

# ***LETTER OF UNDERSTANDING***

between staff for the

**THE GABRIOLA ISLAND LOCAL TRUST COMMITTEE**

and the

**REGIONAL DISTRICT OF NANAIMO**

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Updated: June 30, 1997

# ***LETTER OF UNDERSTANDING***

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

BETWEEN:

**THE GABRIOLA ISLAND LOCAL TRUST COMMITTEE**  
("Local Trust Committee")

AND:

**REGIONAL DISTRICT OF NANAIMO**  
("Regional District")

(referred to as the "Parties")

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## **I PURPOSE**

The purpose of this Agreement is to delineate how the staff for the Regional District and the staff for the Local Trust Committee will implement the principles stated in the Protocol Agreement dated October 4, 1996 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 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 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 of the Local Trust Committee 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 effect 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 Administrator of the Regional District and the Executive Director of the Islands Trust.
4. An annual meeting of respective staff will be established by the Administrator and the Executive Director at the request of the Executive Director.
5. 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.
6. Where anything is required or permitted to be delivered, or otherwise sent to the Parties, it shall be delivered to:

Local Trust Committee:      2nd Floor  
   1627 Fort Street  
   Victoria, BC V8R 1H8  
   Attention: Executive Director

Regional District:            Box 40  
   Lantzville, BC V0R 2R0  
   Attention: Administrator

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 Local Trust Committee.

## **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 area/electoral area to promote the effective coordination of servicing and planning functions of the respective Parties.
- 1.2** Where a party proposes to prepare an OCP that affects the local trust area it shall deliver 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; and
- shall provide the other party with at least 21 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.
- 1.3** Where an OCP being prepared by either Party affects the local trust area/electoral area, the Party coordinating the OCP initiative shall deliver a draft copy of the OCP to the other Party 35 days prior to first reading.
- 1.4** Where an OCP being prepared by either Party affects the local trust area/electoral area, the Party coordinating the OCP initiative shall deliver terms of reference for the OCP process to the other Party before starting the OCP process.
- 1.5** 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.
- 1.6** The obligations referred to in this section are in addition to any statutory obligations (Section 883 of the *Municipal Act*) that the Parties may have respecting the referral of OCP bylaws.
- 1.7** 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 area/electoral area 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 relevant land use bylaws noted in 2.1.
- 2.3** The Regional District acknowledges that, under Section 32 of the *Islands Trust Act*, the board of the Regional District is prohibited from adopting a bylaw, issuing a permit or undertaking work respecting the local trust area that is contrary to or at variance with an 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 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 may 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 Section 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) Section 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 Section 27 of the *Islands Trust Act* and Section 929 of the *Municipal Act*, required to issue the building permit;
- (d) For the purpose of complying with Section 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) Section 39 of the *Islands Trust Act* authorizes the Regional District to withhold a building permit where the Local Trust Committee has advised that the Local Trust Committee 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, Section 929 of the *Municipal Act* applies to the Local Trust Committee.

**4.3** The Local Trust Committee shall deliver to the Regional District, within 10 days of adopting a bylaw, a copy of that bylaw and the Regional District shall 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 an application for a building permit is received by the Regional District and a building permit issued in response to that application would be contrary to or at variance with a bylaw of the Local Trust Committee, the Regional District shall not issue the building permit and shall, within 5 days of notifying the applicant of the refusal to issue the building permit, 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 may advise the Regional District that they propose to adopt a bylaw or plan referred to in Section 35 of the *Islands Trust Act*, by delivering to the Regional District a statement, in writing, indicating the date on which the Local Trust Committee resolved to commence preparation of the bylaw or plan.
- 4.6** After the Regional District receives the statement referred to in Section 4.5, it shall deliver to the Local Trust Committee forthwith upon receipt and by facsimile transmission 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 shall 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 shall 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 Section 39 of the *Islands Trust Act* and Section 929 of the *Municipal Act* to withhold for 30 days the building permit referred to in the resolution from the Local Trust Committee.

- 4.10** During the 30 day period referred to in Section 4.9, the Local Trust Committee 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 for a further 60 days, and where the Regional District receives a copy of that resolution within that 30 days, it shall 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 Trust Council shall indemnify and save harmless the Regional District from any compensation for damages and 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 days and the 60 days, Section 25 of the *Interpretation Act* excludes the first day and includes the last day, and if the time falls or expires on a holiday, it is extended to the next day that is not a holiday. If the time for doing an act in a business office falls or expires on a day when the office is not open during the regular business hours, the time is extended to the next day that the office is open.
  - b) To calculate time in relation to the “at least 7 days prior” reference in Section 929(2) of the *Municipal Act*, 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 929(1) of the *Municipal Act*, consultations between staff representatives shall be scheduled to review the likelihood of direction to withhold for a further 60 days, or to consider granting 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 parks system plan of the Regional District.
- 1.2** Both Parties acknowledge that:
- (a) The Local Trust Committee has the authority under Section 29 of the *Islands Trust Act* to determine whether an owner of land being subdivided on the local trust area/electoral area shall provide parkland under Section 941(1)(a) of the *Municipal Act* or money under Section 941(1)(b).

- (b) The Regional District is entitled to any money required to be provided under Section 941 in respect of 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 Section 941.
- 1.3** The Local Trust Committee shall 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 plans.
- 1.4.** Where a subdivision application in respect of which Section 941(1) of the *Municipal Act* is applicable is referred to the Local Trust Committee, the Local Trust Committee shall, within 7 days of staff reviewing the referral of that application, send a copy of the application to the Regional District for review.
- 1.5.** The Regional District shall, within 30 days of receiving the application, deliver to the Local Trust Committee a written notice that either:
  - (a) states that the Regional District makes no comment or recommendation; or
  - (b) comments on, or makes recommendations respecting the exercise by the Local Trust Committee of the Local Trust Committee's powers under Section 941 of the *Municipal Act*.
- 1.6.** In exercising its powers, the Local Trust Committee shall consider any comments or recommendations received from the Regional District and shall not make a determination that is in direct conflict with a recommendation 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 Section 941 of the *Municipal Act* in respect of land being subdivided in a Local Trust/Electoral Area:
  - (a) the parties acknowledge that the *Municipal Act* requires that the money only be used for acquisition of parkland in the Electoral Area; and
  - (b) the Regional District shall 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 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 shall deliver a copy of any application for rezoning or a permit under Part 26 of the *Municipal Act* to the Regional District if the application pertains to those areas.
- 1.9. Within 10 days of receiving the application referred to in Section 1.5, the Regional District may deliver to the Local Trust Committee any comments or recommendations 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 shall consider any comments or recommendations received under this section during its consideration of the application to which the Regional District's comments or recommendations relate.

## 2.0 Parks Planning

- 2.1. The Regional District shall provide the Local Trust Committee with the opportunity for input regarding a parks planning initiative in the local trust area/electoral area by providing the following to the Local Trust Committee:
  - 👉 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 affects the local trust area/electoral area, the Regional District shall deliver a draft copy of the Parks Plan to the Local Trust Committee 35 days prior to first reading.
- 2.3. 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 Parks Plan.
- 2.4. The Regional District shall provide a copy of any Parks Plan bylaws 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 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 area/electoral area.

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

**4.1** The Regional District may deliver to the Local Trust Committee a notice in writing directing the Local Trust Committee to deal directly with the Commission in the exercise of its rights and obligations of the Parkland Acquisition section of this Agreement.

**4.2** Where the Regional District has delegated part or all of its powers respecting parks to a Parks and Recreation Commission, the Local Trust Committee 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 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 shall notify the Local Trust Committee that the Regional District is considering providing a service in the local trust area/electoral area that has not been formerly provided or significantly extending an existing service.

**1.3.** The Local Trust Committee may prepare and deliver to the Regional District a written notice requesting the Regional District to 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 shall consider the request referred to in Section 1.3, and shall, 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 shall 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.

- 1.6. The Regional District shall consult with the Local Trust Committee 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 shall not apply to the local trust area/electoral area (*Islands Trust Act*, Section 33.3); 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 (*Islands Trust Act*, Section 37 (1)).

## **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 an Servicing Plan that affects the local trust area it shall deliver to the other party:

- Notice of Intent - indicating the aims and time frames of the Servicing Plan initiative; and
- Consultation Schedule - providing opportunities for interagency liaison and technical or political discussions; and

shall 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 shall 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 shall 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**

Agenda and minutes for regular meetings of the Regional District and the Local Trust Committee will be provided on a regular basis to the designate staff.

- 2.1 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.
- 2.2 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 area/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 area/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 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 Administrator shall notify the Executive Director whether the Regional District wishes to participate in negotiations for the Regional District to conduct the trustee elections in the local trust area/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 to conduct election proceedings.