

# ***LETTER OF UNDERSTANDING***

between staff for the

## **THE DENMAN ISLAND LOCAL TRUST COMMITTEE & THE HORNBY ISLAND LOCAL TRUST COMMITTEE**

and the

## **REGIONAL DISTRICT OF COMOX-STRATHCONA BOARD**

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Updated: July 24, 1996

# **LETTER OF UNDERSTANDING**

This Letter of Understanding ("Agreement") dated for reference July 24, 1996 is:

AMONG:

**DENMAN ISLAND LOCAL TRUST COMMITTEE AND  
HORNBY ISLAND LOCAL TRUST COMMITTEE**  
("Local Trust Committees")

AND:

**REGIONAL DISTRICT OF COMOX-STRATHCONA BOARD**  
("Regional District Board")

(referred to as the "Parties")

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## **I PURPOSE**

The purpose of this Agreement is to delineate how the Regional District Board and the Local Trust Committees will implement the principles stated in the Protocol Agreement dated July 24, 1996 between the Denman Island Local Trust Committee and Hornby Island Local Trust Committee for the Denman Island Local Trust Area and Hornby Island Local Trust Area ("local trust areas") and the Regional District of Comox-Strathcona Board for Electoral Area A ("electoral area").

## **II PRINCIPLES**

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

1. Recognition of each others' jurisdiction and capabilities with a commitment to promoting a spirit of partnership through joint legislative, policy, program and communication initiatives;
2. Coordination of planning, servicing and growth management activities that is responsive to the needs of the local trust areas and the electoral area of which they are a part;
3. Commitment to share a mutual interest in the legislated 'preserve and protect' object of the Islands Trust, the servicing function of the Regional District Board, and the respective land use planning authority of both Parties; 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. On the infrequent occasions where either Party deems the timelines set out in this Agreement are unachievable or inappropriate, these timelines may be varied by mutual agreement. Requests for timeline variances should be made in writing and should include recommendations for the project specific response timelines.
4. Responsibility for the coordination of this Agreement by the respective Parties is assigned to the Administrator of the Regional District Board and the Executive Director of the Islands Trust.
5. An annual meeting of respective staff will be established by the Administrator and the Executive Director at the request of the Executive Director.
6. A meeting of respective staff to review any current issues or Agreement matters may be arranged at the request of either the Administrator or Executive Director.
7. Where anything is required or permitted to be delivered, or otherwise sent to the Parties or the Islands Trust Council, it shall be delivered to:

Local Trust Committees: 2nd Floor  
and Islands Trust Council 1627 Fort Street  
Victoria, BC V8R 1H8  
Attention: Executive Director

Regional District Board: Box 3370  
4795 Headquarters Road  
Courtney, BC V9N 5N5  
Attention: Administrator

8. 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.
9. This Agreement may be amended by agreement, in writing, by the Regional District Board and Local Trust Committees.

## **IV IMPLEMENTATION**

### **A. COMMUNITY PLANNING**

#### **1.0 Official Community Plans (OCPs)**

- 1.1** Both Parties shall provide the other Party with the opportunity for input regarding OCP reviews and updates relevant to the local trust areas/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 areas/electoral area, the Party coordinating the OCP initiative shall deliver the following to the other Party:
  - ☞ Notice of Intent - indicating the aims and time-frames of the OCP initiative; and
  - ☞ Consultation Schedule - providing opportunities for interagency liaison and technical or political discussions.
- 1.3** Where an OCP being prepared by either Party affects the local trust areas/electoral area, the Party coordinating the OCP initiative shall deliver a draft copy of the OCP to the other Party 30 days prior to first reading.
- 1.4** 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.
- 1.5** The obligations referred to in this section are in addition to any statutory obligations (s. 948 of the *Municipal Act*) that the Parties may have respecting the referral of OCP bylaws.
- 1.6** Either Party shall provide a copy of any adopted OCP bylaws as soon as practicable after adoption.

#### **2.0 Land Use Bylaws**

- 2.1** Both Parties shall provide the other Party with the opportunity for input regarding land use bylaw initiatives relevant to the local trust areas/electoral to promote the effective coordination of servicing and planning functions of the respective Parties.

- 2.2 Clauses B. 1.2, 1.3, 1.4, 1.5 & 1.6 for OCPs are applicable to the relevant land use bylaws noted in 2.1.
- 2.3 The Regional District Board must not adopt a bylaw, issue a permit or undertake work respecting the local trust areas/electoral area that is contrary to or at variance with the OCP or land use bylaws of the Local Trust Committees.

### **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 potential contravention or 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 shall promptly convey that information to the other Party.
- 3.3 Where either Party identifies an activity that it considers a potential contravention of a bylaw of both Parties, and which it considers may be effectively controlled through the enforcement of either of the bylaws or both bylaws, that Party may deliver to the other Party a notice, in writing, requesting the other Party's participation in a joint enforcement process.
- 3.4 Where either Party receives from the other a request referred to in Section 3.3, that Party shall notify the other Party whether it wishes to participate in negotiations for a joint enforcement process within 30 days.
- 3.5 After an affirmative notice referred to in Section 3.4. has been delivered by one Party to the other Party, the Parties shall negotiate and agree, in writing, regarding the methodology, cost sharing and key activities for the joint enforcement program.
- 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.

## 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 parks system plan of the Regional District Board.
- 1.2 Both Parties acknowledge that:
- (a) The Local Trust Committees have the authority under s. 27 of the *Islands Trust Act* to determine whether an owner of land being subdivided on the local trust areas/electoral area shall provide parkland under s. 992(1)(a) of the *Municipal Act* or money under s. 992(1)(b).
  - (b) The Regional District Board is entitled to any money required to be provided under s. 992 in respect of land being subdivided in the local trust areas/electoral area; and
  - (c) The Regional District Board is entitled to any land in the local trust areas/electoral area that is required to be provided under s. 992.
- 1.3 The Local Trust Committees shall consider any planning statements that the Regional District Board may deliver to the Local Trust Committees respecting parkland to the local trust areas/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 plans.
- 1.4. Where a subdivision application in respect of which s. 992(1) of the *Municipal Act* is applicable is referred to the Local Trust Committees, the Local Trust Committees shall, within 7 days of receiving the referral of that application, send a copy of the application to the Regional District Board for review.
- 1.5. The Regional District Board shall, within 10 days of receiving the application, deliver to the Local Trust Committees a written notice that either:
- (a) states that the Regional District Board makes no comment or recommendation; or
  - (b) comments on, or makes recommendations respecting the exercise by the Local Trust Committees of the Local Trust Committees' powers under s. 992 of the *Municipal Act*.

- 1.6. In exercising its powers, the Local Trust Committees shall consider any comments or recommendations received from the Regional District Board and shall not make a determination that is in direct conflict with a recommendation received from the Regional District Board unless it has first given the Regional District Board at least 5 days written notice of its intention to do so.
- 1.7. Where, in respect of land being subdivided in the local trust areas/electoral area, the Regional District Board receives money under s. 992 of the *Municipal Act*, it shall:
  - (a) use that money only for the acquisition of parkland in the local trust areas/electoral area; and
  - (b) not obligate itself to use that money for the acquisition of specific parkland, unless it has first consulted with the Local Trust Committees regarding the proposed acquisition.
- 1.8. Where a planning statement delivered to the Local Trust Committees by the Regional District Board includes maps designating areas considered by the Regional District Board to be areas in which parkland preservation, acquisition or development is desirable, the Local Trust Committees shall deliver a copy of any application for rezoning or a permit under Division 5 of Part 29 of the *Municipal Act* to the Regional District Board if the application pertains to those areas.
- 1.9. Within 10 days of receiving the application referred to in section 10, the Regional District Board may deliver to the Local Trust Committees any comments or recommendations of the Regional District Board concerning the impact of the proposed rezoning or development on the Regional District Board's ability to preserve, acquire or develop parkland in the area, and the Local Trust Committees shall consider any comments or recommendations received under this section during its consideration of the application to which the Regional District Board's comments or recommendations relate.

## 2.0 Parks Planning

- 2.1. The Regional District Board shall provide the Local Trust Committees with the opportunity for input regarding a parks planning initiative in the local trust areas/electoral area by providing the following to the Local Trust Committees:
  - 👉 Notice of Intent - indicating the aims and time frames of 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 Board affects the local trust areas/electoral area, the Regional District Board shall deliver a draft copy of the Parks Plan to the Local Trust Committees 30 days prior to first reading.
- 2.3. The Local Trust committees may give written notice requesting that a consultation meeting be conducted by the Regional District Board within 10 days of receipt of the draft Parks Plan.
- 2.4. The Regional District Board shall provide a copy of any Parks Plan bylaws including maps designating areas within the local trust areas/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 areas/electoral area and either Party shall notify the other Party of initiatives in this regard with the School Board.
- 3.2 The Parties agree that both Parties shall be involved in any processes related to the planning and acquisition of school sites within the local trust areas/electoral area.

### **4.0 Parks and Recreation Commission**

- 4.1 The Regional District Board will consult with the Local Trust Committees before initiating the formation of a Parks and Recreation Commission for the local trust areas/electoral area
- 4.2 The Regional District Board may deliver to the Local Trust Committees a notice in writing directing the Local Trust Committees to deal directly with the Commission in the exercise of its rights and obligations of the Parkland Acquisition section of this Agreement.
- 4.3 Where the Regional District Board has delegated part or all of its powers respecting parks to a Parks and Recreation Commission, the Local Trust Committees shall endeavour to consult regularly with that Commission.



## **C. SERVICING**

### **1.0 Service Delivery**

- 1.1. The Parties agree that the provision of services in the local trust areas/electoral area by the Regional District Board and that land use planning relating to the provision of such services are matters of great importance to the residents of the local trust areas/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 Board shall notify the Local Trust Committees that the Regional District Board is considering providing a service in the local trust areas/electoral area that has not been formerly or significantly extending an existing service.
- 1.3. The Local Trust Committees may prepare and deliver to the Regional District Board a written notice requesting the Regional District Board to consider providing a local or extended service in one or more areas of the local trust areas/electoral area, and stating the reason for the request.
- 1.4. The Regional District Board shall consider the request referred to in Section 1.3, and shall, within 60 days of receiving the request, deliver to the Local Trust Committees a notice in writing stating its position with respect to the request.
- 1.5. The Regional District Board shall submit a consultation process involving the public and the Local Trust Committees within 60 days of a notice being provided under Section 1.2 or 1.4.
- 1.6. The Regional District Board shall consult with the Local Trust Committees before deciding whether to provide or extend the service.

### **2.0 Regional Growth Strategy**

- 2.1 Both Parties acknowledge that a Regional Growth Strategy initiative of the Regional District Board shall not apply to the local trust areas/electoral area (*Islands Trust Act*, Section 33.3).
- 2.2 In the preparation and adoption of a Regional Growth Strategy, the Regional District Board must consult with the Local Trust Committees as if they were affected local governments as defined in s.942.1 of the *Municipal Act*, and any consultation plan adopted pursuant to s.942.17(2) of the *Municipal Act* must identify the Local Trust Committees as authorities with which the Regional District Board intends to consult.

- 2.3** The Regional District Board must invite the Local Trust Committees to appoint a representative as a member of any intergovernmental advisory committee the Regional District Board establishes in relation to the development and implementation of a Regional Growth Strategy, except where the terms of reference of such committee are limited to matters wholly unrelated to the local trust areas/electoral area.
- 2.4** Nothing in this Agreement requires the Regional District Board to secure the acceptance of a Regional Growth Strategy by the Local Trust Committees prior to its adoption.
- 2.5** The Regional District Board must provide a copy of the Regional Growth Strategy, as adopted by bylaw, to the Local Trust Committees as soon as practicable upon the adoption.

### **3.0 Service Coordination Agreements**

- 3.1** The Local Trust Committees in cooperation with the Regional District Board may recommend that the Islands Trust Council enter into a Service Coordination Agreement respecting the coordination of Official Community Plans of the Local Trust Committees, the Islands Trust Policy Statement Bylaw of the Islands Trust Council and with the services to be provided within the local trust areas/electoral area by the Regional District Board (*Islands Trust Act*, Section 33.1 (1)).

### **4.0 Servicing Plans**

- 4.1** The Parties wish to ensure the effective delivery of services to the local trust areas/electoral area in a manner that is responsive to island community needs and the environmental protection and preservation object of the Islands Trust.
- 4.2** Where a Servicing Plan being prepared by the Regional District Board affects the local trust areas/electoral area, the Regional District Board shall deliver the following to the Local Trust Committees:
- 👉 Notice of Intent - indicating the aims and time frames of the Servicing Plan; and
  - 👉 Consultation Schedule - providing opportunities for interagency liaison and technical or political discussions.
- 4.3** Where a Servicing Plan being prepared by the Regional District Board affects the local trust areas/electoral area, the Regional District Board shall deliver a draft copy of the Servicing Plan to the Local Trust Committees 30 days prior to first reading.
- 4.4** The Local Trust Committees may give written notice requesting that a consultation meeting be conducted by the Regional District Board within 10 days of receipt of the draft Servicing Plan.

- 4.5 The Regional District Board shall provide a copy of any Service Plan bylaws affecting the local trust areas/electoral area to the Local Trust Committees.

## **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 areas/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 areas/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 areas/electoral area.

### **2.0 Information Sharing**

- 2.1 Agenda and minutes for regular meetings of the Regional District Board and the Local Trust Committees will be provided on a regular basis to the designate staff.
- 2.2 Where an inquiry or complaint is received by either Party, and 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 designate 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 areas/electoral area.
- 3.2 Either Party shall 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 areas/electoral area.

## **4.0 Conduct of Elections**

- 4.1** The Executive Director on behalf of the Islands Trust Council may provide notice to the Administrator of the Regional District of Comox-Strathcona Board that the Islands Trust requests the Regional District Board to conduct a trustee election for the local trust areas/electoral area as part of the Regional District Board's triennial election program or a by-election for the Local Trust Committees.
- 4.2** The Regional District Board will consider such a request and the Administrator shall notify the Executive Director whether the Regional District Board wishes to participate in negotiations for the Regional District Board to conduct the trustee elections in the local trust areas/electoral area.
- 4.3** The Executive Director and the Administrator shall establish a separate agreement dealing with procedures and cost sharing for the Regional District Board to conduct election proceedings.