duty, obligation or liability to any other party, or to any other person.
- 13.4 Each of the parties covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.
- 13.5 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part must not affect the validity of the remainder, which must continue in full force and effect, and be construed as if this Agreement had been executed without the invalid part. In the event that a part of this Agreement is declared or held invalid, the parties agree to use their best efforts to reach agreement on terms which substantially achieve the intent of the invalid part and which must be enforceable.
- 13.6 Time is of the essence of this Agreement.
- 13.7 Headings are inserted in this Agreement for convenience only and must not be construed as affecting the meaning of this Agreement.
- 13.8 No waiver of any term or condition of this Agreement or of a breach of any term or condition of this Agreement by any party hereto is effective unless it is in writing, and no waiver of a breach even if in writing must be construed as a waiver of any future breach.
- 13.9 This Agreement constitutes the entire Agreement between the parties and there are no other terms, conditions, representations or warranties in this Agreement express or implied, statutory or otherwise, except for those expressly set forth herein.
- 13.10 Whenever the singular or masculine is used herein, the same must be construed as meaning the plural or feminine or body politic or corporate where the context of the parties hereto so requires.
- 13.11 The word "including", when following any statement, must be construed broadly, to refer to all other things that could reasonably fall within the scope of such statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is referenced.
- 13.12 This Agreement must endure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

The Corporate Seal of the **Stz'uminus First Nation** was hereunto affixed in the presence of:

Authorized Signatory

Authorized Signatory

Signature of Witness

Printed Name of Witness

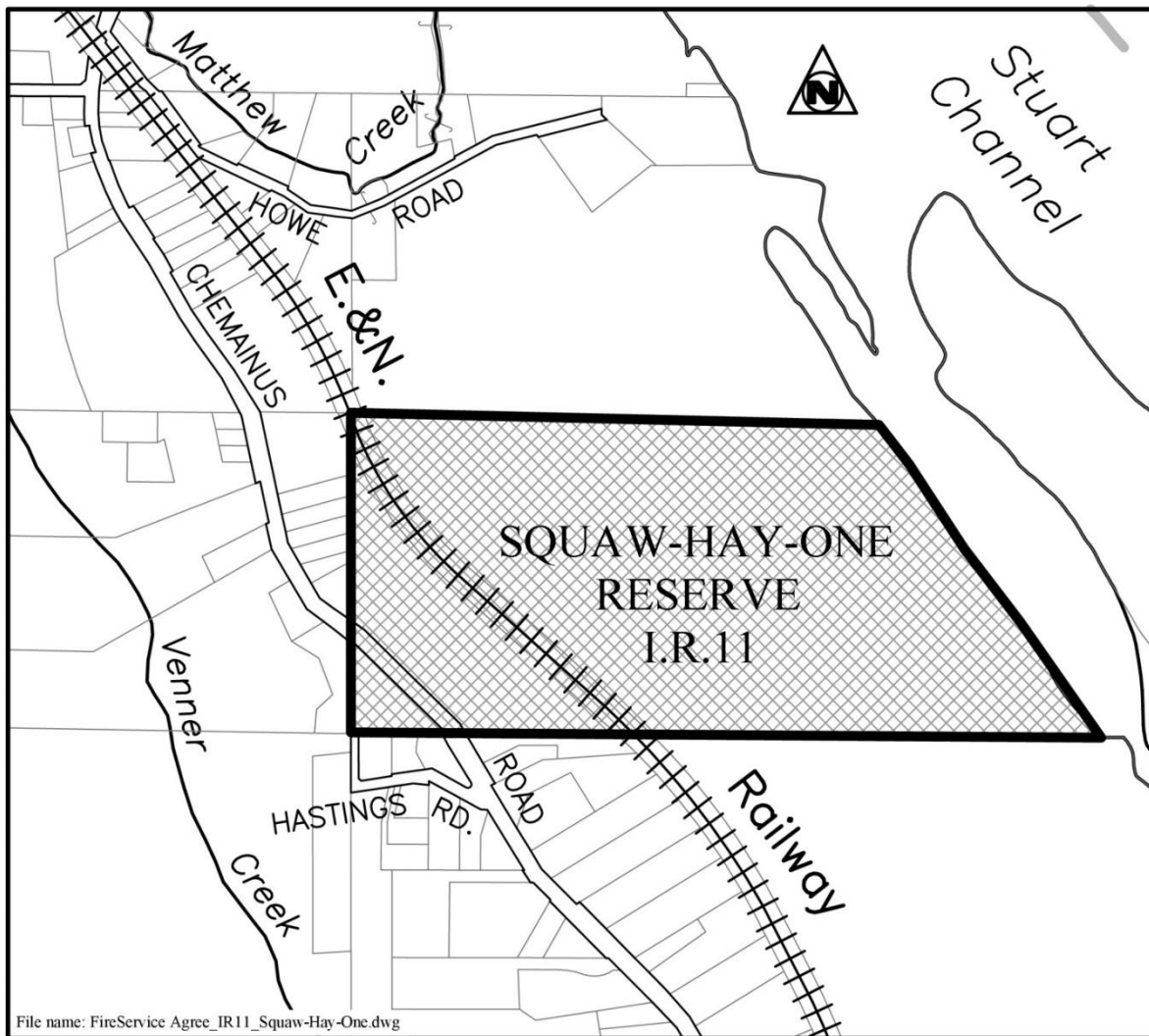
in

The Corporate Seal of **the Corporation of the District of North Cowichan** was hereunto affixed the presence of:

Al Siebring, Mayor

Alyssa Meiner, Acting Corporate Officer

SCHEDULE "A"
THE LANDS



LEGEND:




The "Lands".

SCHEDULE “B”

STZ’UMINUS FIRST NATION BAND COUNCIL RESOLUTION

SCHEDULE "C"
MUNICIPAL COUNCIL RESOLUTION

Report

Date	December 18, 2019	Prospero No. DVP00050 Folio No. 08053-048 File No. 3080-20 19.01
To	Council	
From	Caroline von Schilling, Development Planner	Endorsed: 
Subject	Development Variance Permit Application No. DVP00050 for 6323 Nevilane Drive	

Purpose

The purpose of this report is to provide Council with information, analysis, and recommendations regarding a development variance permit application to reduce the minimum permitted setback for a heat pump from 4.5 m (14.8 ft) to 3.5 m (11.5 ft) in order to regularize a heat pump that was installed during the construction of a single family dwelling.

Background

The subject property is 0.08 ha (0.19 ac) in size, and is located at 6323 Nevilane Drive (see ATTACHMENTS 1 & 2) in The Cliffs Comprehensive Development Zone (CD1) (ATTACHMENT 3), and within the Urban Containment Boundary.

Land Use Context

North: Single-family residential dwellings; vacant lands currently under residential development

East: Single-family residential dwellings; undeveloped lands (future park buffer & townhomes)

South: Vacant lands zoned for residential development

West: Single-family dwellings

Proposal

The applicant is seeking a variance to reduce the minimum permitted setback for a heat pump from 4.5 to 3.5 metres from the side property boundary. The heat pump was professionally installed at the north-east side of the residence and has a manufacturer specified maximum 74 decibel noise rating (see ATTACHMENT 4, 5 & 6). A letter of rationale from the applicant has been included as ATTACHMENT 6. The variance is being sought by the Applicant, who was also the builder, in order to regularize the siting of a heat pump that was installed within the minimum permitted setback (Section 35 (3) (a) of Zoning Bylaw 2950, 1997).

Discussion

For clarification, in 2011, Council adopted Zoning Amendment Bylaw No. 3457, which changed the manner in which the Municipality regulated minimum setbacks for heat pumps:

- **From** adhering to the same minimum setbacks required for residential buildings under a given zone, e.g., side yard setbacks for R1 (3.0 m), R3 (2.0 m), CD-1 (2.0 m), R3-S (1.5 m), etc.,

- **To** a standardized minimum setback of 4.5 m from all property boundaries in every zone, i.e., Section 35(3)(a).

Since 2011, Council has granted two variances to reduce side yard setbacks for heat pumps from 4.5 metres to 2.0 metres. In both cases, heat pumps with decibel ratings of 74 were accepted.

Recently, in September 2019 with Housekeeping Amendment Bylaw 3754, Council considered the same minimum setbacks required for heat pump placement as those used for residential building setbacks. This consideration was tabled until further information could be provided to Council by staff.

Municipality of North Cowichan Climate Action & Energy Plan

The use of heat pumps is supported in the Municipality of North Cowichan's Climate Action & Energy Plan, "as space-heating is a low-value use of electricity and other supply options (e.g., heat pumps, district energy) are more effective at providing heat" (MNC CAEP, p. 46).

Official Community Plan

Minimize the risk to public health from noise pollution

Policy 2.2.2.2 The Municipality recognizes that noise is an environmental health issue and a nuisance, and will reduce avoidable noise pollution.

Reduce the carbon footprints in the development process

Policy 2.3.1.5 The Municipality will require new development to incorporate adaptations to respond to changing climate conditions.

Policy 2.3.1.6 The Municipality promotes the use of green infrastructure and green technologies.

Analysis & Conclusion

Although the siting of this heat pump is not in compliance with Section 35(3)(a) of the Zoning Bylaw, staff is supportive of this variance for the following reasons:

- The Applicant has confirmed the heat pump specification as having a maximum rating of 74 decibels, which is the equivalent decibel rating for the heat pumps for which side yard setback variances were approved by Council in the past (June 2012 Creegan Drive; December 2012 Trumpeter Pointe);
- Council previously approved side yard setbacks reductions to 2.0 m for heat pumps (June 2012 Creegan Drive; December 2012 Trumpeter Pointe). Therefore, the requested distance for an existing heat pump to the property line of 3.5 m of this application, while requested after-the-fact, may be viewed as consistent with past Council decisions;

- Finally, the residential building located on the neighbouring property to the north (6327 Nevilane Drive) is sited 4.26 metres from the side property boundary shared with the Subject Property at 6323 Nevilane Drive. This results in a 7.76 m total separation distance from the neighbouring dwelling at 6327 Nevilane Drive to the actual location of the installed heat pump at 6323 Nevilane Drive. This distance of 7.76 m is greater than the sum total of the required setbacks, that is, 4.5 m (heat pump setback) and 2.0 m (side yard building setback in the CD-1 Zone – Neighbouring Property), which is 6.5 m (ATTACHMENT 7).

Communications and Engagement

Neighbouring properties within a 60 m radius of the subject property have been notified of this application, as well as the date, time and location where Council will consider the requested variance. The public meeting for this application is scheduled for the Council Meeting on December 18, 2019.

Options

The following options are presented for Council's consideration:

Option 1 – Staff Recommendation

That Council authorize the issuance of a development variance permit to vary Section 35 (3) of Zoning Bylaw 2950, 1997 by reducing the required setback for a heat pump at 6323 Nevilane Drive from 4.5 metres to 3.5 metres.

Option 2 – Alternate Recommendation:

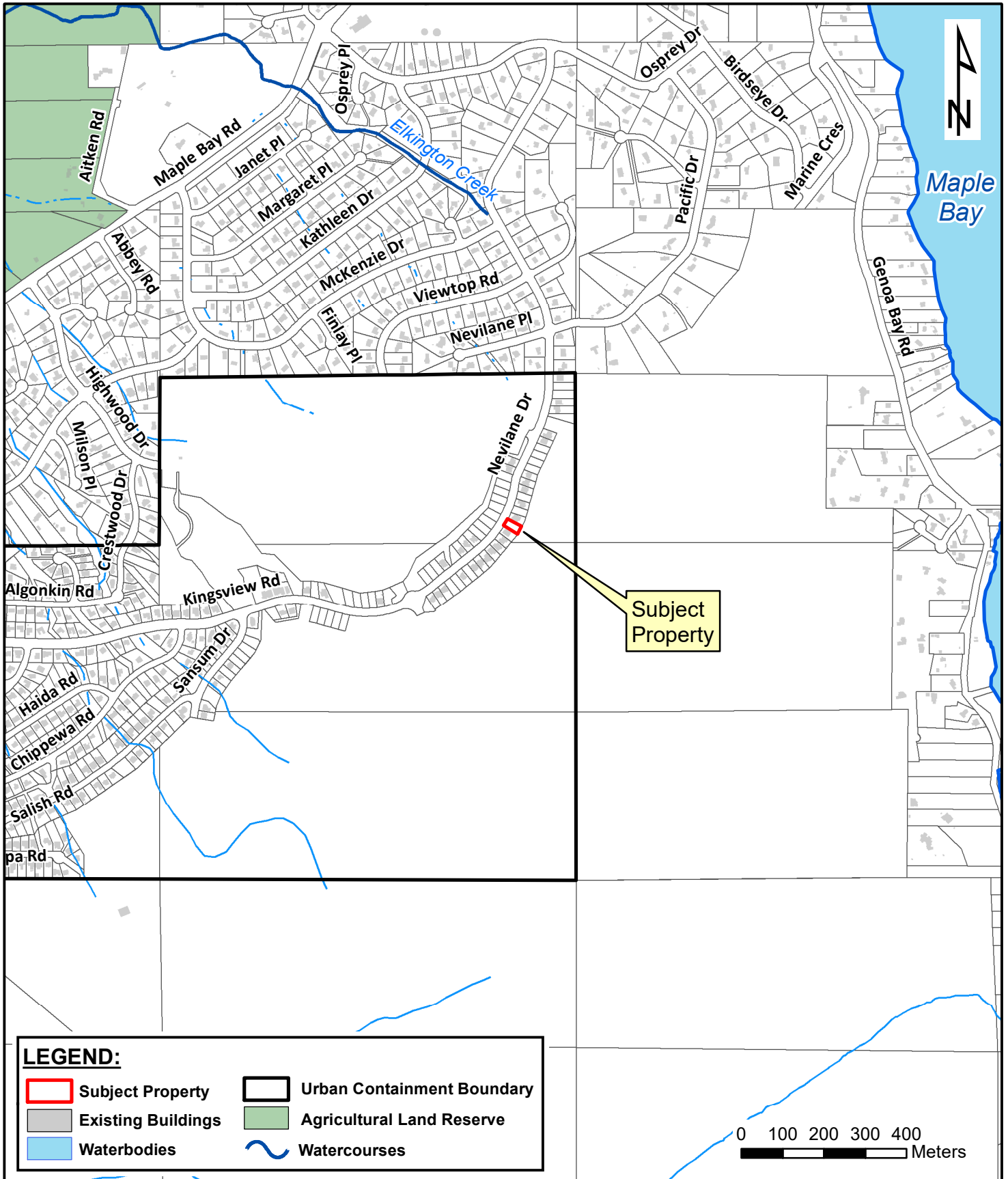
That Council deny development variance permit application DVP00050 to vary Section 35 (3) of Zoning Bylaw 2950, 1997 to reduce the required setback for a heat pump at 6323 Nevilane Drive from 4.5 metres to 3.5 metres.


Recommendation

That Council authorize the issuance of a development variance permit to vary Section 35 (3) of Zoning Bylaw 2950, 1997 by reducing the required setback for a heat pump at 6323 Nevilane Drive from 4.5 metres to 3.5 metres.

Attachment(s):

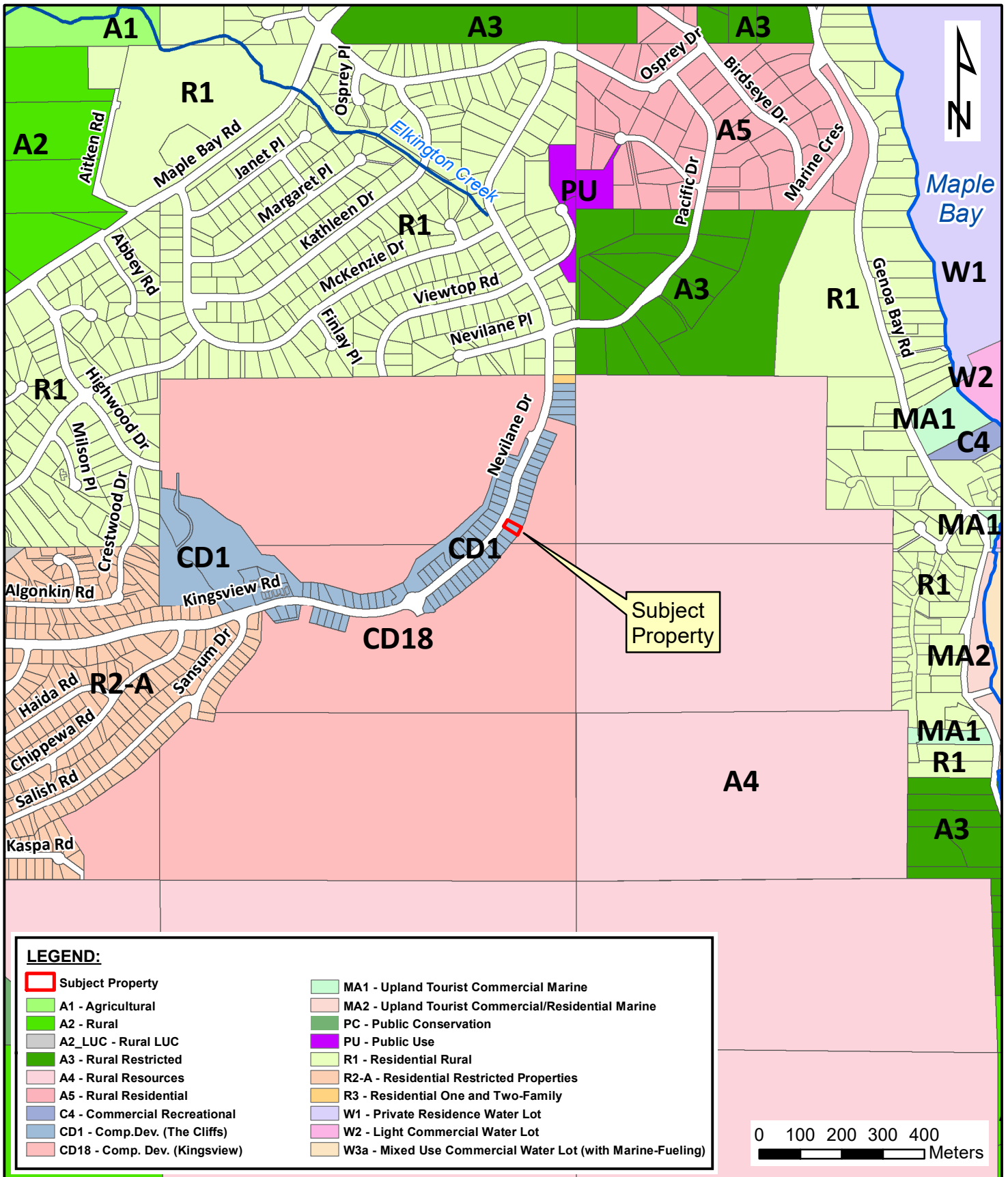
1. Location Map
2. Orthophoto
3. Zoning Map
4. Site Plan
5. Site Photos
6. Letter of Rationale, incl. heat pump specs.
7. Site Plan (6327 Nevilane Drive)
8. Draft Development Variance Permit



	LOCATION MAP		DATE:	February 13, 2019
			TYPE:	Development Variance Permit
	6323 Nevilane Drive		FILE#:	DVP00050



	ORTHOPHOTO MAP (Orthophoto is from 2017 aerial photography)	DATE: February 13, 2019
	6323 Nevilane Drive	TYPE: Development Variance Permit
		FILE#: DVP00050



**BRITISH COLUMBIA LAND SURVEYOR'S BUILDING LOCATION CERTIFICATE OF
LOT 48, SECTION 3, RANGE 4, COMIAKEN DISTRICT, PLAN VIP84388.**

P.I.D. 027-370-691



The intended plot size of this plan is 432mm in width by 280mm in height (B Size) when plotted at a scale of 1:200.

Parcel dimensions shown hereon are derived from Plan VIP84388.

Setbacks are to exterior walls of house, under construction, and are derived from field survey completed on September 27th, 2018. The Heat pump was surveyed on January 21, 2019.

The signatory accepts no responsibility or liability for any damages that may be suffered by a third party as a result of any decisions made, or actions taken based on this document.

This plan was prepared for building inspection purposes and is for the exclusive use of Money Family Projects Ltd., Inc. No. BC0057878.

This document shows the relative location of the surveyed structures and features with respect to the boundaries of the parcel described hereon. This document shall not be used to define property lines or property corners.

The following non-financial charges are shown on the current Certificate of Title and may affect the property.

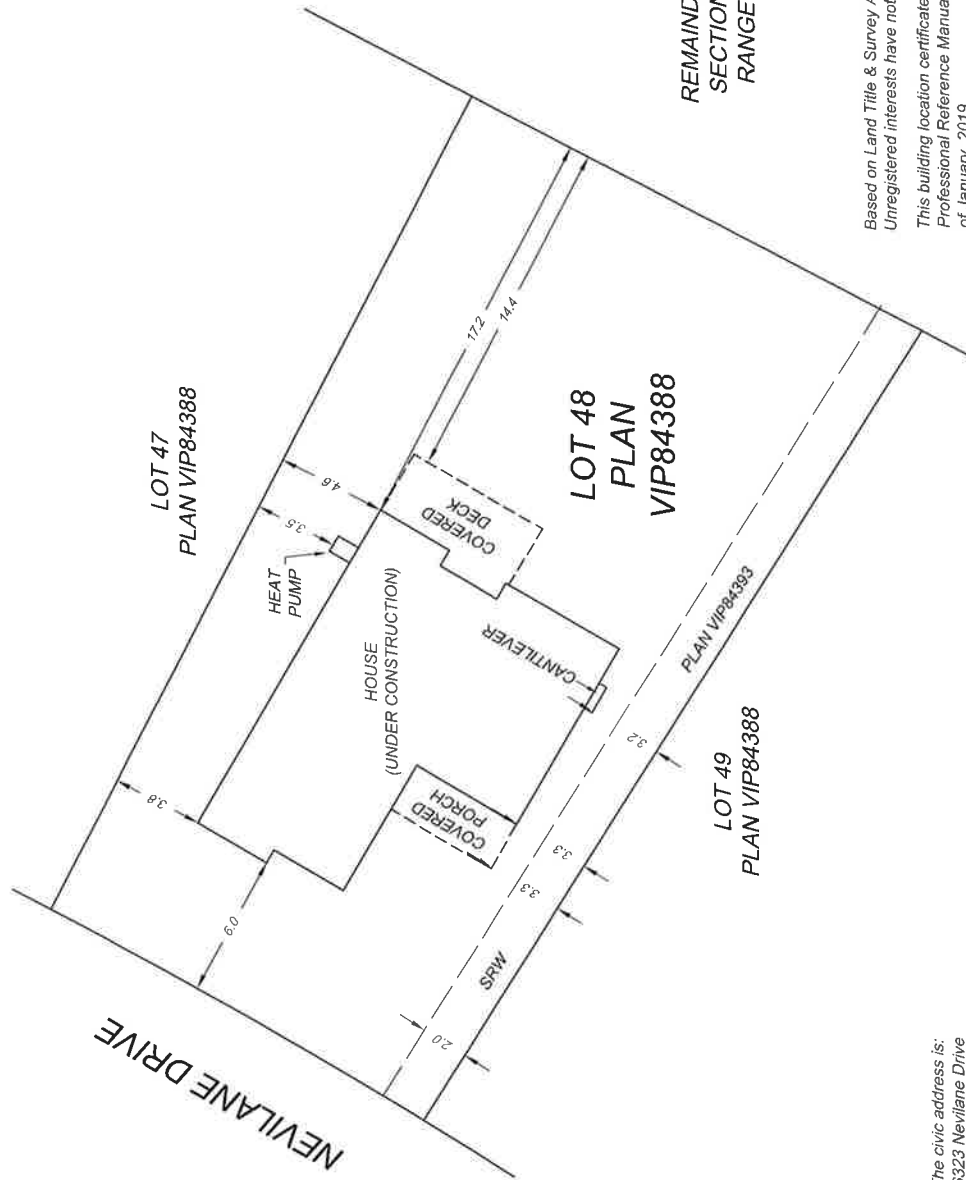
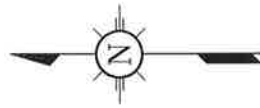
FB137595 - Statutory Right of Way
FB137614 - Statutory Building Scheme

Polaris Land Surveying Inc.
PO Box 21005
Duncan BC V9L 0C2

File: 1339-MONEY-PLS1001
Drawing: 1339-BLC.DWG
Date: 2019-01-21

The civic address is:
6323 Nevilane Drive
Duncan, BC
V9L 0G1

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REMAINDER
SECTION 3
RANGE 4

Based on Land Title & Survey Authority Records and Field Survey.
Unregistered interests have not been included or considered.

This building location certificate has been prepared in accordance with
Professional Reference Manual and it is certified correct as of the 21st
of January, 2019

Digitally signed by
Andrew William Christian
DN: cn=Andrew William Christian,
o=Polaris Land Surveying Inc.,
ou=Surveyors, email=awc@polarislandsurveying.com

Andrew William Christian, BCLS 980
This document is not valid unless digitally signed.





Municipality of North Cowichan
 Development Services
 7030 Trans-Canada Highway
 PO Box 278, Duncan, BC
 V9L 3X4

January 17th, 2019

Money Family Projects
 2479 Townend Road
 Duncan, BC
 V9L 4L4

Re: Development Variance Permit for 6323 Nevilane Drive

To Whom It May Concern;

Money Family Projects is applying for a variance permit for our project 6323 Nevilane Drive in the properties. The heat pump is currently sitting at 3.5 meters from the property line. The set back for heat pumps is 4.5 meters. We are only sitting 1 meter within the set back. This is still back from the building set back required.

The heat pump was installed by Accurate Air. The heat pump is an Amana Heat Pump which is a good quality brand with a low sound decibel rating. The sound decibel rating is only 74 decibels at the loudest. That is less noise than a toilet flushing or a vacuum running. The average hood fan is between 8 sones or over 70 decibels, which is similar to street noise. Many hood fans direct vent to the outside wall and because they vent directly with no tubing in between there is little to lower that decibel rating. As well since you could build the house closer than the current 3.5 meters the heat pump is installed you would have more noise closer to the property line than we are currently requesting.

Dryers also have a decibel rating of up to 90 decibels and can also be directly vented to your outside wall with little interference in noise. Bathroom fans also on average rate between 4 sones or 60 decibels. Bathroom fans can also be vented directly to your outside wall with little interference for the noise. If you built your house on the set back then all of these things create more or the same noise than the heat pump.

I included a noise level chart as per the website Noise Help. Our house's heat pump is a decibel level of 74 decibels which is well within the green area showing little hearing interference.

The new insulation and building code requires a level of insulation where during average winter temperatures the heat pump only kicks in on average every 4 hours for approximately 10 minutes. That is my experience with the very same heat pump in my own home that I moved into in March. The rest of the time it makes no noise.

The home was built on corvets so making changes can be challenging and require significant cutting into and will effect the drywall, electrical, insulation, etc. The back wall, the only place that would fit the heat pump is covered in patio half way and the other half is almost all windows. It would be very challenging to place it along the back wall of the house and meet the requirements needed for the heat pump.

We would greatly appreciate the approval of the development variance at 6323 Nevilane Drive as the heat pump was only miss-measured by a few inches and almost meets the requirements. Those few inches at the low level decibels it produces would make no difference to your hearing levels. We have invested in a good quality heat pump which produces a low decibel level, and it would cause hardship to change the location due to the design of the house which has been completed.

I have attached the documents with the noise levels, the heat pumps decibel rating in green, and the new survey completed by Polaris Land Surveying.

Thank you for the time to review this application and we would be happy to discuss any questions further and greatly appreciate you reviewing this matter and hopefully allowing us to keep the heat pump in its current location.




Thank you,

Cara Money
Project Manager
Money Family Projects Ltd.
caramoney@gmail.com
250-466-4421

Noise Level Chart

<https://www.noisehelp.com/noise-level-chart.html>



	GSZ14 0361K*	GSZ14 0371A*	GSZ14 0421K*	GSZ14 0481K*	GSZ14 0491K*	GSZ14 0601K*
NOMINAL CAPACITIES						
Cooling (BTU/h)	36,000	33,000	42,000	48,000	48,000	60,000
Heating (BTU/h)	36,000	34,000	42,000	48,000	48,000	60,000
Decibels	74	73	75	75	76	76
COMPRESSOR						
RLA	15.4	14.1	16.7	18.5	19.9	26.4
LRA	83.9	72.2	109.0	124.0	109.0	134.0
Type	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll
CONDENSER FAN MOTOR						
Horsepower	1/6	1/4	1/6	1/4	1/6	1/4
FLA	0.95	1.50	1.1	1.5	1.1	1.5
REFRIGERATION SYSTEM						
Refrigerant Line Size ¹						
Liquid Line Size ("O.D.)	3/8"	3/8"	3/8"	3/8"	3/8"	3/8"
Suction Line Size ("O.D.)	7/8"	7/8"	1 1/8"	1 1/8"	1 1/8"	1 1/8"
Refrigerant Connection Size						
Liquid Valve Size ("O.D.)	3/8"	3/8"	3/8"	3/8"	3/8"	3/8"
Suction Valve Size ("O.D.)	3/4"	3/8"	7/8"	3/4"	7/8"	7/8"
Standard Line Set Length (max. feet)	80	80	80	80	80	80
Long Line Set Length (max. feet) ²						
Equivalent Length	250	250	250	250	250	250
Linear Length	200	200	200	200	200	200
Vertical Length (outdoor below indoor)	80	80	80	80	80	80
Vertical Length (outdoor above indoor)	80	200	80	80	80	80
Valve Connection Type	Sweat	Sweat	Sweat	Sweat	Sweat	Sweat
Refrigerant Charge	112	175	140	133	187	205
ELECTRICAL DATA						
Volts/Phase (60 Hz)	208-230/1	208-230/1	208-230/1	208-230/1	208-230/1	208-230/1
Minimum Circuit Ampacity ³	20.2	19.1	22.0	24.6	26.0	34.5
Max. Overcurrent Protection ⁴	35	30	35	40	45	60
Min / Max Volts	197 / 253	197/253	197 / 253	197 / 253	197 / 253	197 / 253
Electrical Conduit Size	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"
UNIT WEIGHTS						
Equipment Weight (lbs.)	173	220	191	226	273	277
Ship Weight (lbs)	184	240	207	237	288	292
ENERGY STAR® CERTIFIED ^						
		NO			NO	NO

^ Energy Star Notes

Proper sizing and installation of equipment is critical to achieving optimal performance. Split system air conditioners and heat pumps must be matched with appropriate coil components to meet ENERGY STAR criteria. Ask your contractor for details or visit www.energystar.gov.

The www.energystar.gov website provides up-to-date system combinations certified to meet ENERGY STAR requirements. See Page 24 for all ENERGY STAR certified combinations as of this document's revision date.

¹ Tested and rated in accordance with ARI Standard 210/240

² Reference TP-107* for additional application requirements

³ Wire size should be determined in accordance with National Electrical Codes; extensive wire runs will require larger wire sizes

⁴ Must use time-delay fuses or HACR-type circuit breakers of the same size as noted.

NOTES

- Always check the S&R plate for electrical data on the unit being installed.
- Installer will need to supply 3/4" to 1 1/4" adapters for suction line connections.
- Unit is charged with refrigerant for 15' of 3/4" liquid line. System charge must be adjusted per Installation Instructions Final Charge Procedure.
- Installation of these units requires the specified TXV Kit to be installed on the indoor coil. THE SPECIFIED TXV IS DETERMINED BY THE OUTDOOR UNIT NOT THE INDOOR COIL.

**B.C. LAND SURVEYOR'S
CERTIFICATE OF LOCATION FOR**

**LOT 47, SECTION 3, RANGE 4,
COMIAKEN DISTRICT,
PLAN VIP84388**

SCALE 1 : 250



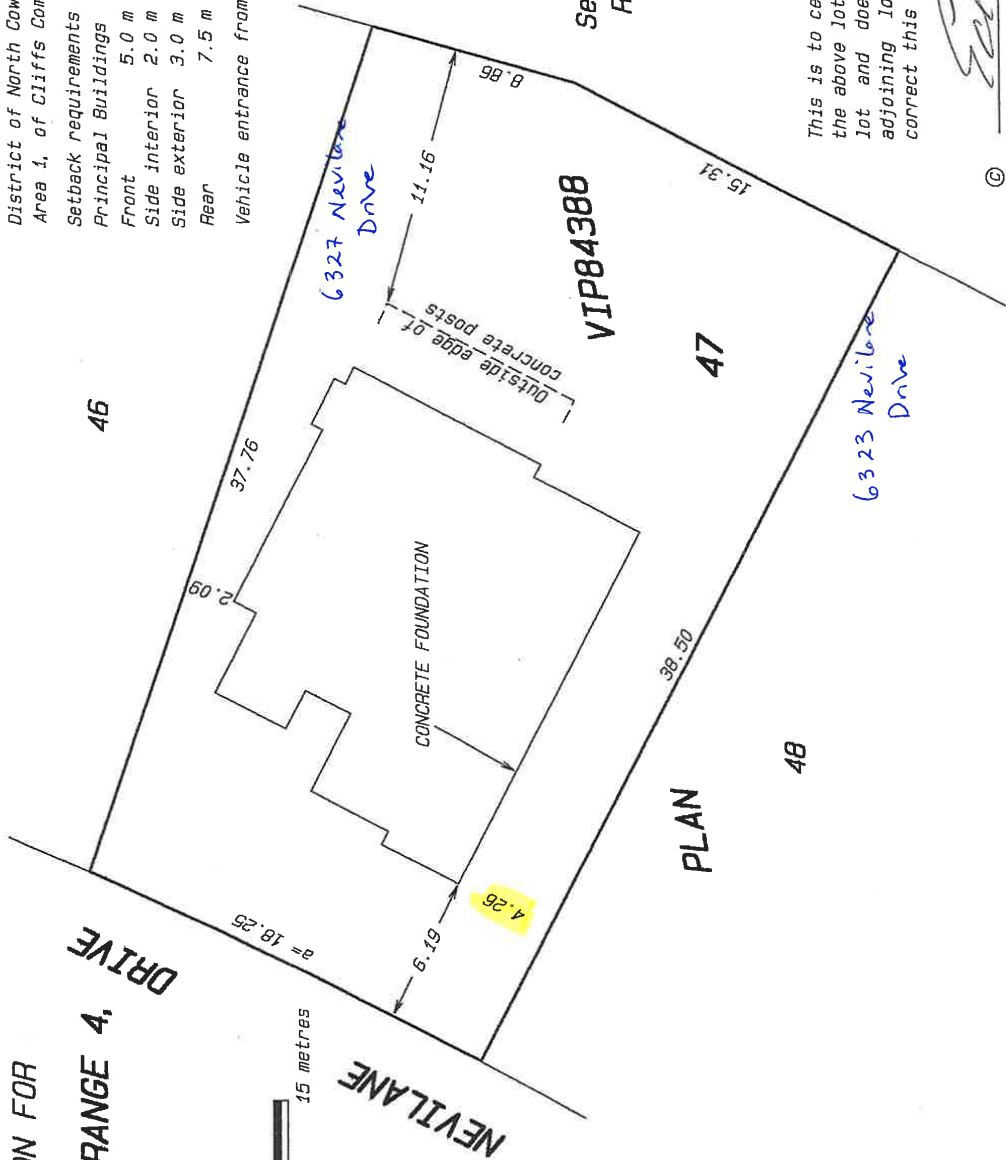
All distances are in metres.

Note: Lot 47 lies within the Corporation of the District of North Cowichan and is Zoned CD-1, Area 1, of Cliffs Comprehensive Development Zone

Setback requirements are as follows:

Principal Buildings	Accessory Buildings
Front 5.0 m	Front 5.0 m
Side interior 2.0 m	Side 1.0 m
Side exterior 3.0 m	
Rear 7.5 m	Rear 1.5 m

Vehicle entrance from Road 5.8 m



The purpose of this plan is for the protection of the mortgagee only and not for the re-establishment of property boundaries.

KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 13-7498 CRT

This is to certify that the structure on the above lot lies wholly within the set lot and does not encroach on any adjoining lot or road. Certified correct this 29th day of July, 2013.

Ed Wilson B.C.

All clearance distances are shown to an accuracy of plus or minus 0.03 metres.

THIS DOCUMENT IS NOT VALID UNLESS
ORIGINALLY SIGNED AND SEALED.

Development Variance Permit

(DVP00050/19.01 3080-20)

To: **Money Family Projects Ltd., Inc. No. BC0057878**

Subject Property: **6323 Nevilane Drive (Folio: 08053-048)**

1. This permit is issued subject to compliance with all relevant District of North Cowichan bylaws.
2. This permit applies to the lands described below, and any buildings, structures, and other development thereon (hereinafter called 'the Lands').

**Lot 48 Section 3 Range 4 Comiaken District Plan VIP84388
PID: 027-370-691**

3. Pursuant to section 498 of the *Local Government Act* (RSBC 2015, c. 1), this permit varies Section 35 (3) (a) of Zoning Bylaw No. 2950, 1997 by decreasing the Projection into Required Yard/Setback for a heat pump from 4.5 m (14.76 feet) to 3.5 m (11.48 feet) in order to regularize an existing heat pump.
4. This permit is not a building permit.
5. Pursuant to section 504(1) of the *Local Government Act*, this permit lapses two years from date of issue if the holder of the permit does not substantially start any construction with respect to which this permit is issued.

Date of Development Variance Permit Approval/Issue by Council or its Delegate:

This permit was approved on DATE and issued on DATE.

This permit expires on DATE.

The Corporation of the District of North Cowichan

Designated Municipal Officer