

LETTER OF UNDERSTANDING

between staff for the

THE GABRIOLA ISLAND LOCAL TRUST COMMITTEE

and staff for the

REGIONAL DISTRICT OF NANAIMO BOARD

SUBJECTS:

- I PURPOSE**
- II PRINCIPLES**
- III CONSULTATIVE PROCESS**
- IV IMPLEMENTATION**
 - A Community Planning**
 - 1. Official Community Plans**
 - 2. Land Use Bylaws**
 - 3. Bylaw Enforcement**
 - 4. Building Permits**
 - B Parkland and School Site Acquisition**
 - 1. Parkland Acquisition**
 - 2. Park Planning**
 - 3. School Site Acquisition**
 - 4. Parks and Recreation Commission**
 - C Servicing**
 - 1. Service Delivery**
 - 2. Regional Growth Strategy**
 - 3. Service Coordination Agreements**
 - 4. Servicing Plans**
 - D Administrative Arrangements**
 - 1. Interagency Agreements**
 - 2. Information Sharing**
 - 3. Legislative Initiatives**
 - 4. Conduct of Elections**

Updated: October 31, 2012 - JEH

LETTER OF UNDERSTANDING

This Letter of Understanding ("Agreement") dated for reference JANUARY 9, 2013 is:

BETWEEN staff for the:
THE GABRIOLA ISLAND LOCAL TRUST COMMITTEE
("Local Trust Committee")

AND staff for the:
THE REGIONAL DISTRICT OF NANAIMO (RDN)
("Regional District ")

(referred to as the "Parties")

I **PURPOSE**

The purpose of this Agreement is to delineate how the Regional District staff and the staff for the Local Trust Committee will implement the principles stated in the Protocol Agreement dated July 27, 2006 between the Gabriola Island Local Trust Committee for the Gabriola Island Local Trust Area ("local trust area") and the Regional District of Nanaimo for Electoral Area 'B' ("electoral area").

II **PRINCIPLES**

The Local Trust Committee and Regional District agree to the following principles regarding interagency relations:

1. Recognition of each other's' jurisdiction and capabilities with a commitment to promoting a spirit of partnership through joint legislative, policy, program and communication initiatives;
2. Coordination of planning, and servicing that is responsive to the needs of the local trust area and the electoral area of which they are a part;
3. Commitment by the Regional District to take the object of the Islands Trust, and the land use planning authority into consideration in matters involving the local trust area; and
4. Cooperation through sharing of information and notification of significant initiatives that may impact the other Party and through regular liaison.

III CONSULTATIVE PROCESS

1. The Parties agree to the establishment of a regular consultative process to foster understanding among respective staff and elected officials.
2. The intent of this Agreement is for both Parties to use best effort, rather than to oblige either Party, to affect interagency cooperation within mutually agreeable terms and time-frames.
3. Responsibility for the coordination of this Agreement by the respective Parties is assigned to the Chief Administrative Officer of the Regional District and the Chief Administrative Officer of the Islands Trust.
4. An annual meeting of respective staff will be established by the Chief Administrative Officers from the RDN and the Islands Trust.
5. A meeting of respective staff to review any current issues or Agreement matters may be arranged at the request of either Chief Administrative Officer.
6. Where anything is required or permitted to be delivered, or otherwise sent to the Parties or the Islands Trust Council, it will be delivered to:

Local Trust Committee: 2nd Floor
 1627 Fort Street
 Victoria, BC V8R 1H8
 Attention: Chief Administrative Officer

Regional District: 6300 Hammond Bay Road
 Nanaimo, BC V9T 6N2
 Attention: Chief Administrative Officer

7. Both Parties will bear the full cost of their own requirements to implement this Agreement unless otherwise provided for in this Agreement or otherwise agreed to, in writing, by both Parties.
8. This Agreement may be amended by agreement, in writing, by the Regional District and the Local Trust Committee.

IV IMPLEMENTATION

A. COMMUNITY PLANNING

1.0 Official Community Plans (OCPs)

- 1.1** Both Parties will provide the other Party with the opportunity for input regarding OCP reviews and updates relevant to the local trust area/electoral area to promote the effective coordination of servicing and planning functions of the respective Parties.
- 1.2** Where an OCP being prepared by either Party affects the local trust area/electoral area, the Party coordinating the OCP initiative will:
 - a) deliver a Notice of Intent to the other Party indicating the intentions and time-frames of the OCP initiative;
 - b) provide a Consultation Schedule to the other Party indicating opportunities for interagency liaison and technical or political discussions;
 - c) deliver terms of reference for the OCP process to the other Party before starting the OCP process, allowing at least 30 days within which to comment on the terms of reference for the OCP and to identify those issues which the other party wishes to have taken into consideration;
 - d) deliver a draft copy of the OCP to the other Party 35 days prior to first reading.
- 1.3** Either Party may give written notice requesting that a consultation meeting be conducted by the Party coordinating the OCP initiative within 10 days of receipt of the draft OCP.
- 1.4** The obligations referred to in this section are in addition to any statutory obligations (s. 879 of the *Local Government Act*) that the Parties may have respecting the referral of OCP bylaws.
- 1.5** Either Party will provide a copy of any adopted OCP bylaws as soon as practicable after adoption.

2.0 Land Use Bylaws

- 2.1** Both Parties will provide the other Party with the opportunity for input regarding land use bylaw initiatives relevant to the local trust area/electoral area to promote the effective coordination of servicing and planning functions of the respective Parties.
- 2.2** Sections 1.2, 1.3, 1.4 and 1.5 for OCPs are applicable to relevant land use bylaws noted in Section 2.1.
- 2.3** The Regional District acknowledges that under s. 35 of the *Islands Trust Act* the Regional District is prohibited from adopting a bylaw, issuing a permit or undertaking work respecting the Local Trust Committee area that is contrary to or at variance with the OCP or land use bylaw of the Local Trust Committee.

3.0 Bylaw Enforcement

- 3.1** The Parties wish to coordinate their activities with respect to bylaw investigation and bylaw enforcement on matters which constitute a contravention or potential contravention of a bylaw of either Party or both Parties.
- 3.2** Where information is received by one Party that it considers a potential contravention of a bylaw of the other Party, that Party will promptly convey that information to the other Party.
- 3.3** Where an activity is a potential contravention of a bylaw of both Parties, either Party may request the other Party's participation in a joint enforcement process.
- 3.4** Where one Party receives a request referred to in Section 3.3 that Party will notify the other Party whether it wishes to participate in a joint enforcement process within 30 days.
- 3.5** Where the Parties wish to participate in joint enforcement as per Section 3.4, the Parties will negotiate and agree, in writing, regarding the methodology, cost sharing and key activities for the joint enforcement program that falls within their respectful authorities.

3.6 Either Party may deliver written notice to the other that it is withdrawing from a joint enforcement process and, in that case, the Parties are liable only for their share of any:

- a) costs incurred by the other Party prior to the date the notice is given; and
- b) costs reasonably incurred by the other Party in continuing a legal proceeding commenced prior to the date the notice is given.

3.7 Either Party may initiate interagency arrangements whereby one Party may conduct bylaw investigations on behalf of the other Party and at the request of the other Party, subject to written conditions agreed to by the signatories of this Agreement.

4.0 Building Permits

4.1 The Parties wish to coordinate their activities with respect to the issuance of building permits by the Regional District in a manner consistent with the official community plan and zoning bylaws of the Local Trust Committee.

4.2 The Parties acknowledge that:

- a) subject to s. 35 of the *Islands Trust Act*, the Regional District has exclusive jurisdiction over the issuance of building permits in the local trust area/electoral area;
- b) S. 35 of the *Islands Trust Act*, prohibits the Regional District from issuing a building permit that is contrary to or at variance with a bylaw of the Local Trust Committee;
- c) where a completed building permit application has been received by the Regional District and that application complies with all applicable enactments, the Regional District is, subject to s. 35 of the *Islands Trust Act* and s. 929 of the *Local Government Act*, required to issue the building permit;
- d) for the purpose of complying with s. 35 of the *Islands Trust Act*, the Regional District should be aware of the content of the bylaws of the Local Trust Committee that may affect the Regional District's right to issue a building permit; and

- e) S. 39 of the *Islands Trust Act* authorizes the Regional District to withhold a building permit where the Local Trust Committee has advised that they propose to adopt a bylaw or plan referred to in that section, and where the Regional District directs the withholding of a building permit upon such advice from the Local Trust Committee, s. 929 of the *Local Government Act* applies to the Local Trust Committee; and
 - f) the Local Trust Committee will indemnify the Regional District on any claims against the Regional District where a building permit has been issued and construction commenced based on erroneous zoning information or advice supplied by the Islands Trust.
- 4.3** The Local Trust Committee will deliver to the Regional District, within 10 days of adopting a bylaw, a copy of that bylaw and the Regional District will make a copy of that bylaw available to any person who is authorized to issue building permits for developments in the local trust area/electoral area.
- 4.4** Where issuance of a building permit is refused in accordance with S. 35 of the *Islands Trust Act*, the Regional District will, within 5 days of notifying the applicant of the refusal, deliver to the Local Trust Committee a notice in writing, stating that the building permit has been refused and the reasons for that refusal.
- 4.5** The Local Trust Committee will advise the Regional District in writing that they propose to adopt a bylaw or plan referred to in s. 39 of the *Islands Trust Act*, indicating the date on which the Local Trust Committee resolved to commence preparation of the bylaw or plan.
- 4.6** After receiving a statement referred to in Section 4.5, the Regional District will, upon receipt, deliver to the Local Trust Committee a copy of each building permit application received at least 7 days after the date of the resolution referred to in Section 4.5.
- 4.7** The Regional District will not issue any building permit for an application which has been delivered to the Local Trust Committee under Section 4.6 unless:
- a) at least 10 days have passed since the date the Regional District delivered a copy of the building permit application to the Local Trust Committee and the Local Trust Committee has not within that 10 days delivered to the Regional District a copy of a resolution referred to in Section 4.8, or

b) the Local Trust Committee has delivered to the Regional District a statement in writing authorizing the Regional District to issue the building permit.

4.8 The Local Trust Committee will review all building permit applications received under Section 4.6, and where they consider a development proposed in a building permit application to be in conflict with the bylaw or plan referred to in Section 4.5 they may deliver to the Regional District a copy of a resolution passed by the Local Trust Committee directing the Regional District to withhold the building permit.

4.9 Where the Regional District receives a copy of the resolution referred to in Section 4.8, the Regional District may exercise its authority under s 39 of the *Islands Trust Act* and s 929 of the *Local Government Act* to withhold for 30 days the building permit referred to in the resolution from the Local Trust Committee.

4.10 Upon direction from the Local Trust Committee, the Regional District will withhold the building permit for a further 60 days.

4.11 Where the Regional District withholds a building permit under Sections 4.7, 4.9, or 4.10, the Local Trust Committee will indemnify and save harmless the Regional District from any compensation for damages and any other costs for which the Regional District becomes liable, or which it incurs as a result of the withholding of the building permit.

4.12 The Parties acknowledge that;

a) to calculate time in relation to the 30 day and the 60 day time periods referred to in this agreement, reference will be made to s. 25 of the *Interpretation Act*; and

b) to calculate time in relation to the “at least 7 days prior” referred to in this agreement, reference will be made to s. 929(2) of the *Local Government Act*, whereby both the first and the last days are excluded.

4.13 The Local Trust Committee and the Regional District agree that during the 30 day period referred to in Section 4.9, staff representatives will discuss options regarding direction to withhold the permit for a further 60 days, or to grant the permit, with the imposition of mutually agreed-upon conditions relative to the public interest, having regard to the plan or bylaw under preparation.

B. PARKLAND AND SCHOOL SITE ACQUISITION

1.0 Parkland Acquisition

1.1 The Parties wish to coordinate their activities with respect to the identification of land suitable for parkland, and the acquisition, development, operation and maintenance of parkland in a manner that promotes the object of the Islands Trust and the Community and Regional Parks System Plans of the Regional District.

1.2 Both Parties acknowledge that:

- a) the Local Trust Committee has the authority under s. 29 of the *Islands Trust Act* to determine whether an owner of land being subdivided on the local trust area/electoral area will provide parkland under s. 941(1)(a) of the *Local Government Act*, or money under s. 941(1)(b);
- b) the Regional District is entitled to any money required to be provided under s. 941 of the *Local Government Act* with respect to land being subdivided in the local trust area/electoral area; and
- c) the Regional District is entitled to any land in the local trust area/electoral area that is required to be provided under s. 941 of the *Local Government Act*.

1.3 The Local Trust Committee will consider any planning statements that the Regional District may deliver to the Local Trust Committee respecting parkland to the local trust area/electoral area with a view to determining whether they should be incorporated in or otherwise reflected in an OCP or land use bylaw initiative or plan.

1.4. Where a subdivision application in respect of which s. 941(1) of the *Local Government Act* is applicable and is referred to the Local Trust Committee, the Local Trust Committee will, within 7 days of receiving the referral of that application, send a copy of the application to the Regional District for review and comments.

1.5. The Regional District will, within 30 days of receiving the application (subject to the scheduling of meetings for the Board to consider the issue(s)), deliver to the Local Trust Committee a written notice that either:

- a) states that the Regional District makes no comments; or
- b) comments on, respecting the exercise by the Local Trust Committee of the Local Trust Committee's powers under s. 992 of the *Local Government Act*.

- 1.6.** In exercising its powers, the Local Trust Committee will consider any comments received from the Regional District and will not make a determination that is in direct conflict with comments received from the Regional District unless it has first given the Regional District at least 5 days written notice of its intention to do so.
- 1.7.** Where the Regional District receives money under s. 941 of the *Local Government Act* with respect to land being subdivided in the local trust area/electoral area:

 - a) the Parties acknowledge that the *Local Government Act* requires that the money only be used for the acquisition of parkland in the Electoral Area; and
 - b) the Regional District will not obligate itself to use that money for the acquisition of specific parkland, unless it has first consulted with the Local Trust Committee regarding the proposed acquisition and has considered any comments respecting the parkland acquisition received from the Local Trust Committee within 10 days of their having received notice of the proposed parkland acquisition from the Regional District.
- 1.8.** Where a planning statement delivered to the Local Trust Committee by the Regional District includes maps designating areas considered by the Regional District to be areas in which parkland preservation, acquisition or development is desirable, the Local Trust Committee will deliver a copy of any application for rezoning or a permit under Part 26 of the *Local Government Act* to the Regional District, if the application pertains to those areas.
- 1.9** Within 15 days of receiving the application referred to in Section 1.8, the Regional District may deliver to the Local Trust Committee any comments of the Regional District concerning the impact of the proposed rezoning or development on the Regional District's ability to preserve, acquire or develop parkland in the area, and the Local Trust Committee will consider any comments received under this section during its consideration of the application to which the Regional District's comments relate.

2.0 Parks Planning

- 2.1.** Both parties will provide the other party with the opportunity for input regarding a park planning initiative in the local trust area/electoral area by either party by providing the following:
 - ▶ Notice of Intent - indicating the intentions and time frames for the Parks Plan; and
 - ▶ Consultation Schedule - providing opportunities for interagency liaison and technical or political discussions.
- 2.2.** Where a Parks Plan being prepared by the Regional District affects the local trust area/electoral area, the Regional District will deliver a draft copy of the Parks Plan to the Local Trust Committee 35 days prior to adoption by the Regional District Board.
- 2.3.** The Local Trust Committee may give written notice requesting that a consultation meeting be conducted by the Regional District within 20 days of receipt of the draft Parks Plan.
- 2.4.** The Regional District will provide a copy of any Parks Plan documents including maps designating areas within the local trust area/electoral area considered to be areas in which parkland preservation, acquisition or development is desirable.

3.0 School Site Acquisition

- 3.1** Both Parties share an interest in coordinating activities related to the planning and acquisition of school sites within the local trust area/electoral area and either Party will notify the other Party of initiatives in this regard with the School Board.
- 3.2** The Parties agree that both Parties will be involved in any processes related to the planning and acquisition of school sites within the local trust area/electoral area.

C. SERVICING

1.0 Service Delivery

- 1.1.** The Parties agree that the provision of services in the local trust area/electoral area by the Regional District, and that land use planning relating to the provision of such services, are matters of great importance to the residents of the local trust area/electoral area, and the Parties agree that extensive consultation on such matters, including consultation with the public, is to be encouraged.
- 1.2.** The Regional District will notify the Local Trust Committee that the Regional District is considering providing a service or significantly extending an existing service in the local trust area/electoral area.
- 1.3.** The Local Trust Committee may prepare and deliver to the Regional District a written notice requesting the Regional District consider providing a local or extended service in one or more areas of the local trust area/electoral area, and stating the reason for the request.
- 1.4.** The Regional District will consider the request referred to in Section 1.3, and will, within 60 days of receiving the request, deliver to the Local Trust Committee a notice in writing stating its position with respect to the request.
- 1.5.** The Regional District will submit a consultation process involving the public and the Local Trust Committee within 60 days of a notice being provided under Section 1.2 or 1.4.

2.0 Regional Growth Strategy

- 2.1** Both Parties acknowledge that the Regional Growth Strategy initiative of the Regional District will not apply to the local trust area/electoral area (s 36.3 of the *Islands Trust Act*) however; the Local Trust Committee, in cooperation with the Regional District may recommend that the Islands Trust Council enter into a Service Coordination Agreement respecting the coordination of Official Community Plans of the Local Trust Committee, the Islands Trust Policy Statement Bylaw of the Islands Trust Council and with the services to be provided within the local trust area/electoral area by the Regional District (s 37.1 of the *Islands Trust Act*).

3.0 Servicing Plans

- 3.1** The Parties wish to ensure the effective delivery of services to the local trust area/electoral area in a manner that is responsive to island community needs and the environmental protection and preservation object of the Islands Trust.
- 3.2** Where a party proposes to prepare a Servicing Plan that affects the local trust area/electoral area it will deliver to the other party:
- ▶ Notice of Intent - indicating the intentions and time frames of the Servicing Plan initiative; and
 - ▶ Consultation Schedule - providing opportunities for interagency liaison and technical or political discussions; and
 - ▶ Terms of reference; and
- will provide the other party with at least 21 days within which to comment on the terms of reference for the Servicing Plan and to identify those issues which the other party wishes to have taken into consideration.
- 3.3** Where a Servicing Plan being prepared by the Regional District affects the local trust area/electoral area, the Regional District will deliver a draft copy of the Servicing Plan to the Local Trust Committee 30 days prior to first reading.
- 3.4** The Local Trust Committee may give written notice requesting that a consultation meeting be conducted by the Regional District within 10 days of receipt of the draft Servicing Plan.
- 3.5** The Regional District will provide a copy of any Servicing Plan bylaws affecting the local trust area/electoral area to the Local Trust Committee.

D. ADMINISTRATIVE ARRANGEMENTS

1.0 Interagency Agreements

- 1.1** Both Parties will endeavour to provide opportunities for the other Party to provide input to or involvement in interagency initiatives with other organizations that impact the activities of the other Party within the local trust area/electoral area.

- 1.2 Either Party will refer interagency agreements or initiatives with other organizations that impact the activities of the other Party within the local trust area/electoral area for comment before concluding such an interagency agreement.
- 1.3 Either Party will provide copies to the other Party of interagency agreements or terms of reference for interagency projects relevant to the local trust area/electoral area.

2.0 Information Sharing

- 2.1 Agenda and minutes for regular meetings of the Regional District and the Local Trust Committee will be provided on a regular basis to the designated staff by email.
- 2.2 Where an inquiry or complaint is received by either Party, or that inquiry or complaint relates to a matter within the jurisdiction of, or in which may reasonably be of interest to the other Party, the Party receiving the inquiry or complaint will forward appropriate information to the other Party.
- 2.3 Copies of studies, plans, reports and other documents prepared or received by one Party, which may reasonably be of interest to the other Party, will be forwarded to the other Party through the designated staff.

3.0 Legislative Initiatives

- 3.1 Either Party will provide to the other Party any information received concerning a Federal or Provincial Government legislative initiative that it considers may affect the activities of the other Party within the local trust area/electoral area.
- 3.2 Either Party will provide notice to the other Party respecting requests for the Federal or Provincial Governments to enact legislation that it considers may affect the activities of the other Party within the local trust area/electoral area.

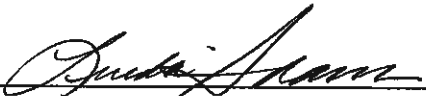
4.0 Conduct of Elections

- 4.1 The Chief Administrative Officer, on behalf of the Islands Trust Council, may provide notice to the Chief Administrative Officer of the Regional District of Nanaimo that the Islands Trust requests the Regional District to conduct a trustee election for the local trust area/electoral area as part of the Regional District's triennial election program or a by-election for the Local Trust Committee.


- 4.2 The Regional District will consider such a request and the Chief Administrative Officer will notify the Chief Administrative Officer of the Islands Trust whether the Regional District agrees (subject to any necessary negotiations) to conduct the trustee elections in the local trust area/electoral area on behalf of the Islands Trust.
- 4.3 The Chief Administrative Officer's for both the Regional District of Nanaimo and the Islands Trust Council will establish a separate agreement dealing with procedures and cost sharing for the Regional District to conduct election proceedings.

Therefore, both Parties commit to respect this Letter of Understanding, dated

this 9th day of January, 2013



Linda Adams
Chief Administrative Officer
Islands Trust



Paul Thorkelsson
Chief Administrative Officer
Regional District of Nanaimo