

*Discussion Material for Workshop #3*

# ***Services and Finances***

*June 29, 2004*

*Prepared for the Intergovernmental  
Relations Technical Working Committee*

*Tsawwassen First Nations Treaty Negotiations*

# Table of Contents

---

1. Introduction .....	1
2. Service Questions for the GVRD and Delta .....	2
Servicing questions for the GVRD .....	2
Servicing Questions for Delta .....	4
3. Questions of Local Governments .....	6
Introduction .....	6
Water .....	7
Sewage .....	9
Roads, ditches and drainage .....	10
Dikes .....	13
Garbage Collection .....	14
Fire Protection .....	14
Police .....	15
9-1-1 Telephone Service .....	15
Building Inspection .....	16
Animal Control .....	16
Land Use Planning .....	17
Parks and Trails .....	17
Summary .....	18
4. Boundary Roads and Shared Services .....	20
Boundary Roads .....	20
Shared Services .....	21
Water Service Sharing .....	23
Recreation Service Sharing .....	23
Library Service Sharing .....	23
Fire Service Sharing .....	24
Access Provisions .....	24
5. Financing of Services .....	26
Sample Financing Questions for the GVRD .....	26
Sample Financing Questions for Delta .....	28
Sample financing question for Tsawwassen .....	29
Financing Questions for Other Local Governments .....	30
Local Area Improvements .....	33
Sharing Arrangements .....	33
Appendix 1: Dike Maintenance Act	
Appendix 2: Dike Inspection Forms	
Appendix 3: Coquitlam-Port Coquitlam Boundary Road Sharing Policy	
Appendix 4: Musqueam-Vancouver Service Agreement	
Appendix 5: City of Chilliwack Services Agreement	

# 1. Introduction

---

This report is prepared for a June 29, 2004 workshop addressing the matter of local government services and how they are financed. It is the third of three workshops organized by the Intergovernmental Relations Technical Working Committee (IGRTWG) as part of the Tsawwassen Treaty Negotiation process. The first two workshops dealt with land use planning (May12) and local governance and the GVRD (June 23).

This work is occasioned by the March 15, 2004 signing of the “Tsawwassen First Nation Agreement in Principle”. This agreement between the TFN, Canada and the Province of BC sets out a framework of both general and specific principles to guide a Final Agreement regarding TFN rights, lands, processes, and authorities.

Participants at the workshop include representatives from the Tsawwassen First Nation (TFN), the federal Treaty Negotiation Office, the provincial Treaty Negotiation Office, the Greater Vancouver Regional District (GVRD), the Corporation of Delta, and the Lower Mainland Treaty Advisory Committee (LMTAC).

The goals of Workshop #3 are to develop a thorough understanding of:

- The differences in service delivery in a community of 100,000 compared to services in communities of 750-5,000;
- Options for delivering services and how to assess them;
- How intergovernmental servicing agreements work;
- The linkages between community growth and services;
- How local governments manage shared boundary roads.
- Cost recovery mechanisms for local services;
- The structure and operation of servicing partnerships;
- How to evaluate the costs and benefits of providing certain services; and,
- How to evaluate the costs and benefits of expanding services.

Much of the technical information presented is based on material kindly provided to the consultant by, among others, staff at the Tsawwassen First Nation, the GVRD, the Corporation of Delta, Lower Mainland Treaty Advisory Committee, the UEL, and various municipalities.

## 2. Service Questions for the GVRD and Delta

---

### **Servicing questions for the GVRD**

1. *What is the GVRD's role in providing services to people, property and member governments within its boundaries? What infrastructure is required to support those services?*

The GVRD has two roles: it is the regional body managing common, core services for all members, and it is the local government for residents of Electoral Area A. The main regional services are:

- GVRD: general government, air quality, 9-1-1 service, regional parks, labour relations, and strategic planning (the LRSP);
- Greater Vancouver Water District: Water supply, treatment and trunk lines;
- Greater Vancouver Sewerage and Drainage District: Solid waste management, and sewage treatment, disposal, and trunk lines
- Greater Vancouver Housing Corporation: Rental housing; and,
- Translink Board: Transit operation, planning and funding.

Other than housing (where it rents directly to occupants), the GVRD generally does not provide services to individuals. Instead, it provides services to its member local governments (mainly municipalities) and they in turn deliver the service to individual properties. For example, the GVWD provides and sells bulk water to the City of Vancouver, which in turn delivers it to each home and bills homeowners accordingly. There are several exceptions to this (for example, certain large-scale users must pay the GVRD directly for waste discharge permits). The GVRD has trunk sewer and water lines throughout the region, and members connect to these and then operate their own local delivery and collection pipes.

The GVRD's infrastructure includes (among other things) administrative offices, regional parks, sewage treatment plants, water reservoirs, pumps, valves and pipes for sewage, drainage and water, residential properties, rights of way, and ancillary assets like vehicles and equipment.

2. *What jurisdiction does the GVRD have related to the ditch irrigation systems in Delta (or equivalent special infrastructure to support agriculture) and how are costs determined and recovered?*

This will be discussed at the workshop.

3. *What role does the GVRD have in expanding service delivery within its jurisdiction (for example, extensions to the sewer line or increasing capacity)?*

For sewers, the GVSDD is the body with authority to expand the trunk lines, treatment plants, and other shared components. Member governments can increase the size of their own collectors, pumps, lift stations, etc but must advise the GVRD of plans to do so because these expansions can impact the workings of the regional system. The GVSDD has approval authority for individual property connections that put sewage into the regional system, including those within member municipalities. It can require significant users to obtain a waste discharge permit if warranted or reject their connection.

For water, the GVWD is responsible for planning, implementing and funding expansions and improvements to the core water infrastructure that serves the members. Each member has authority for decisions about its own new or expanded water mains, valves, and so on, but these must be consistent with the regional capacities.

The need to coordinate the medium-term and long-term hard servicing aspects of growth, like water and sewer impacts, is one of the reasons why the Livable Region Strategic Plan is important.

*4. Provides some examples of notice provision for access onto private property to maintain infrastructure.*

This issue will be addressed at the workshop.

*5. What is the GVRD's role in boundary adjustments?*

Municipal and regional district boundary adjustments require the assent of the province, since municipalities and regional districts can't change their own boundaries. The provincial Cabinet does this by amending or issuing letters patent that implement the change. Letters patent might not apply in the same way to treaty settlement agreements with First Nations bands because the First Nations lands might not be a municipality and almost certainly won't be a regional district (though a reduction in municipal boundaries due to the creation of settlement lands might still require amended letters patent for Delta).

Boundary adjustments can be of four types:

- A shift in the boundary between two municipalities, where one municipality's gain is the other's loss. These are exceptionally rare in BC. It is up to the two municipalities to agree on such an adjustment. The regional district would have no meaningful role. The change would change each municipality's share of the regional costs sharing, though, because it would affect their tax bases. It could also affect the composition of the GVRD board, though it is hard to imagine a case in the GVRD where there could be an adjustment so large it changes the number of votes and directors.
- The addition of rural lands to a municipality is a common feature in BC. Following recent changes in provincial policy, municipal boundary extensions are no longer referred to the regional district by the province, as they used to be. Now, the province requires that the municipality itself present such plans to the regional district. The regional district does not have a veto on municipal boundary extension plans. The final decision is up to the province, though it is interested in the regional district reaction to a proposal.
- A new municipality can be created from all or part of an electoral area. Bowen Island is a recent (1999) example of this in the GVRD. Again, the regional district does not have a veto on such plans, though the province is interested in its response to a plan for a new municipality. A successful referendum is required to create a new municipality, and in many cases the regional district organizes the referendum and it is common to have a regional district staff member serve as Chief Election Officer.
- A municipal boundary could be reduced to accommodate the creation of a new local government; in the case at hand, the TFN agreement is prompting discussion on this concept. The GVRD's role to date has been to take part in these discussions.

6. *How are roads in electoral areas maintained?*

Throughout BC, road maintenance and improvements in the electoral areas are the responsibility of the province, and it levies the “rural tax” to help fund this. In 2004 the rural tax is \$0.95 per \$1000 of assessed property value. The province uses private contractors to do the work rather than use its own crews. There is, however, one notable exception to this system – the UEL, in Electoral Area A. The UEL administration office acts like a local government (but in fact is an arm of the provincial government) and undertakes its own road works with its own crews, and there is a separate UEL tax to help fund the work. UEL tax payers pay the UEL tax instead of the rural tax.

## **Servicing Questions for Delta**

1. *How does Delta forecast its future service needs?*

Generally speaking, future servicing requirements are influenced by:

- The aging of existing infrastructure and the need to replace it;
- The imposition of higher health or safety standards;
- The impacts of population growth (and attendant impacts like traffic congestion);
- The degree to which expanded services are required in order for growth to occur, and the degree to which growth is to be encouraged; and,
- Changing priorities and expectations of citizens.

Like most municipalities, Delta has an official community plan (OCP) to help guide the nature, location, and extent of future growth and development. The OCP contains, among other things, population and housing projections that serve as the basis for planning what services might be needed and where services should go. As the OCP is updated and revised, so should its impacts on servicing needs and priorities. It sometimes happens that areas are identified as poor candidates for future growth because they might entail servicing problems or inefficiencies.

The municipality also prepares a financial plan which sets out its financial priorities for the next five years. The plan must balance the need for better services with the ability to fund them. The financial plan is revised every year, so there is continuity from one year to the next. In addition, annual updating allows new projects to be considered and factored into the plan in a timely fashion.

2. *What are the factors for Delta in maintaining its ditch system? How are costs determined and recovered?*

Delta’s engineering department is responsible for ditches and drainage. This department also maintains roads, dykes, other elements of public works, and transit costs. Note, however, that the municipality’s water and sewer systems are treated as separate departments.

The engineering budget for 2004 totals \$15.9 million and includes:

- \$1,402,000 for drainage (most of this is for storm drains rather than ditches)
- \$79,500 for dyke maintenance
- \$54,500 for irrigation

Delta has two special-area taxes for drainage, both based on assessed property values:

- Annacis Island: A tax of \$0.159 per \$1000 of value; and,
- Elsewhere: A tax of \$0.5583 per \$1000

The bulk of the funding comes from property taxes based on assessed property value (the higher your property assessment, the higher your tax bill). This tax reliance is true of virtually all municipalities, though not many have a separately-identified drainage tax (most include the costs as part of the overall municipal tax bill). There are no meaningful revenues related to drainage or dykes in particular other than taxes.

In accordance with provincial regulations, the dikes are to be kept at least 0.6 m above the long-term flood level.

3. *How does Delta work with Richmond and Surrey on issues related to border roads? What agreements are in place? What type of planning has taken place? How is this financed and how are cost recovered?*
4. *What types of agreements are required between Delta and other local governments regarding ownership and maintenance of roads and ditches that cross into other jurisdictions or a lie along the boundary? Are these agreements always formal?*

Discussions between staff of the adjacent municipalities take place frequently regarding road maintenance and planning matters. Delta has agreements with Surrey regarding ownership, maintenance, or access on road that cross between them. Note that Delta is not responsible for arterial highways like Highway 17 or Highway 91; these are provincial responsibilities.

Road costs are recovered mainly by way of the general municipal tax, but development cost charges (DCCs) and infrastructure grants can also help with the financing of road improvements.

# 3. Questions of Local Governments

---

This chapter examines questions and issues related to services in other local governments in the GVRD. The sample questions for the workshop include the following. Answers to these and other relevant matters are presented throughout this chapter. Note that the focus of the discussion is on small municipalities rather than large ones.

- Provide examples of how the following services are provided by local governments to people and property within their boundaries.
  - Water systems
  - Sewage systems
  - Road, ditch and dike maintenance
  - Garbage collection
  - Fire, police, and 911
  - Building inspection
  - Animal control
  - Park and trail maintenance
- What are examples of the infrastructure required to support those services?
- Provide some examples of notice provision for access on a private property to maintain infrastructure.
- What are the differences in the service provision between small municipalities and large ones?
- What are examples of service partnerships between local government? How are they structured and how are services delivered (for example: between Port Moody and Belcarra and Anmore, or between Delta and Point Roberts)? What types of arrangements are in place between Katzie, Pitt Meadows, and Maple Ridge? Other partnerships?
- Provide examples within the Greater Vancouver region of how costs are budgeted and recovered for the service arrangements?
- How are the cost-benefit thresholds for servicing options determined (i.e., contract for fire services or buy own pumper truck)?
- What factors does local government consider that affect a local road expansion?
- What are the issues that need to be addressed when roads form the border between two local governments and when the ownership of a road changes between jurisdictions.
- What types of agreements are in place between local governments to manage boundary roads and how are they working?

## ***Introduction***

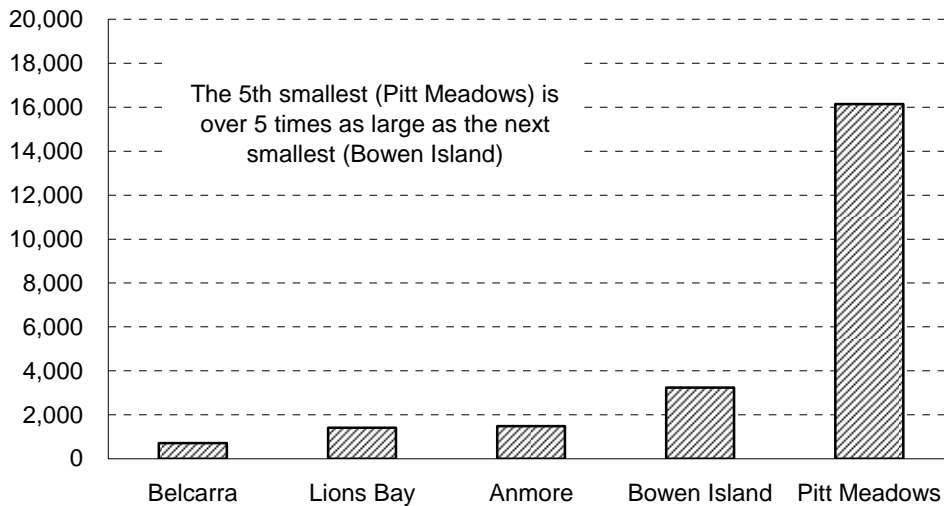
By far the most common form of local government in Greater Vancouver is the municipality, so the examples below focus more on municipalities than on the electoral area. However, the electoral area itself has several different subsets of local government, such as the UEL, UBC, and the rest of the unincorporated area.

In broad terms, the service delivery mechanisms and policy options of municipalities here do not differ much from those in other parts of the province. After all, with the exception of the City of Vancouver, they are all governed by the same principal statutes – the Community Charter and the Local Government

Act. The UEL, however, has no counterpart. It looks much like a municipality – it has a local office with administrative staff, and equipment, and it maintains streets, collects garbage, supplies water, has zoning bylaws, runs sewer lines, and offers other municipal-type services to just the UEL residents – but in fact it is not a local government. It is part of the provincial government. There is no locally elected body for these UEL services. The Minister of Community, Aboriginal and Women’s Services is in effect the one-person municipal council and all the staff are provincial employees. The UEL pays a special UEL tax rather than the provincial rural tax that applies in every other unincorporated part of the province. Because of its municipal-like operations, it is treated in some service examples below as though it is a municipality.

It is worth noting that there is an order of magnitude jump in population between the four smallest municipalities and all the rest. For example, the 5<sup>th</sup> smallest is five times the size of the 4<sup>th</sup> smallest. The ability to provide local services using in-house staff takes quite a leap when talking of municipalities other than Anmore, Belcarra, Bowen Island, and Lions Bay.

*Population of the 5 Smallest GVRD Municipalities*



## **Water**

With the exception of White Rock, all the municipalities operate their own water utility systems. In the City of White Rock water is provided by a private utility (White Rock Utilities), which owns and operates the system and bills users directly. White Rock is the only municipality to do this. The company’s system also extends to certain adjacent parts of Surrey, including the Semiahmoo First Nation.

Most of the other GVRD members (including the UEL) buy their water from the Greater Vancouver Water District, but Bowen Island, Lions Bay and White Rock have their own water supplies, and Belcarra residents use individual wells.

The water distribution lines, storage reservoirs, lift stations, pressure reducing valves, fire hydrants and other system components are generally installed, maintained and operated by the municipality. Note that the installation of water works in new subdivisions is almost universally the responsibility of the developer; these services must meet municipal design and construction regulations. The municipal water mains usually include stubs to allow for individual property connections; service from the stub to and into

buildings is the responsibility of the owner (though, again, they must meet municipal standards and regulations). The maintenance, repair and operation of the water system are municipal responsibilities.

Larger municipalities often have public works staff dedicated only to water design, planning, repairs, maintenance, testing, monitoring and supervision. The water department of the City of Vancouver, for example, has its own vehicles and other equipment that are marked as such rather than simply “City of Vancouver”. With this capacity there is less reliance on contractors for larger projects like water main replacements and expansions, and almost no need for outside contractors for routine maintenance and repair tasks. The larger municipalities also make less use of consultants, though it is not uncommon for specialists to be called when needed. The senior staff at large municipalities have a high level of training and expertise that reduces the need for outside assistance.

Smaller municipalities are less likely to have water-specific staff. Instead, their crews work on multiple services like roads, drainage, and sewers as well as water. These smaller crews can handle most day to day requirements but usually lack the equipment, the specialized training, and other resources to perform all the work that might be needed, so there is more reliance on contractors and outside specialists.

Small municipalities maintain a limited set of vehicles and equipment for maintaining not just water but all aspects of public works, like roads, parks and sewer lines, and these are shared among the services. The extent of equipment is a function of the degree to which the municipality relies on contractors. Typical equipment for a small municipality may include a combination of these: a pickup truck, an all-purpose utility truck; a Bobcat or small loader, a small backhoe, a snow blade for the truck, a mower for boulevard and parks, and miscellaneous tools.

In addition to running the water system they have, municipalities must also develop policies and plans for future improvements, extensions and expansions, too. Larger municipalities can rely much more on their own staff to dovetail the various factors – like engineering designs, community development plans, and funding opportunities – needed to prepare a coordinated and comprehensive water servicing plan.

Running the water utility also requires managing its finances and other administrative tasks. Larger municipalities may have utility clerks to keep track of utility billing, collection and administration. Smaller municipalities need these functions too, but the smaller they are, the less likely they are to have separate utility administration staff. Instead, they would have this done by a billing clerk who looks after all billings (and other tasks too). The four small GVRD municipalities (Anmore, Belcarra, Bowen Island, and Lions Bay) all use general office staff, not dedicated water staff, for billing and other administrative tasks.

Here is a summary overview of water in the small GVRD communities.

- Anmore is part of the GVWD and has its own water distribution system within its boundaries. The Village has two public works staff and they do much of the work needed to maintain and operate the water system, using contractors when needed.
- Belcarra does not have a community water system; individuals are responsible for their own wells.
- Bowen Island has six separate water systems, each serving a different neighbourhood. These systems were developed mainly by local improvement districts (a junior form of local government). Over time some became GVRD-administered systems. All became a municipal responsibility when Bowen incorporated in 1999. Homes outside these six areas rely on individual wells. Bowen has a total public works staff of three: a supervisor and two works coordinators, one of whom is principally responsible for water and sewer. Bowen contracts out most of the water system operating and maintenance work, including water quality monitoring, to a private company rather than hire its own staff.

- Lions Bay has two local water supplies which are part of the municipal infrastructure. The Village relies on outside contractors for much of their water system maintenance and improvements.
- TFN has a separate water system, including three supply wells, for Tsatsu Shores. The rest of the Tsawwassen First Nation properties use GVWD water, delivered by Delta through its pipes. Delta operates and maintains the water system in Stahaken. TFN has a three-person public works staff (excluding a custodian) whose responsibilities include some system maintenance work. Like the small municipalities, TFN uses contractors as needed.

There are some cases where one municipality supplies water to a neighbour because its lines are closer than are the host's lines. While not rare, they are not very common. For example, Port Moody buys water from Coquitlam, delivered through Coquitlam's pipe rather than the GVWD pipe, for a small section of Port Moody that is far more easily served from the Coquitlam side of the boundary.

In the case of Electoral Area A, UBC buys its water from the UEL, which in turn buys it from the GVWD. UEL bills UBC based on volume.

## **Sewage**

The GVSDD operates five sewage treatment plants and a network of truck lines and lift stations to feed them. It has approval authority for all new sewer connections in the member areas in order to regulate the amount and nature of effluent that it must transport, treat and dispose of. This authority also helps ensure that the GVSDD system's capacity can be managed properly and that proper planning of core infrastructure can be implemented.

Most municipalities in the region belong to the GVSDD, so they do not need to own or operate their own sewage treatment plants or disposal facilities. As with water, the municipalities are responsible for their own service lines and local collectors. The pipes, valves, lift stations, pumps and other infrastructure that in the end connect to the GVSDD system are the responsibility of the municipality, as is the maintenance, repair, monitoring and administration of the system. The municipality must also develop policies and plans to manage future extensions and expansions in accordance with other aspects of its community development goals.

The larger municipalities can provide most of the resources needed for these tasks with their own staff. The smaller members can't rely on in-house staff resources as much and, as with water and road works, the need for contractors and outside specialists rises as the community size falls.

Not all the GVRD communities are on sewer systems, and some have limited area systems.

- Anmore and Belcarra do not have community sewer systems. Residents use on-site septic disposal systems. Maintenance and operation are individual responsibilities.
- Most of Bowen Island is on individual septic systems, though there is a sewage system (collection, treatment and disposal) in the Snug Cove area.
- In Lions Bay, the Kelvin Grove subdivision is served by a municipal sewer system (collection, treatment and disposal) but most of the municipality uses on-site septic systems.
- UBC and the UEL are part of the GVSDD system, but the rest of Electoral Area A is essentially without sewers and relies on septic on-site disposal.
- In terms of TFN, the Stahaken homes are part of the GVSDD system, through Delta's municipal collectors. Tsatsu Shores, some beachfront homes (Northwest Holding Society), and the residential part of the reserve to the north connect to a separate TFN system that includes collectors and a treatment plant at Falcon Way. TFN staff perform some

maintenance and contractors are used when necessary. The remaining beach front homes and the commercial properties rely on their own on-site septic disposal systems.

### ***Roads, ditches and drainage***

All municipalities have roads. Municipalities are responsible for building, planning, operating, maintaining, and repairing them (except arterial highways, which are a provincial responsibility). Public roads exclude private roads like those on some bare-land strata title properties. Municipal roads range from one-lane gravel roads to major thoroughfares with left turn lanes, bus pullouts, and traffic lights.

The municipal budget category for roads is often called “road transport”, “transportation”, or “engineering”, and it includes a number of important functions that are not strictly road-based. Typical components and functions of the category are as follows. Not all municipalities have this full array of services and functions, but all municipalities have many of them.

- Roadway patching, sealing and dust control
- Roadway snow and ice removal
- Roadway cleaning and sweeping
- Shoulders and boulevards
- Storm drains, ditches and culverts
- Sidewalks
- Street lighting
- Bridges and rail crossings
- Signs and traffic controls
- Rail crossings
- Airports
- Wharves and docks
- Transit
- Public works yard and shop for materials and equipment
- Dikes are usually also part of this municipal department but they are discussed separately here (see next section).

In addition to the in-field work, there are also a number of administrative functions associated with maintaining the municipal transportation infrastructure. For example, a capital program for road improvement, major rehabilitation, and expansion must be developed and reviewed on a regular basis. Transportation infrastructure projects almost always account for the largest share of a municipality’s capital spending, so there is a great need for careful planning and coordination. Also, the municipality sets its own road standards and policies, so effort is required to ensure these meet the needs of the residents. This requires an ongoing effort of engineering resources.

Municipalities must consider numerous factors when prioritizing the expansion of a road, including these.

- **Cost:** How much will the work cost and how can this be funded? Is this a project that is part of the development cost charge (DCC) list? If so, DCCs can be used; if not, where will the money come from if not taxes?
- **Safety:** Are the works needed to avoid a serious safety concern? If so, it should receive higher priority.
- **Benefits:** Will the municipality’s taxpayers see a benefit from this project? Will it serve commuters who are passing through more than locals?
- **Effect:** Will the expansion have a wanted or unwanted effect on adjacent neighbourhoods? Will it accelerate the need for improvements to nearby roads, or will it relieve this need?

- Growth: Is the expansion needed to help achieve the community goals of the OCP?
- Coordination: Will this road project pre-empt needed works on water, storm or drainage systems? If so, should the project be rescheduled to better fit plans for water, sewer or drainage improvements?
- Transit and traffic: Is the project consistent with policies for transit and traffic management?
- Capacity: How big should the road be? Where is the balance between creating long-term capacity now and spending money before all the capacity is needed?

The length of roads among GVRD municipalities is as varied as the populations. The following figure shows the road lengths in kilometres.

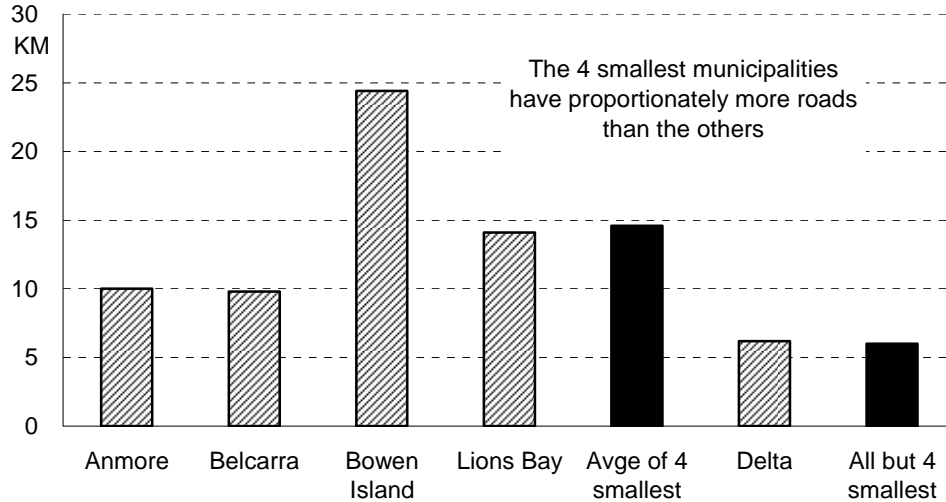
*Road Lengths in GVRD Municipalities*

	Km of roads	Pop'n	Km per 1000 pop'n
Anmore	15	1,496	10.0
Belcarra	7	716	9.8
Bowen Island	79	3,244	24.4
Burnaby	860	205,261	4.2
Coquitlam	544	122,696	4.4
Delta	621	100,571	6.2
Langley City	81	24,577	3.3
Langley Township	889	91,359	9.7
Lions Bay	20	1,419	14.1
Maple Ridge	453	71,359	6.3
New Westminster	239	59,426	4.0
North Van. City	176	48,136	3.7
North Van. District	791	85,839	9.2
Pitt Meadows	107	16,148	6.6
Port Coquitlam	233	57,308	4.1
Port Moody	110	26,690	4.1
Richmond	576	174,201	3.3
Surrey	2,055	390,145	5.3
Vancouver	4,131	568,442	7.3
West Vancouver	312	42,867	7.3
White Rock	89	19,539	4.6

Source for km data: CivicInfo BC

The GVRD's small municipalities are much less densely developed than are the larger ones. As shown in the next figure, Anmore, Belcarra, Bowen Island, and Lions Bay have, on average, over twice as much road length per capita as the others, including Delta. Bowen Island in particular has very long roads in relation to its population. While a lower density reduces the need for traffic management, it may work against maintenance efficiencies, as there are fewer taxpayers per kilometre of road to help pay for it. There is often a link between road lengths and the existence of a community sewer system. Without community sewers, lot sizes must be larger in order to provide the on-site capacity for individual septic systems.

*Km of Road Per 100 Residents*



All municipalities use contracted services for at least some components of road work. Even Vancouver, with over half a million people and 4,130 km of roads, does not operate its own concrete plant. However, the larger the municipality, the more likely it is to economically have its own crew, material and equipment resources rather than contract out.

The maintenance of roads, ditches and drainage – but particularly the roadway itself – can be one of the largest items in the municipal budget.

In general, all the municipalities use their own employees for routine maintenance to roads, ditches, and storm drains. Road improvements like repaving, rehabilitation, and construction usually require contractors because the municipality does not have the staff, equipment and specialized experience for major works. It would be uneconomical to build this capacity into the municipal operation because the costs would be prohibitive and there would be no need for these resources most of the time. As with all municipalities, the setting of road standards and policies is up to the municipal council. Staff must prepare, or arrange to have prepared, enough information to allow councils to develop policies and priorities that not only meet the needs of the residents and the flavour of the community but also provide a satisfactory level of safety, efficiency, and convenience.

- Anmore has two public works staff for roads and water.
- Belcarra has a works crew of two for routine road maintenance. Note that the public works superintendent also serves as the municipal building inspector. Belcarra is responsible for the road to the regional park, and if the road meets certain GVRD standards it qualifies for funding assistance from the GVRD.
- Bowen Island, which has more roads than the other small municipalities, has three public works staff, two of which deal mainly with road and drainage matters (one deals mainly with water and sewer). However, Bowen has just recently become responsible for its own road maintenance. As part of Bowen's transition to municipal status, the province agreed to have its contractor continue to maintain the roads at no cost to Bowen for the first five years. Bowen and the province recently reached an agreement to end this a bit early, and starting in 2004 Bowen will have full responsibility. It has signed a deal with a private contractor for winter maintenance (November through March). It has budgeted money for summer maintenance on a temporary basis while they assess the contracting system.

- Lions Bay has four public works staff for roads, water and sewer. They perform all the routine maintenance; contracts are used for special works. The province is responsible for the Sea to Sky highway that bisects the community.
- The UEL maintains its own roads, storm drains and street lights (as well as its own water distribution and sewer collection systems). This is unusual for an unincorporated area; elsewhere in BC the provincial contractor looks after roads outside municipalities. The UEL has its own crews and equipment for normal road maintenance and uses contractors as needed for larger projects.

## **Dikes**

The provincial Dike Maintenance Act establishes the office of an inspector of dikes with the power to ensure dikes are properly constructed and maintained. The act applies to various types of diking authorities – municipalities, regional districts, improvement districts, and other bodies. S. 2 of the act sets out the general authorities of the inspector, as follows.

- The inspector has general supervision of all dikes and the operation of all diking authorities relative to the construction and maintenance of dikes.
- The inspector has the power to do one or more of the following:
  - Enter on any land and on a dike at any time;
  - Require a diking authority to repair, replace, improve or remove a dike, or a part of a dike, or anything used in connection with a dike;
  - Require a diking authority to construct or install works that are necessary to protect a dike or to increase its efficiency; and,
  - Authorize the use of a dike for various uses.

The inspector monitors the inspection and work done by the local diking authority, like (in the GVRD case) a municipality like Delta or Richmond. The diking authority is required to file a “Confirmation of Annual Dike Inspection” form with the inspector, and is further asked to include a “Flood Protection Inspection Report”.

Dike inspection includes these tasks:

- Trimming vegetation low enough (under a foot) so that the surface of the dike can be examined for cracks or other potential problems.
- Checking for seepage or leakage on the inland side.
- Checking for rodent activities (holes, borrows, etc).
- Checking the stability of soils and rocks on both sides.

There is no special certification for dike maintenance and inspection. The province offers seminars and training for local staff periodically.

The equipment needed for dike maintenance is generally the same as for road, water and sewer maintenance, though an extension mower blade is usually needed for trimming (the blade can usually be mounted on a regular backhoe or track vehicle).

Municipalities like Richmond and Delta usually factor dikes into their emergency preparedness plans, since dike failures can have such widespread consequences.

There appears to be no formal, special arrangements for the coordination of dike maintenance at the boundary between two municipalities. For example, the Richmond dike along the north arm of the Fraser

River continues into New Westminster, but the two municipalities coordinate their maintenance through informal communications at the staff level.

The inspector has the power to order that the local authority fix a problem. Such work, as with inspections and routine maintenance, is paid for by the local government. This may pose a problem in two cases:

- If the authority is a very small body with limited financial resources – like the Barnston Island Diking Authority – it may simply be unable to afford the required works. Forcing it to spend the money could result in the body simply disbanding itself. This would leave the province as the authority.
- The authority may be a more robust local government like a large municipality, but the project may still be large enough to impose a financial burden. Clearly, the municipality is unlikely to consider dissolution (which would require provincial approval in any case).

When circumstances warrant it, the province has provided funding assistance for such works, sometimes up to 75% of the total cost. However, this is no longer part of an established program and funding would be assessed on a case by case basis. Local property taxes remain the main funding source for dike maintenance and improvements, as they are for roads and drainage.

Delta and Richmond both maintain dikes.

- Richmond has about 42 km of dikes; 36 are river dikes and 6 km are sea dikes. The staff who do the inspection, maintenance and repairs are assigned to other public works tasks too and are not limited to dike work.
- Delta crews also maintain dikes, including those on TFN lands such as the Tsawwassen breakwater that serves as Tsawwassen Drive. Delta bills TFN for the work it performs there.

### ***Garbage Collection***

All the municipalities in the GVRD, along with UBC and the UEL, have organized garbage collection and recycling. While some municipalities use their own crews for this function, it is very common for them to contract with private companies. In many communities there is mix of both. For example, the City of Vancouver uses its own crews for collection at homes and lets commercial and apartment users choose whether they want the City or a private contractor to serve them.

Delta contracts out this service. Among the smaller jurisdictions in the GVRD, contractors are also preferred by municipal councils. Anmore, Belcarra, Bowen Island, Lions Bay and TFN all use private companies for their garbage and recycling collection.

### ***Fire Protection***

Almost all the municipalities in the GVRD have their own fire departments. Fire departments respond not just to fires but also to auto accidents, medical emergencies, and various other distress calls. They also perform safety inspections and put on public education and awareness programs.

The larger municipalities usually have professional fire fighters and fire department administrators, as well as a full complement of equipment and gear. Delta, for example, has 150 professionals and six fire halls.

The smaller municipalities generally have a professional fire chief and an all-volunteer fire fighting force (Delta itself has some volunteers at its East Delta hall). Equipment varies but generally doesn't include quite the same array as in the larger municipalities.

- Anmore and Belcarra share this service through the Sasamat Volunteer Fire department, which has about 33 volunteers and five vehicles (including two pumper trucks). The fire department is overseen by a committee through the GVRD.
- The Lions Bay's fire department has 28 volunteers. The department is a municipal function and the Village council is responsible for it.
- The Bowen Island fire department has a paid chief and an all-volunteer fire fighting team. It is under the jurisdiction of the municipality.
- TFN does not have its own fire department. Instead, it receives its fire protection through the Corporation of Delta. The Stahaken residents get this service as part of their lease agreements, but there is no formal agreement between Delta and TFN for protection to the rest of the TFN lands.
- The UEL and UBC share a large, fully professional fire department. Given the nature of potential calls to UBC and the size of its buildings, this department is staffed well beyond the levels normally associated with just the UEL population.

## **Police**

The Local Government Act states that municipalities over 5000 are responsible for their own policing. This means Anmore, Belcarra, Bowen Island and Lions Bay are not responsible for policing. The province provides this service to small communities through its contract with the RCMP; these staff members are called the RCMP provincial force.

Many of the municipalities over 5000 have chosen to contract the service with the RCMP, though some, like Delta, New Westminster, Port Moody, Vancouver, and West Vancouver maintain and operate their own independent police forces.

The smaller areas receive their policing in different ways. In general, policing staff are available to these communities at a lower level than in Delta (Delta has about 140 officers). Delta municipal council is responsible for the police department, whereas in the small communities this is a provincial responsibility.

- Anmore and Belcarra are policed by provincially-assigned members of the Coquitlam RCMP detachment.
- Bowen Island has an RCMP detachment on the island (these are provincially-assigned officers).
- Lions Bay is policed by the provincially-assigned members of the Squamish RCMP detachment.
- TFN is generally covered by the federal detachment officers at the Surrey office, though Delta police respond when called.

## **9-1-1 Telephone Service**

The 9-1-1 emergency response telephone service is provided by E Comm (Emergency Communications for Southwest British Columbia Incorporated). It coordinates emergency calls for police, fire, rescue, and ambulance and dispatches assistance in response. It is funded in part by taxes through the GVRD. It is one of the GVRD's six core regional functions, like air quality and regional parks, and not a local function.

All taxpayers in the region pay into this service. Many of the responding organizations, like fire or police, are municipal services, but the 9-1-1- service itself is not.

## ***Building Inspection***

Virtually all local governments in the GVRD require building permits and building inspections in order to ensure structures comply with the building code. Two exceptions to this are UBC, where the local government usually responsible for building permits and inspections – the GVRD – leaves this up to UBC itself; and the UEL, where the process is technically a provincial function because UEL is not a local government in this sense.

The larger municipalities have their own staff for these functions because the volume of permits and inspections justifies it. Few small municipalities, however, use their own staff for this. Instead, they contract the service to an individual or neighbouring municipality. Because the volume of permits changes from year to year, it can be difficult to predict the need for this service. A large municipality can reassign staff to other functions if building activity falls, or even lay staff off, but a small municipality might be in a more difficult position because it likely doesn't have many other areas for reassignment, and it may be difficult to rehire when building activity picks up.

Contracting is a good solution for a small municipality. Other options include having a staff member fill more than one role from the start or using part-time staff.

- Anmore uses a contractor based on an hourly rate. This allows a good way to match costs with building activity.
- Belcarra doubles up on staff responsibilities. The public works superintendent is also the building inspector.
- Lions Bay has its own building inspector but it is a part-time position, not full time.
- Bowen Island, which processes more applications than the other three municipalities, contracts this work out to a local individual. The contract calls for a basic rate for a certain amount of time, which guarantees the contractor some income stability, with extra charges if the work exceeds the basic allowance.
- TFN provides this function with staff from its lands department, which is also responsible for bylaw enforcement, surveys, subdivisions, and other services.

## ***Animal Control***

Most, but not all, GVRD municipalities have a dog licencing bylaw and make arrangements for enforcement. Larger municipalities can have their own staff for this, but some choose to contract the control of dangerous dogs to an agency (for example, the SPCA) or a person. The smaller the municipality, the more likely it is that the service is contracted out. Animal control generally falls under the category of bylaw enforcement, though some municipalities separate the two functions.

The small communities in the GVRD use various ways to provide animal control.

- Anmore uses the SPCA for this function, but on a per-call basis rather than a standby contract basis.
- Belcarra also uses a per-call service from the SPCA.
- Bowen Island has a contract with an individual for bylaw enforcement, which includes animal control, parking, and other regulations.

- Lions Bay recently ended its contract for this service; the contract was, like on Bowen, for bylaw enforcement rather than just animal control. Lions Bay is currently exploring a partnership with the District of Squamish for bylaw regulation services.
- TFN has a monthly contract with the SPCA for animal control for all but Stahaken, where Delta provides the service.

### ***Land Use Planning***

Large municipalities have their own trained staff to develop land use plans and community policies, interpret regulations, present material to the public, process applications for rezoning and subdivision, advise council on community development issues, undertake special studies, and so on.

Smaller municipalities generally rely on contractors for most of these services rather than have their own staff. Outside help is especially used for large, sporadic projects like updating the OCP. Because growth and development rates are generally slower in the smaller municipalities, the need for continuous help is not as crucial as it is in larger communities with more pressures for growth.

- Anmore, Belcarra, and Lions Bay all hire contractors to prepare plans and review applications and bylaws. There is little growth and development in these three communities.
- Bowen Island has much more development underway than do the other three. In addition, Bowen has always enjoyed a robust planning function as part of the Island Trust. Finally, Bowen's spread-out settlement pattern increases the need for service and planning coordination. These factors account for Bowen having its own full-time planner (plus clerical staff shared with the building department). Bowen also uses contracted planning services.
- TFN has a lands department to handle some aspects of planning but uses contract services as needed.

### ***Parks and Trails***

The GVRD owns, develops, operates and maintains a number of regional parks throughout the region. This is one of the six core GVRD functions (and the only GVRD function that Abbotsford participates in). Municipalities have their own array of local parks and amenities that they are responsible for.

Larger municipalities have their own parks and recreation departments, so they are equipped to operate and maintain their parks and trails with their own staff. The actual maintenance work could be done by staff in the public works department but it is then charged to the parks department; either way, municipal staff does the work.

Smaller municipalities have far fewer parks, trails and other recreational amenities and thus have a much lower need for staff to maintain them. In fact, the small communities in the GVRD have almost no parks or trails.

- Anmore: The same public works staff that looks after roads also provides whatever work is needed on trails and pathways.
- Belcarra: Like Anmore, Belcarra uses its public works staff for the limited work it needs done on trails, pathways, and other outdoor amenities.
- Bowen Island does have community parks and an array of community facilities, and it coordinates various recreation programs offered at these facilities. It employs one full-time and three part-time staff for coordination and programs. Work on parks requires relatively little resources but it is done by municipal staff in conjunction with other duties.

- Lions Bay, like the other three, uses existing public works staff to deal with the maintenance of parks and trails.
- TFN does not really have any parks or trails to maintain.

## **Summary**

Small municipalities and large ones both share a common set of service obligations, including:

- Bylaw preparation and administration
- Accounting and record keeping
- Road and drainage responsibilities
- Subdivision approval
- Zoning and other land use regulations
- Tax collection
- Building inspection
- Participation in certain regional district functions

However, there are a number of services that are generally only found in large municipalities, or are found in much greater depth and scope:

- Responsibility for policing, including their own police building in many cases
- Fully-professional fire departments
- Traffic management infrastructure
- Recreation facilities (pools, arenas, etc)
- Library
- Bylaw enforcement

Other differences between small and large municipalities include:

- Small municipalities usually have modest public works departments with limited vehicles (for example, a truck, backhoe, Bocat, mower, etc) and few employees. Large municipalities have extensive lists of basic, specialized, and large capacity equipment, and have specialized staff for them.
- A small municipality might have five computers networked together, with no technical staff. Large municipalities often have whole information systems departments and hundreds of networked computers.
- Small municipalities must use outside sources for many administrative services that can be provided in-house in large municipalities (for example, Freedom of Information matters, or personnel departments for hiring and benefits management).
- Smaller municipalities can suffer from greater disruption in information processing due to normal occurrences like illness and vacation. Large municipalities usually have sufficient staff to make up for absences.

The opportunities to gain service efficiencies can be different for small municipalities than for large ones. There are a number of factors working to the advantage of large municipalities, including:

- Lower pricing of materials due to large volume purchases.
- The ability to shift resources like staff and equipment as needed, and quickly, because they have a bigger array of resources on hand.
- The ability to have specialized staff for particular functions (like water, personnel, etc) rather than general purpose staff.

Small municipalities may have these advantages:

- More flexibility to use contracts for a variety of basic services on an as needed basis rather than hire own staff.
- Greater ability to gain small-scale efficiencies from having staff perform multiple functions.
- Reduced need for administration coordination of multiple departments, as there are fewer departments.
- Enhanced personal interaction between the public on the one hand and both elected officials and staff on the other. This includes the ability of citizens to converse better with elected officials and thus have more influence on and awareness of local matters.

Being small doesn't mean that all normal municipal services are unaffordable or uneconomic. BC has many examples of very small (under 750) municipalities with a good array of facilities and services, though most are modest. The Village of Sayward, for example, with about 390 people, has:

- A library
- A water supply and distribution system
- A sewage collection, treatment and disposal system
- A gymnasium/auditorium with day care centre and seniors' room
- A fire department (shared with the 600 residents in the surrounding area)
- Several community parks (including a ball field)
- A small indoor pool

Note that the pool and recreation centre were built by a timber company years ago, and it could be argued that the taxpayers wouldn't have been able to afford them on their own. The other services, though, were built, and are operated, without financial help from industry.

Clearly, the array of facilities and services in a small community depends on affordability. Those communities with strong industrial tax bases can afford to spend more because industry picks up some (or in some cases, most) of the tax load. Without industry or business – and many small municipalities are in this position – spending on services must be very carefully prioritized.

In the absence of a significant industrial tax base, services that are the most likely to be unaffordable or uneconomic for very small communities include:

- Police department (though in BC a municipality under 5,000 is not responsible for policing)
- Major recreation facilities (arena, pool, rink, etc)
- Extensive parks and playgrounds
- Full time personnel for building inspection
- Full time personnel for land use planning
- Full time personnel for bylaw enforcement

Note that a very small community could also have difficulty establishing a fire department. The equipment and a fire hall might be obtained at affordable rates, and the operating cost of the service may be offset to some degree by lower fire insurance premiums, but it could be difficult to ensure that a adequate roster of volunteer fire fighters is always available. By the time a community's population falls to under 400 or so, this could be a real problem. There are communities of 300 that have fire departments, but maintaining an adequate force is an ongoing concern.

# **4. Boundary Roads and Shared Services**

## ***Boundary Roads***

Many municipal boundaries do not follow road allowance boundaries. Instead, they run along the backs of lots, so there is no particular issue about who is responsible for roads. However, the boundary could follow a road allowance – either along one edge (leaving the whole road in one jurisdiction) or down the middle (leaving both parties with a share of the road).

Creating a boundary between two jurisdictions by following one side of a road raises certain difficult issues.

- **Subdivision:** The body approving subdivision and development might not be the body with responsibilities for road access, intersections and traffic flows. Some mechanism should be considered to ensure a process for resolving conflicts on such issues.
- **Storm drainage:** Storm drains are usually part of the road allowance. This means that one municipality's drainage facilities will probably have to carry run-off from the other municipality. Should there be compensation for this? What coordination should there be in the development of road and drainage plans between the two jurisdictions?
- **Expropriation:** If expropriation of property is needed to widen a road, who should have that authority – the municipality owning the road or the municipality with the land?
- **Development cost charges (DCCs):** Municipalities use DCCs to help pay for the expansion of infrastructure to accommodate growth. If the boundary follows one edge of the road allowance, the road-owning party might end up having to spend substantial sums as a result of growth in the other jurisdiction.

These can be serious issues, and so it is more common to use the middle of the road as a boundary. However, there are still matters to consider.

- **Subdivision and development:** As above, there is the potential for disagreement over growth and development along a common road.
- **Standards:** Who is to be responsible for setting, implementing and enforcing safety standards? There could be problems if there are two standards, though these might not necessarily be crucial. For example, UBC and the UEL share a road near University Boulevard, and for some time the UBC side has had much better pavement than the UEL side (the area is now under reconstruction). Nonetheless, this could be an issue depending on how different the standards are.
- **Liability:** What would each party's liability be in the event of accidents or damages?
- **Practicality:** It would be awkward to split a one-lane road in half because it is impractical to maintain only half a road width. However, a three lane road could be split 2:1, with one party being responsible for two lanes.
- **Efficiency:** Who can most efficiently maintain the road, especially if it is isolated? Would one party have to travel through the other in order to get back to its own road?
- **Transit:** Would the parties agree on transit services on shared roads? What about the cost of bus pull-outs on one side in a shared stretch?
- **OCP:** What role would each party have in the impacts of the other's OCP in terms of designating collector or arterial roads? Would one have to accept a traffic load designation that the other chooses?

- Ancillary services: How would water mains, sewer pipes, storm drains, and other utilities be installed and maintained? Would there be two sets of water lines?
- Traffic controls: Would both parties see the same need for non-essential elements like traffic controls and pedestrian lights?

While this list might make it seem that using the middle of a road as a boundary is unwise, there are in fact many cases where this boundary system is used and presents no serious problems. In many cases – like Abbotsford-Chilliwack, and North Vancouver City-North Vancouver District – each municipality performs routine maintenance on its half of the road. However, for capital works, like substantial repairs or improvements, it is common for the two parties to undertake the work on both sides at once, since this makes more sense in terms of efficiencies, timing, and cost. In such cases, one municipality can contract out the whole project and simply bill the other for its share.

S. 27 of the Community Charter makes a special reference to intermunicipal boundary roads:

*In the case of an intermunicipal boundary highway,*

- (a) the councils of the applicable municipalities have joint jurisdiction over the highway,*
- (b) unless the councils agree otherwise, the highway must be opened, maintained, kept in repair and improved by the municipalities, and*
- (c) bylaws respecting the highway must be mutually acceptable to those municipalities or be in accordance with an intermunicipal scheme under section 14 [intermunicipal service, regulatory and other schemes] in relation to the highway.*

In general, the management of shared boundary roads between two municipalities has worked quite well. Most municipalities do not have a formal agreement on maintenance. Instead, it is handled at the staff level, not the political level, in most cases.

However, more formal arrangements can be developed. For example, Coquitlam and Port Coquitlam have agreed on a policy for the division of responsibilities on shared boundary roads. In essence, they have agreed that one will maintain the whole of certain shared roads and the other will look after the other shared roads. The policy (see Appendix 3) defines what “maintenance” means, sets out access rules, and provides for the funding of capital improvements.

Similarly, there are seldom significant issues associated with maintenance or operations where a road leaves one jurisdiction and enter another. This is not to say that problems never arise. There was a recent dispute between New Westminster and Coquitlam over the replacement of the Braid Street bridge that resulted in New Westminster erecting barriers to stop Coquitlam traffic from entering; Coquitlam took the matter to court, and won.

This is a very rare example. Bearing in mind the hundreds of roads that cross into a neighbouring municipality, the scarcity of meaningful problems suggests this issue is not a serious matter, and there seems to be a consensus among municipal staff on this point.

## **Shared Services**

There are many examples of shared services between neighbouring local governments in the GVRD. The examples here illustrate some of them.

- Stahaken-Delta: The Stahaken part of the TFN receives a wide array of Delta’s municipal services, including road maintenance, street lighting, garbage collection, building inspection, animal control, fire protection, water, sewer, and others. The residents are bound by the

provisions of Schedule “B” to the 1985 lease between Canada and Stahaken Developments Ltd. (a TFN-based enterprise) under which the area was developed. The lease requires adherence to a number of Delta’s regulations, including zoning bylaw, building bylaw, subdivision bylaw and other municipal regulations. The lease terms expire in 2092. Stahaken property owners pay Delta directly for their services, including water, sewer and garbage. TFN also bills them for the difference between what they pay to Delta and what the total tax bill would be if they were a regular part of the municipality, so in the end the owners pay essentially the same tax bill as if they were elsewhere in Delta.

- Vancouver-Musqueam (see Appendix 4): The City of Vancouver provides the same services to the Musqueam Band development on Marine Drive near UBC as it does to the adjacent city residents – that is, a full slate of municipal services, including water, sewer, drainage, roads, street lights, garbage collection, fire protection, policing, library access, and so on. Like the Stahaken agreement, the Band agrees to ensure that all City bylaws, regulations, standards and restrictions are followed. The Band pays the equivalent of the City tax rate on assessed property values, plus the normal City user fees for water, sewer and garbage. An unusual feature of the servicing agreement is that the City actually owns the related infrastructure, including the water system, the sewer system, the street lights, and the streets, curbs and gutters. Expansions of services to accommodate growth and new development would be at the Band’s expense. The City is looking to update and replace the original agreement with a new one.
- Chilliwack service agreement (see Appendix 5): The City of Chilliwack has recently developed a template for service agreements with First Nations. Under the agreement, the First Nation would pay the normal municipal tax rate after deducting the amount related to services that are not delivered. For example, if the non-delivered services account for, say, 25% of the total City budget, the rate would be 75% of the City rate. Also, the bill is further reduced by a credit given the First Nation for its own administration costs. Non-delivered services include at least land use planning, business development, weed control, and building inspection, plus any other the two parties agree should not be part of the agreement. The First Nation agrees to pay user fees for water, sewer and garbage at normal City rates. The agreement sets out a dispute resolution process.
- Katzie First Nation: The KFN have several servicing agreements with municipalities, each for different reserves.
  - With Pitt Meadows: The KFN buys sanitary sewer and fire protection services from the District of Pitt Meadows. Under the agreement, KFN paid the municipality for the cost of extending, and oversizing, the trunk sewer line on Bronson Road to the edge of the reserve (lines on the reserve are a KFN responsibility). The sewer service is only for the residential properties of KFN members. KFN pays a per-dwelling sewer charge that includes the costs of operating, maintaining, and financing the construction of the sewer infrastructure related to the Katzie reserve. KFN also pays a per-capita amount for fire protection, determined by dividing the total annual cost of fire protection for the municipality by the total population served. The agreement requires KFN members to abide by certain fire standards and fire safety inspection processes.
  - With Langley Township: This agreement for water service is limited to a maximum of 30 homes. KFN is required to pay the normal Langley water tolls (these are based on metered flows) as well as reimburse the municipality for maintenance it does on the trunk line.

- With Surrey: KFN buys water for its reserve on Barnston Island from the City of Surrey, for a maximum of 50 homes. KFN built the water connection across Parsons Channel at its own expense. The costs are based on the volume consumed and the City's normal rate for metered customers.
- Squamish First Nation: The SFN have entered into an Interim Agreement with West Vancouver for an array of municipal services including police, fire protection, water and sewer. Discussions have been underway for some time to replace this with a long term agreement but one has not been signed yet. The services are provided to both residential and non-residential SFN properties. The parties agreed to cooperate in dealings with the provincial and federal governments to resolve and clarify matters involving legal liabilities that might be associated with delivering the services.

### ***Water Service Sharing***

Examples of arrangements for the sharing of water include:

- Katzie First Nation (see above)
- UBC-UEL: The GVRD sells water to the UEL for its residents. The Greater Vancouver Water District (GVWD) charges the UEL 20% more than the municipal rate (\$0.2681 per cubic metre compared to the municipal rate of \$0.2234). The UEL in turn delivers the water to individual properties and bills its customers. In addition, the UEL sells UBC its water, adding an administrative charge of 10% to the price.
- Port Moody-Coquitlam: Port Moody purchases most of its water directly from the GVWD as a normal municipal customer, but one small area can be much more efficiently served from Coquitlam's water system, so the two municipalities have agreed that Port Moody will buy this water as a customer of Coquitlam's.

### ***Recreation Service Sharing***

Residents in many areas of the GVRD often use parks, pools, arenas and other recreation facilities in nearby municipalities for both organized activities and casual use. In some cases it was felt that the best way to provide certain recreation services was to pool them so that the partnering municipalities could resolve different views about who was subsidizing whom, and so that more efficient use of facilities could be made in an equitable fashion.

An example of this is North Vancouver City and North Vancouver District, which have established a joint recreation commission to operate major facilities like the North Shore Recreation Centre on Lonsdale. The council of each municipality appoints members to the commission and the commission operates and manages the facilities. The taxes required to make up the difference between user fees and the total costs are split between the two on the basis of where the users live. Periodic surveys are undertaken to establish each municipality's portion of the user base and this determines the shares of the tax load.

### ***Library Service Sharing***

Many larger municipalities run their own library, but not all the smaller communities have their own. Because library services are so heavily reliant on taxes, many municipalities charge outsiders more for a

library access card than they charge their own residents. This is done to compensate for the lack of taxes from outsiders. Port Moody and Coquitlam do this. However, these two municipalities have agreed to honor each other's library cards, so citizens of one can use the other's library with no surcharge.

Note that Delta does not run its own library system but is part of the larger Fraser Valley Library District, which has 13 municipal members and two regional district members.

## **Fire Service Sharing**

Most municipalities have a mutual aid fire protection agreement with neighbours whereby each pledges to assist as possible when asked. This is not the notion of a shared service generally discussed here. There are several examples of fire service sharing in the GVRD, including these.

- Municipality-First Nations: As mentioned in the examples above, the Stahaken, Katsie, Musqueam, and Squamish all receive fire protection from their respective municipal neighbours. There are other cases of this that are not listed here.
- UEL-UBC: The UEL administers a large fire department that also serves UBC. The capabilities of the department are suited to UBC, where there are complex, large structures, and the needs of the UEL community would not ordinarily warrant such capacity. The fire department is part of the UEL operating budget. When determining the UEL tax requirement for fire and other local services, the province deducts a large portion of the fire costs from the UEL's responsibility, so residents are not paying the full tax load of the fire department.
- Belcarra-Anmore: These two small municipalities are both served by the Sasamat Volunteer Fire Department. The department is administered by a GVRD committee and funds are generated via a GVRD tax for the service. There are two fire halls (one in each community).

## **Access Provisions**

Virtually all of the agreements regarding shared services involve rights of access to maintain, inspect, and repair the service infrastructure. Many of the agreements stipulate that the service user must grant an easement or right of way to the service provider to ensure access. As a result, access has not generally been an issue in the agreements.

One example of notice for access comes from an agreement between Delta and BC Hydro that allows Delta to construct and repair drainage works on a Hydro property. A section of this agreement reads as follows:

*Except in emergencies, no repairs to the Works shall be commenced until [Delta] has delivered to Hydro reasonable prior written notice of its intention to commence such repairs, together with a reasonably detailed statement of the nature and extent of the repairs and applicable drawings. If the repairs could reasonably be expected to affect works of Hydro or Other Parties, [Delta] shall give not less than 30 days prior written notice.*

As another illustration, the access provisions in the Musqueam First Nations-City of Vancouver servicing agreement are presented below. Bear in mind that the City provides a comprehensive list of services to the

MFN – in fact, the full slate of municipal services – so the agreement tends to be farther reaching in its scope than would be warranted for a smaller array of services.

*The Band hereby grants to the City, its servants, agents, contractors, subcontractors, workmen, officials, licensees, successors and assigns, all rights of access to, in, under or over the Reserve Lands to the extent reasonably required by the City for the purpose of performing its obligations under this Agreement. In particular, but without limiting the generality of the foregoing, for that purpose the Band hereby grants to the City, its servants, agents, contractors, subcontractors, workmen, officials, licensees, successors and assigns the full, free and uninterrupted right, liberty and license to enter upon, with all manner of vehicles, tools and equipment, to dig up the streets on, any and all areas of the Reserve Lands, provided that:*

- (a) The City shall exercise its rights under this section in a reasonable manner so as to minimize inconvenience to the residents or other occupants of the Reserve Lands and which minimizes damages;*
- (b) The City shall not exercise such of its rights under this section as can be reasonably foreseen to be likely to cause irreparable damage to the Reserve Lands without first obtaining the written consent of the Council of the Band except in an emergency; and*
- (c) The City shall only exercise the rights granted to it pursuant to this section for the sole purpose of providing Municipal Services to the Reserve Lands.*

# 5. Financing of Services

---

## Sample Financing Questions for the GVRD

1. *How does GVRD assess costs associated with the services it provides and how are those costs recouped? How does GVRD forecast the future needs of the region?*

Regional districts are required to fund each function as a separate entity. Money budgeted for one use – say, regional parks – can't be used for another, like 9-1-1 service. Each year a budget is developed for each function. The budget includes the operating costs, capital needs, and other annual spending like transfers to reserves for future needs. It also includes revenues projections, like taxes and, where applicable, user fees and other associated revenues. The budget must balance. The GVRD has professional administrative staff to help keep track of departmental costs. Each year a draft budget is prepared for each function at the levels needed to meet the objectives for the service that have been set by the board. After discussion and revision, the board adopts the budget bylaw. The reliance on taxes for the recovery of costs varies among the functions. The basic GVRD services (regional parks, air quality, etc) rely heavily on taxes; water and sewer rely on usage levies; and the housing department relies on rent revenue.

The GVRD uses the growth projections and assumptions from the members' official community plans as the main basis for forecasting the region's future needs.

2. *Are there differences in the services the GVRD provides to member municipalities and electoral areas? How are costs calculated and recouped from each?*

### GVRD Services

All member areas – municipalities and the electoral area – participate in the funding of the GVRD's six basic regional functions: general government, air quality, regional parks, labour relations, strategic planning, and 9-1-1 service. Most but not all are members of the almost-region-wide Water District and the Sewerage District, too.

However, the GVRD also provides local (as opposed to regional) services to Electoral Area A that it does not provide in municipalities. These electoral area services are:

- Land use planning for parts of Electoral Area A (mainly the OCP for UBC, and zoning for all but UBC, the UEL, and Barnston Island).
- Building inspection for all parts of Area A except UBC and the UEL.
- Funding for the Fraser Valley library system (applies to all of Area A except UBC and the UEL).

In addition, the GVRD serves as the funding conduit for the Sasamat Volunteer Fire Department that is shared by Anmore and Belcarra.

The costs of each regional function are recorded and budgeted separately from the other functions, and each has its own tax needs. The total taxes are apportioned among the members on the basis of their weighted tax bases. The provincially-set hospital tax ratios are used to determine the weighted values (weighting assigns more value to industrial and business properties than to

residential properties). If your share of the weighted tax base is 12%, you pay 12% of the total taxes needed for that function. This applies to the six basic GVRD regional functions. Two functions have a slight variation on this, though.

- The total tax base is a bit larger for regional parks than for the other five functions because Abbotsford participates in this GVRD service (and only this one).
- For labour relations, one quarter of the tax load is apportioned to all members (excluding Abbotsford) and the remaining 75% is apportioned only to the 15 participating members. The non-participating members are Port Coquitlam, Richmond, Surrey, Bowen Island, Anmore, Belcarra, and Electoral Area A.

The GVRD sends a tax requisition to each municipality. The municipality then translates it into a tax rate and includes it on the tax notices it sends to residents. The municipality then forwards the funds to the GVRD after collection. For the electoral area, where there is no locally-based tax collector, the GVRD sends the tax requisition to the provincial Surveyor of Taxes, which then adds it to the individual property tax notices and forwards the money to the GVRD after collection.

While the costs of the six basic GVRD functions are apportioned to members based on property assessments, water and sewer costs are recovered by levies based on usage. Members with larger tax bases pay more of the taxes.

*GVRD's 2004 Tax Requisitions for the Basic Services*

	General government services	Air quality	Labour relations	Regional Parks	Strategic planning	9-1-1 telephone	Electoral & joint municipal services	Totals
Anmore	\$1,537	\$3,149	\$439	\$16,063	\$1,590	\$2,151	\$95,112	\$120,041
Belcarra	\$987	\$2,022	\$282	\$10,317	\$1,021	\$1,381	\$73,072	\$89,082
Bowen Island	\$4,484	\$9,184	\$1,281	\$46,854	\$4,637	\$6,273	\$3	\$72,716
Burnaby	\$181,210	\$371,117	\$258,213	\$1,893,311	\$187,354	\$253,496	\$109	\$3,144,810
Coquitlam	\$88,324	\$180,887	\$125,857	\$922,823	\$91,318	\$123,557	\$53	\$1,532,819
Delta	\$89,761	\$183,830	\$127,903	\$937,838	\$92,804	\$125,567	\$54	\$1,557,757
Langley City	\$17,923	\$36,706	\$25,539	\$187,261	\$18,531	\$25,072	\$11	\$311,043
Langley Township	\$72,714	\$148,917	\$103,612	\$759,724	\$75,179	\$101,720	\$44	\$1,261,910
Lions Bay	\$1,744	\$3,573	\$1,932	\$18,226	\$1,804	\$2,440	\$1	\$29,720
Maple Ridge	\$41,340	\$84,664	\$58,906	\$431,927	\$42,742	\$57,831	\$25	\$717,435
New Westminster	\$36,378	\$74,502	\$51,836	\$380,085	\$37,611	\$50,890	\$22	\$631,324
North Vancouver	\$47,244	\$96,756	\$67,320	\$493,615	\$48,846	\$66,090	\$28	\$819,899
North Vancouver	\$85,482	\$175,067	\$121,807	\$893,132	\$88,380	\$119,582	\$51	\$1,483,501
Pitt Meadows	\$9,404	\$19,258	\$13,399	\$98,250	\$9,722	\$13,155	\$6	\$163,194
Port Coquitlam	\$36,593	\$74,943	\$10,454	\$382,335	\$37,834	\$51,191	\$22	\$593,372
Port Moody	\$19,341	\$39,611	\$27,560	\$202,080	\$19,997	\$27,056	\$12	\$335,657
Richmond	\$170,477	\$349,138	\$48,703	\$1,781,179	\$176,258	\$237,482	\$103	\$2,763,340
Surrey	\$238,896	\$489,258	\$68,249	\$2,496,026	\$246,996	\$334,193	\$144	\$3,873,762
Vancouver	\$617,586	\$1,264,819	\$880,025	\$6,452,652	\$638,524	\$863,947	\$372	\$10,717,925
West Vancouver	\$78,091	\$159,931	\$111,276	\$815,912	\$80,739	\$109,243	\$47	\$1,355,239
White Rock	\$15,508	\$31,759	\$22,097	\$162,026	\$16,033	\$21,694	\$9	\$269,126
Electoral Area A	\$8,015	\$16,414	\$2,290	\$83,741	\$8,287	\$11,212	\$124,515	\$254,474
Abbotsford				\$504,275				\$504,275
<b>Totals</b>	<b>\$1,863,039</b>	<b>\$3,815,505</b>	<b>\$2,128,980</b>	<b>\$19,969,652</b>	<b>\$1,926,207</b>	<b>\$2,605,223</b>	<b>\$293,815</b>	<b>\$32,602,421</b>

## **Water Costs**

The GVWD charges member municipalities – as well as provincial institutions and Point Roberts – \$0.2234 per cubic metre of water. Two customers – the UEL and the Capilano hatchery – pay \$0.2681 per cubic metre (a 20% surcharge). The UEL in turn sells its water to UBC with a 10% administration mark-up.

Each member-customer then distributes its water to individual homes, businesses, farms, etc and charges user fees and/or water taxes to recover their costs. Their costs include not just the GVRD levy but the municipality's costs of operating and maintaining its own utility too. Delta, for example, charges an annual water fee of \$145 per home. Its total water operating costs are \$10.2 million, of which the GVRD levy is \$6.0 million.

Unlike many municipalities, the GVWD does not have a water development cost charge (DCC) to help fund expansions to the trunk water system. Delta's DCC for water is \$557 per single family home.

## **Sewer Costs**

The GVSDD has switched how it recovers its sewer costs from an assessment-based calculation to a flow-based calculation whereby a member's share of the total costs depends on the quantity (and to a degree, the nature) of effluent it puts into the system. In addition to the revenues from members, the GVSDD also generates funds from certain industries directly. These industries must obtain a waste discharge permit because they have a high volume or discharge and/or their waste includes significant amounts of restricted matter.

As with water, most member municipalities receive their sewer bill from the GVRD and include it in their own sewer utility budget. They then set their user fees and/or sewer taxes as needed to fund the utility. In Delta, for example, the user fee on a home is \$211 per year.

The GVSDD has a development cost charge (DCC) bylaw that applies to all members. The DCCs help fund expansions to the trunks and treatment plants as growth occurs. The levy varies depending on which of four broad sewerage areas the property is in. For a single family lot it ranges from \$944 in the "Vancouver" sewerage area (which is a bit larger than just the City) to \$1,731 in the "Fraser" area.

## **Solid Waste**

In 2004 the budget for solid waste disposal is \$79.6 million. The largest components are related to landfill operations (36% of the total), transfer stations (24%), and incineration (19%). Users include private contractors as well as municipalities. All pay a disposal fee based on the amount of solid waste.

## **Sample Financing Questions for Delta**

- 1. How does Delta determine the cost of services for commercial, residential, and other users (i.e., Point Roberts)? What principles does Delta utilize to establish cost recovery ratios between different classes and properties?*

The Province establishes the tax-rate balance between property taxes for the regional district. Local municipalities set the tax ratios between property classes, and apply this ratio for all

municipal taxes. The ratios are driven by the desired tax rate increase and the overall tax burden for each class, which is approved by Council.

2. *What tools does Delta utilize to provide a different mix of services (for example, sidewalks in some neighborhoods but not in others)?*

As with most communities, Delta has both urban and commercial areas. Delta also has a large agricultural area, which has different infrastructure requirements than the other areas of the community. Throughout Delta, infrastructure improvements are based on lifecycle need using quantifiable, rather than subjective methods.

Examples of such methods are Delta's Sidewalk Ranking Criteria and the Pavement Management Program. Both of these programs quantify infrastructure needs in an effort to deliver transparent and objective infrastructure improvements.

3. *Under what circumstances does Delta create local service areas? How are they created, funded and managed?*

Delta uses the Local Area Service program as a means of cost sharing with affected property owners to construct various improvements throughout the community. The benefits to Local Area Service projects vary depending on the type of improvement, but may include improved street appearance, drainage and safety. Quite often, a number of different types of improvements will be combined into a larger project that enhances the overall appearance of the neighbourhood. One pending example is the 48th Avenue revitalization project. As with other construction projects, Delta's Engineering Department manages Local Area Service projects.

In order to be successful, property owners must submit signatures in favour of the project from at least one-half of the property owners involved, representing at least half of the assessed property value.

## **Sample financing question for Tsawwassen**

1. *How are service partnerships structured now for the four service delivery areas (the existing Tsawwassen community, Tsatsu Shores, Stahaken, and Northwest Holding Society)? How are these costs recovered?*

The servicing costs associated with Stahaken are incurred by Delta and are recovered by property taxes from the Stahaken residents; the tax is based on assessed property value and the Delta tax rate. Delta uses its normal servicing standards and policies for the area. TFN finances the local services (water, sewer, roads, etc) for most of the remainder and levies its own assessment-based tax to recover these costs. Garbage collection (via private contractor) is funded through the general tax. TFN also sends utility bills for water and sewer to properties connected to these services. TFN also generates revenues from issuing building permits. Tsatsu Shores properties pay the TFN tax as well, plus utility bills for sewer and water; garbage collection is privately arranged and paid for through a contractor.

## **Financing Questions for Other Local Governments**

All municipalities share a core set of service obligations. These include administration (like council, insurance, payroll, audit, bylaw preparation, tax collection, and so on); bylaw enforcement; subdivision approval; roads and drainage maintenance and improvement; and, for municipalities over 5000, policing. Other services are not mandatory but are so commonplace most people assume they are required by law: land use zoning, fire protection, building regulation, water, and sewer are examples.

The biggest difference in spending is in policing. This is because municipalities under 5000 do not have to pay for policing; the province provides this service at no charge. Those over 5000 must either provide their own police force or contract it out. Most contract it to the RCMP.

Small municipalities and large ones generally share the same set of cost recovery tools to fund their services, but small municipalities get an annual grant that is not given to larger municipalities.

**Small Communities Protection Grant:** This grant applies to municipalities (and only municipalities) under about 18,000. It is an ongoing, annual grant and it has been vary stable for years. The grant can be a significant part of a small municipality's revenues. The amount of the grant rises with population and falls as the tax base rises. These amounts were given in 2004:

- Anmore: \$110,100
- Belcarra: \$102,900
- Bowen Island: \$200,300.

Taxes predominate as a tool, and there are several types of tax that can be considered. None are perfect in terms of ease of administration, ease of explanation, relation to ability to pay, relation to use of services, and ability to benefit from community growth. When choosing from among tax tools, some tradeoffs must be made. In general, the ad valorem tax – a tax based on a tax rate and assessed property value – is the most preferred type of tax for local governments. For a more detailed discussion of municipal financing choices, the reader is directed to “Development Finances Choices Guide”, published in 2000 by the then-Ministry of Municipal Affairs (now the Ministry of Community, Aboriginal and Women's Services).

**User fees:** These include water, sewer, and garbage collection. Some are based on metered flows, but in Greater Vancouver the vast majority of homes are not on meters and so pay a flat user fee per year. Most commercial and many multifamily buildings are on meters throughout the region. Delta's annual user fee per home is \$245 for water (\$145 if there is only one occupant); \$211 for sewer; for garbage collection it is \$55; and it is \$42 for recycling.

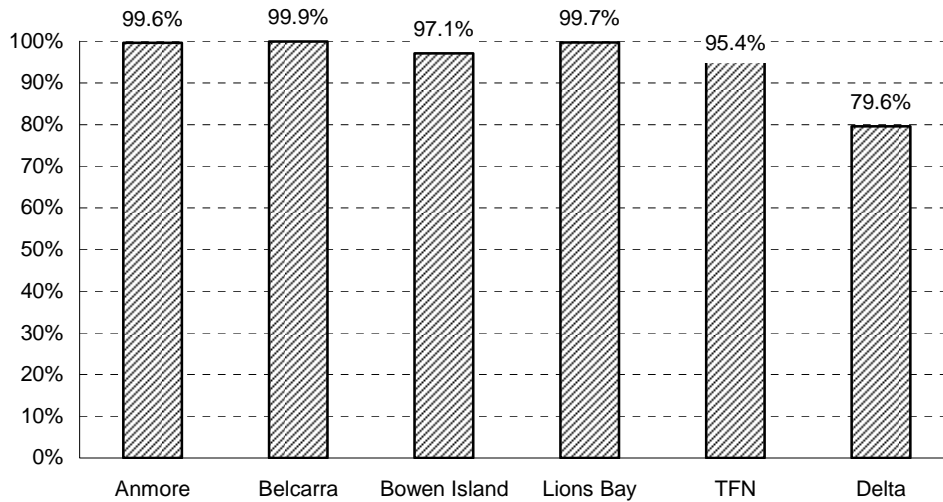
**Permits and licences:** These revenues come from issuing building permits, business licences, dog licences, subdivision and rezoning applications, among others.

**General municipal tax:** This is the largest source of revenues for all municipalities. The tax paid by a property depends on its assessed property value (from the BC Assessment Authority) and the municipal tax rate (stated as a tax per \$1000 of assessed value). Each municipality sets its own tax rates. Most, but not all, choose to levy a higher rate on industry and business than on homes. This tax shifting opportunity is of little value unless there is a meaningful industrial or business tax base in the municipality. In Belcarra, Anmore, Bowen Island and Lions Bay, almost the entire tax base is in fact residential, so there little opportunity to shift taxes from homes and onto other property types.

2004 Tax Bases in \$000s

** in \$000s **	Anmore	Belcarra	Bowen Island	Lions Bay	TFN	Delta
Residential	\$247,169	\$161,108	\$698,344	\$287,542	\$69,132	\$8,812,107
Utility	\$5	\$112	\$720		\$418	\$11,058
Unmanaged forest						
Major industry						\$216,386
Light Industry						\$365,569
Business	\$1,071	\$11	\$17,645	\$697	\$1,601	\$1,594,020
Managed forest						
Rec'n + non-profit			\$2,355	\$178	\$1,337	\$32,053
Farm land						\$43,829
Total in \$000s	\$248,245	\$161,231	\$719,064	\$288,417	\$72,488	\$11,075,022

Residential Property as a Percentage of the Total Tax Base



Each municipality adopts its own tax rate bylaw each year. The tax rates for municipal purposes only – that is, excluding taxes for the GVRD, schools, and so on – are shown below (stated in thousands).

2004 Municipal Tax Rates Per \$1000 of Assessed Value

	Anmore	Belcarra	Bowen Island	Lions Bay	TFN	Delta
Residential	\$1.433	\$2.480	\$3.050	\$1.900	\$3.050	\$4.189
Utility	\$1.433	\$8.680	\$12.689	\$19.000	\$60.200	\$38.571
Unman. forest	\$1.433	\$0.000	\$0.000	\$9.500	\$0.000	\$0.000
Major ind.	\$1.433	\$0.000	\$0.000	\$9.500	\$0.000	\$26.997
Light Ind.	\$1.433	\$0.000	\$0.000	\$9.500	\$0.000	\$16.878
Business	\$1.433	\$6.076	\$3.050	\$9.500	\$27.900	\$12.656
Man. forest	\$1.433	\$0.000	\$0.000	\$9.500	\$0.000	\$0.000
Rec'n + N-P	\$1.433	\$0.000	\$3.050	\$4.750	\$10.400	\$4.153
Farm land	\$1.433	\$0.000	\$1.525	\$9.500	\$0.000	\$11.859

Note: A rate of \$0.00 indicates that there is no tax base in this category

The tax rate multiples are shown in the next figure. The tax rate multiple refers to each category's rate as a multiple of the residential rate (the base in this comparison). In Anmore's case, the tax rate multiple for business is 1.00 because the business tax rate is the same as the residential rate. In Lions Bay, the tax rate multiple for business properties is 5.00 times the rate paid by homes.

*Municipal Tax Rate Multiples (each category's rate as a multiple of the residential rate)*

	Bowen					
	Anmore	Belcarra	Island	Lions Bay	TFN	Delta
Residential	1.00	1.00	1.00	1.00	1.00	1.00
Utility	1.00	3.50	4.16	10.00	19.74	9.21
Unman. forest	1.00	0.00	0.00	5.00	0.00	0.00
Major ind.	1.00	0.00	0.00	5.00	0.00	6.44
Light Ind.	1.00	0.00	0.00	5.00	0.00	4.03
Business	1.00	2.45	1.00	5.00	9.15	3.02
Man. forest	1.00	0.00	0.00	5.00	0.00	0.00
Rec'n + N-P	1.00	0.00	1.00	2.50	3.41	0.99
Farm land	1.00	0.00	0.50	5.00	0.00	2.83

*Note: A multiple of 0.00 indicates that there is no tax base in this category*

**Parcel tax:** Parcel taxes are often used to help recover water and sewer costs. Every lot pays the same tax per year, no matter what its size or use (or even if it has a building). Many municipalities that have a parcel tax for water or sewer use it primarily to recover the costs of infrastructure, as opposed to operations, though this is not a requirement. Bowen is a bit unusual in that it uses a parcel tax across the whole municipality for garbage collection and one for parks (these are holdovers from when the GVRD administered these services before Bowen became a municipality). Bowen also uses parcel taxes for some of its water areas; each area has a separate tax rate. Anmore does this as well. Parcel taxes are relatively easy to explain and administer. They do not reflect ability to pay (every lot pays the same no matter what the circumstances of the owner) and they do not have a strong link to the consumption of the service (an empty lot pays for garbage collection but does not generate any garbage).

**Frontage tax:** A frontage tax is based on the width of property; wider lots pay more than narrower lots. Its main application is for water and sewer, though it is also used to fund roads and sidewalks under what are called local improvement programs. It is most suitable when the costs to be recovered are related to length, like a water line, sewer line, or road. Delta, like many other municipalities, uses frontage taxes to recover the costs of resident-initiated local improvements (sidewalks, roads, street lights, etc).

**Specified area tax:** Certain services can be provided to limited parts of a municipality, funded by specified area tax. The tax can be assessment-based (rate times property assessment), based on frontage, or a simple parcel tax. Many municipalities use specified areas. Delta, for example, uses different specified areas to recover the debts for major recreation facilities (Sungod, Ladner, etc). Other municipalities use them to recover the cost of operations *and* capital (debt).

**Development cost charges (DCCs):** Many municipalities use DCCs to help pay for infrastructure expansion. They are allowed for roads, drainage, water, sewer, and park land acquisition (and some minor park improvements, too). They can only be levied to recover the costs associated with accommodating or enabling new development; they can't be used for rehabilitation or quality improvements. Developers of land pay the levy either at the time of subdivision or when building permits are obtained. There can be a different DCC for each service, and within a municipality there can be different DCC areas with their own

rates. Delta has a DCC bylaw with the following rates for a low density project (for example, single family dwellings). In total they add up to \$11,229 per low density lot.

- Roads: \$5,388 per lot
- Drainage: \$1,209 per lot
- Sewer: \$648 per lot
- Water: \$557 per lot
- Parks: \$3,427 per lot

### ***Local Area Improvements***

Many municipalities have a local improvement program for residents who want to upgrade the services in their neighbourhood. The services covered by a local improvement plan can include water, sanitary sewer, road paving, sidewalks, street lights, storm drains, lane paving, sidewalks, and planting.

Under these plans, residents can petition for service; if two-thirds of the owners representing at least half of the property assessments approve, the plan can proceed. Municipal council can also initiate a plan by obtaining the assent of half the owners rather than two-thirds.

The most common way of recovering local improvement costs is by a frontage tax. Since the costs can be fairly measured by length, the frontage tax recovers more from larger lots whose width requires more of the service and thus incurs more costs. Special rules are applied to ensure corner lots don't pay on both frontages.

In some cases the municipality charges residents only a portion of the total cost. In others the total cost is paid for entirely by the residents.

Local improvement programs are very common throughout the Lower Mainland. The extent of the subsidy, if any, can vary depending on the type of improvement. The District of North Vancouver plan, for example, contains a wide variety of provisions based on the extent of the work and what was in place before the improvements. As in Delta, frontage taxes are used to recover the costs. Samples include:

- Opening of a new road: Local share is 100% of the total cost
- Paving a gravel street: 50% of base works and 100% of paving cost
- Installing a new water main: 100% for pipes up to 200 mm in residential areas
- Upgrading the size of a water main: 50% (for a main up to 200 mm)
- Installing a sidewalk: 100% of the total cost
- Installing underground wiring: 50% of the total cost

### ***Sharing Arrangements***

All of the examples of service sharing presented earlier in this report involve payment for services as part of the agreement.

- Belcarra and Anmore split the costs of the Sasamat Volunteer Fire Department on the basis of their populations. Each municipality collects the taxes for this and forwards the money to the GVRD, which administers the service.
- Stahaken residents pay full taxes to Delta for the services Delta provides them, which is a full slate of municipal services.
- Katzie First Nation:
  - KFN pays Pitt Meadows the total municipal costs of its sewer services, including debt and capital. The user charge per dwelling is paid each year.

- KFN pays Pitt Meadows its pro-rated share of the municipality's total fire cost based on population.
- KFN pays Langley the normal water rate for this shared service. The rate for the whole municipality is set by the municipal council in its water rates bylaw. The rate is based on a flat rate for the first 24,000 gallons plus a rate for each 100 gallons after that.
- KFN pays Surrey the normal municipal water rate for this service on Barnston Island based on metered flows.
- The Musqueam First Nation pays the City of Vancouver the normal City tax rate, applied to assessed property values, for the full array of City services. In other words, the tax structure on MFN land is the same at the City rate structure. Taxes are paid yearly.
- The Chilliwack servicing agreement calls for a tax rate generally based on the extent of municipal services covered in the agreement. The fewer the services, the lower the share of the full City tax rate. The City also gives a credit to reflect First Nations administration costs.

## Appendix 1

# ***Dike Maintenance Act***

---

Note: The Act (shown on the following pages) has been amended as per the provisions in the Flood Hazard Statutes Amendment Act, which is shown immediately after the Dike Maintenance Act in this appendix.

## **DIKE MAINTENANCE ACT**

### **[RSBC 1996] CHAPTER 95**

#### **Definitions**

**1** In this Act:

**"dike"** means an embankment, wall, fill, piling, pump, gate, floodbox, pipe, sluice, culvert, canal, ditch, drain or any other thing that is constructed, assembled or installed to prevent the flooding of land;

**"diking authority"** means

- (a) the commissioners of a district to which Part 2 of the *Drainage, Ditch and Dike Act* applies,
- (b) a person owning or controlling a dike other than a private dike,
- (c) a public authority designated by the minister as having any responsibility for maintenance of a dike other than a private dike, or
- (d) a regional district, a municipality or an improvement district;

**"improvement district"** means an improvement district within the meaning of the *Local Government Act*;

**"inspector"** means the Inspector of Dikes referred to in section 2 and includes the Assistant Inspector of Dikes;

**"municipality"** means a municipality as defined for the purposes of the *Local Government Act*;

**"order"** includes a decision or direction of the inspector;

**"private dike"** means a dike built on private property without public funds to protect only the property of the person owning the private dike.

#### **Inspector of dikes**

**2** (1) There is to be an official of the ministry known as the Inspector of Dikes.

(2) The inspector has general supervision of all dikes and the operation of all diking authorities relative to the construction and maintenance of dikes.

(3) Without limiting subsection (2), the inspector has the power to do one or more of the following:

(a) enter on any land and on a dike at any time;

(b) require a diking authority to repair, replace, renew, alter, add to, improve or remove a dike, or a part of a dike, or anything used in connection with a dike;

(c) require a diking authority to construct or install a work or thing that in the opinion of the inspector is necessary to protect a dike or to increase its efficiency;

(d) and (e) [Repealed 2002-12-6.]

(f) authorize and empower any person, on conditions the inspector may impose, to place, construct, renew, alter, repair, maintain, operate and use any buildings, structures, machinery, ways, rails, roads, pipes, poles, towers, cables, wires, conduits, conveyers or other works on, along, across, through, over or under any dike in charge of a diking authority or any land, so far as an interest in it is held by a diking authority, and to enter into and on a dike or land, so far as an interest in it is held by a diking authority.

(4) The inspector, the assistant inspector and those employees considered necessary may be appointed under the *Public Service Act*.

(5) Except with the approval in writing of the inspector, a diking authority must not do any of the following:

(a) lower, or cause or allow to be lowered, the elevation of a dike or decrease, or cause or allow to be decreased, the width or cross section of a dike;

(b) install, or cause or allow to be installed, any culvert, pipe, flood box or any structure through a dike;

(c) construct, or cause or allow to be constructed, any works on or over a dike or dike right of way;

(d) alter, or cause or allow to be altered, the foreshore adjacent to a dike.

#### **Failure to carry out order of inspector**

**3** If a diking authority fails to carry out an order or direction of the inspector by the date required, the inspector may do the things required, either by contract or otherwise, and that cost, including any interest the inspector may have to pay, is a debt owing by the diking authority to the government.

#### **Failure by diking authority to fulfil obligations**

**4** If a diking authority fails to pay to the government any sum payable under section 3, the sum may be recovered by the government in any court of competent jurisdiction.

#### **Appeals**

**5** (1) An appeal lies to the minister from every order of the inspector.

(2) An appeal under this section must be taken within 15 days from the date on which the inspector makes the order appealed from.

(3) An appeal is taken within the meaning of this section when notice of intention to appeal has been delivered to the minister and a copy delivered to the inspector.

(4) The appellant must give such further notice of the appellant's intention to appeal as may be directed by the inspector.

(5) On an appeal under this section, the minister may confirm, quash, vary or add to the order appealed from and make any order as to costs that the minister considers just.

(6) The minister's decision under subsection (5) is final.

### **Offence**

**6** A person commits an offence who does any of the following:

(a) injures or interferes with a dike or its operation;

(b) hinders a diking authority, the inspector or a person acting on behalf of either of them from protecting property from flooding;

(c) contravenes section 2 (5) or an order of the inspector or the minister.

### **Orders made by inspector**

**7** An order made by the inspector must be

(a) in writing, signed by the inspector, and

(b) delivered or sent by registered mail to the person or authority to whom it is directed.

### **Power to make regulations**

**8** The Lieutenant Governor in Council may make regulations referred to in section 41 of the *Interpretation Act*.

## FLOOD HAZARD STATUTES AMENDMENT ACT, 2003

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

### *Dike Maintenance Act*

*1 Section 1 of the Dike Maintenance Act, R.S.B.C. 1996, c. 95, is amended*

*(a) by repealing the definition of "inspector" and substituting the following:*

"**inspector**" means the inspector of dikes referred to in section 2 and includes any acting, deputy or assistant inspectors of dikes; ,

*(b) by repealing the definition of "order" and substituting the following:*

"**order**" includes any direction, decision or order of the inspector under this Act or the regulations, including a decision to grant or refuse an approval under section 2 (4); , **and**

*(c) by repealing the definition of "private dike" and substituting the following:*

"**private dike**" means a dike built on private property that protects only that property.

*2 Section 2 is repealed and the following substituted:*

#### **Inspector of dikes**

2 (1) The office of the inspector of dikes is continued under this section.

(2) The inspector may

(a) enter on any land and on a dike, with or without equipment, as necessary to carry out the purposes of this Act,

(b) require a diking authority or a person on whose land a dike, other than a private dike, is located to repair, replace, renew, alter, add to, improve or remove a dike, or a part of a dike, or anything used in connection with a dike,

(c) require a diking authority or a person on whose land a dike, other than a private dike, is located to construct or install a work or thing that in the opinion of the inspector is necessary to protect a dike or to increase its efficiency,

(d) authorize and empower any diking authority or person, on conditions the inspector may impose, to

(i) place, construct, renew, alter, repair, maintain, operate and use any buildings, structures, machinery, ways, rails, roads, pipes, poles, towers, cables, wires, conduits, conveyors or other works on, along, across, through, over or under any dike, other than a private dike, or any land on which a dike is located, other than a private dike, and

- (ii) enter with or without equipment onto a dike, other than a private dike, or on land on which a dike is located, other than a private dike, for the purposes set out in subparagraph (i) or section 3,
  - (e) require a diking authority to provide routine or special reports on the construction or maintenance of dikes for which the diking authority is responsible,
  - (f) inspect or make an order for the inspection of any books or records in connection with the construction or maintenance of dikes in the possession or control of a diking authority,
  - (g) carry out or order an audit of a diking authority's program of construction and maintenance of dikes for which the diking authority is responsible, and
  - (h) subject to this Act and the regulations, do any other thing or require a diking authority to do any other thing relative to the construction and maintenance of dikes, including orders respecting flood hazard planning.
- (3) The inspector and those employees considered necessary may be appointed under the *Public Service Act*.
- (4) A person or a diking authority must not do any of the following unless it is done either with the prior written approval of the inspector or in accordance with the regulations made under section 8 (2):
- (a) lower, or cause or allow to be lowered, the elevation of a dike or decrease, or cause or allow to be decreased, the width or cross section of a dike;
  - (b) install, or cause or allow to be installed, any culvert, pipe, flood box or any structure through a dike;
  - (c) construct, or cause or allow to be constructed, any works on or over a dike or dike right of way;
  - (d) alter, or cause or allow to be altered, the foreshore or stream channel adjacent to a dike;
  - (e) construct a new dike.
- (5) In granting an approval under subsection (4), the inspector must consider the appropriateness of a standard established by regulation under section 8 (2) in relation to the dike that is the subject of the request, in light of
- (a) the condition and location of the dike,
  - (b) the surrounding land and bodies of water and stream channels that are in close proximity to the dike, and
  - (c) the nature and condition of works related to the dike.

### **Orders made by inspector**

- 2.1** (1) In this section, "**registered mail**" includes any method of mail delivery provided by Canada Post for which confirmation of delivery to a named person is available.
- (2) An order made by the inspector must be
- (a) in writing, signed by the inspector, and

(b) delivered or sent by registered mail to the last known address of the person or diking authority to whom it is directed.

(3) Anything sent by registered mail for the purposes of this Act is deemed to be received by the person to whom it is addressed on the 14th day after deposit with Canada Post, unless the person received actual service before that day.

(4) The inspector may, at any time on notice to the person or diking authority to whom the order was directed, amend or revoke any order of the inspector.

***3 Sections 3 and 4 are repealed and the following substituted:***

**Failure to carry out an order of the inspector**

**3** (1) If a person or diking authority fails to carry out an order of the inspector

(a) by the date specified in the order, or

(b) to the satisfaction of the inspector,

the inspector may take steps to fulfill the requirements of the order or authorize or employ another person to do so.

(2) If the inspector acts under subsection (1), any expense incurred by the inspector in fulfilling the requirements of the order or in authorizing or employing another person to do so, including any interest the inspector may have to pay, is a debt owing to the government by the person or diking authority to whom the order was directed.

(3) A debt owing under subsection (2) may be recovered in any court by the government from the person or diking authority to whom the order was directed.

(4) In an action referred to in subsection (3), the inspector's certificate as to the amount of the expense is evidence of the amount of the debt owing and of the necessity of doing the work authorized under this section.

***4 Section 5 is amended by repealing subsection (1) and substituting the following:***

(1) Subject to subsection (1.1), an appeal lies to the minister from every order of the inspector.

(1.1) An appeal must not be taken

(a) from an order of the inspector requiring a person or a diking authority to comply with standards established by regulation under section 8 (2), unless the person or the diking authority to whom the order was directed is not responsible for the dike that is the subject of the order, or

(b) from a decision of the inspector refusing to grant an approval under section 2 (4).

***5 Section 6 is repealed and the following substituted:***

**Offence**

**6** (1) A person or a diking authority commits an offence if that person or diking authority does any of the following:

- (a) injures or interferes with a dike or its operation;
  - (b) hinders a diking authority, the inspector or a person acting on behalf of either of them from protecting property from flooding;
  - (c) contravenes section 2 (4) or an order of the inspector or the minister.
- (2) A person or diking authority who commits an offence under this section is liable on conviction
- (a) to a fine of not more than \$200 000, and
  - (b) if the offence is a continuing one, to a fine of not more than \$200 000 for each day the offence is continued
- or to imprisonment not exceeding 12 months, or to both a fine and imprisonment.
- (3) If a person or diking authority commits an offence under this Act, an employee, officer, director or agent of the person or diking authority who authorized, permitted or acquiesced in the offence commits the offence even though the person or diking authority is convicted.
- (4) The time limit for laying an information respecting an offence under this Act or the regulations is 2 years after the facts on which the information is based first comes to the knowledge of the inspector.
- (5) A document purporting to have been issued by the inspector, certifying the day on which the inspector became aware of the facts on which an information is based, is admissible without proof of the signature or official character of the individual appearing to have signed the document and, in the absence of evidence to the contrary, is proof of the matter certified.
- (6) A proceeding, conviction or penalty for an offence under this Act or the regulations does not relieve a person or diking authority from any other liability.

### **Additional sentencing orders**

- 6.1** (1) If a person or diking authority is convicted of an offence under this Act, in addition to any punishment imposed, the court may, having regard to the nature of the offence and the circumstances surrounding its commission, make an order containing one or more of the following prohibitions, directions or requirements:
- (a) prohibiting the person or diking authority from doing any act or engaging in any activity that may, in the opinion of the court, result in the continuation or repetition of the offence;
  - (b) directing the person or diking authority to take any action the court considers appropriate to remedy or avoid any harm that resulted or may result from the commission of the offence;
  - (c) directing the person or diking authority to pay the government an amount of money as compensation, in whole or in part, for the cost of any remedial or preventive action taken by or caused to be taken on behalf of the government as a result of the commission of the offence;
  - (d) directing the person or diking authority to perform community service;
  - (e) directing the person or diking authority to pay the Habitat Conservation Trust Fund, or any other prescribed trust fund, an amount of money the court considers appropriate;

(f) directing the person or diking authority to post a bond or pay into court an amount of money the court considers appropriate for the purpose of ensuring compliance with any prohibition, direction or requirement under this section;

(g) directing the person or diking authority to submit to the minister, on application by the minister within 3 years of the date of the conviction, any information respecting the activities of the person or diking authority that the court considers appropriate in the circumstances;

(h) directing the person or diking authority to publish, in any manner the court considers appropriate, the facts relating to the commission of the offence;

(i) requiring the person or diking authority to comply with any other conditions that the court considers appropriate for securing the person's or diking authority's good conduct and for preventing the person or diking authority from repeating the offence or committing other offences under this Act.

(2) If a person or diking authority fails to comply with an order referred to in subsection (1) (h) directing the person or diking authority to publish the facts relating to the commission of an offence, the minister may publish those facts and recover the costs of publication from the person or diking authority.

(3) If

(a) an order under this section or section 6.2 directs a person or diking authority to pay an amount of money as compensation or for any other purpose, or

(b) the minister incurs publication costs under subsection (2) of this section,

the amount and any interest payable on that amount constitute a debt due to the government and may be recovered as such in any court of competent jurisdiction.

### **Variation of section 6.1 orders**

**6.2** (1) An application for variation of an order under section 6.1 may be made to the court that made the order by

(a) the Attorney General, or

(b) the person or diking authority against whom the order under section 6.1 was made.

(2) Before hearing an application under subsection (1), the court may order the applicant to give notice of the application in accordance with the directions of the court.

(3) On an application under subsection (1), if the court considers variation appropriate because of a change in the circumstances, the court may make an order doing one or more of the following:

(a) changing the original order or any conditions specified in it;

(b) relieving the person or diking authority referred to in subsection (1) (b) absolutely or partially from compliance with all or part of the original order;

(c) reducing the period for which the original order is to remain in effect;

(d) extending the period for which the original order is to remain in effect, subject to the limit that this extension must not be longer than one year.

(4) If an application under subsection (1) has been heard by a court, no other application may be made in respect of the order under section 6.1 except with leave of the court.

**6 Section 7 is repealed.**

**7 Section 8 is amended**

**(a) by renumbering the section as section 8 (1), and**

**(b) by adding the following subsections:**

(2) Without limiting subsection (1), the Lieutenant Governor in Council may make regulations as follows:

(a) establishing standards of construction, operation and maintenance in respect to the matters described in section 2, including but not limited to adopting any standard devised by any other body;

(b) prescribing trust funds to which a payment under section 6.1 (1) (e) may be made, if those trust funds include as a purpose or objective

(i) the promotion of proper dike construction, maintenance or operation,

(ii) the protection or restoration of the environment from or as a result of flooding,

(iii) the protection of persons or property from flooding, or

(iv) a purpose similar to that of the Habitat Conservation Trust Fund.

(3) A regulation under subsection (2) (a) may make different provisions for

(a) different classes of dikes,

(b) different diking authorities, or

(c) different classes of persons or diking authorities.

### ***Drainage, Ditch and Dike Act***

**8 Section 166 of the Drainage, Ditch and Dike Act, R.S.B.C. 1996, c. 102, is amended**

**(a) by renumbering the section as section 166 (1), and**

**(b) by adding the following subsections:**

(2) In an order under subsection (1) or in a subsequent order, the Lieutenant Governor in Council may give discretion to the minister to further transfer the powers and duties of the commissioners of the district from the inspector to a municipality or regional district.

(3) The minister may make an order transferring the powers and duties of the commissioners of the district from the inspector to a municipality or regional district if

(a) permitted to do so under subsection (2), or

(b) despite subsection (2), the municipality or regional district requests the transfer.

**9 Section 167 is amended**

**(a) in subsections (1) and (2) by striking out "section 166," and substituting "section 166 (1)," and**

**(b) by adding the following subsection:**

(3) On the making of an order under section 166 (3), the municipality or regional district named in the order holds separate corporate status under the name of the district, and that corporation

(a) has the power to acquire, hold and dispose of property for the purposes of this Part, and

(b) is vested with all the powers and subject to all the duties of the commissioners under this Part.

**10 Section 168 is amended in paragraph (a) by striking out "section 166," and substituting "section 166 (1),"**

**11 Section 169 is amended by adding "under section 166 (1)" after "order in council".**

**12 Section 170 (2) is amended by striking out everything after "district".**

**13 The following section is added:**

**Transfer of development district assets**

**170.1** If a development district is dissolved under section 170, the minister responsible for the administration of the *Local Government Act* may transfer, to either the municipality or to the regional district in which the works of the development district were located, its assets, rights, claims, obligations and liabilities and section 171 or 172 applies, as applicable.

**14 Section 171 is amended**

**(a) by repealing subsection (1), and**

**(b) in subsection (2), by striking out "under subsection (1)" and substituting "to a municipality under section 170.1".**

**15 The following sections are added:**

**Transfer to a regional district**

**172 (1)** After a transfer to a regional district under section 170.1 has been made, the area that was included in the development district is deemed to be a service area under Division 4.1 of Part 24 of the *Local Government Act*, and for these purposes Divisions 4.1 to 4.4 apply.

(2) If the works of a development district are located in more than one regional district, the regional districts may assume the assets, rights, claims, obligations and liabilities in accordance with the apportionment set out in the order dissolving the development district, and that portion of the development district in each regional district is a service area of that regional district.

(3) A board may provide that some or all of the assets of the development district be credited to the service area and that some or all of the liabilities be charged to the service area.

(4) Without limiting section 176 [*corporate powers*] of the *Local Government Act*, a board may enter into an agreement with the Provincial government for the joint undertaking of additional works of a similar nature and for their maintenance.

(5) A board may, by bylaw adopted without the assent or approval of the electors but otherwise in accordance with the *Local Government Act*, borrow sums required under any agreement with the Provincial government.

(6) The entire cost or the parts of the cost of an existing work or a work to be constructed under the terms of an agreement under this section, and of its maintenance and operation, as may be determined by the board, must be borne by the owners of real property in the service area.

### **Sunset provision**

**173** This Act is repealed on December 31, 2010 or on a later date prescribed by regulation of the Lieutenant Governor in Council.

### *Land Title Act*

**16** *Section 82 of the Land Title Act, R.S.B.C. 1996, c. 250, is repealed.*

**17** *Section 86 (1) is amended by striking out "and" at the end of paragraph (b), by adding ", and" at the end of paragraph (c) and by adding the following paragraph:*

(d) if the approving officer considers that the land is, or could reasonably be expected to be, subject to flooding, erosion, land slip or avalanche, the approving officer may require, as a condition of consent to an application for subdivision approval, that the subdivider do either or both of the following:

(i) provide the approving officer with a report certified by a professional engineer or geoscientist experienced in geotechnical engineering that the land may be used safely for the use intended;

(ii) enter into one or more covenants under section 219 in respect of any of the parcels that are being created by the subdivision.

**18** *Section 219 is amended by adding the following subsections:*

(9.1) A covenant that was required as a condition of subdivision under section 82 and registered under this section before the coming into force of the repeal of section 82 may be

(a) modified by the approving officer and the owner of the land charged, or

(b) discharged by the approving officer.

(9.2) For the purpose of determining whether to modify or discharge a covenant under subsection (9.1), an approving officer may exercise the powers provided under section 86 (1) (d), whether or not the modification or discharge is related to an application for subdivision approval.

### *Local Government Act*

*19 Section 910 of the Local Government Act, R.S.B.C. 1996, c. 323, is repealed and the following substituted:*

#### **Construction requirements in relation to flood plain areas**

**910** (1) If a local government considers that flooding may occur on land, the local government may, by bylaw, designate the land as a flood plain.

(2) If land is designated as a flood plain under subsection (1), the local government may, by bylaw, specify

(a) the flood level for the floodplain, or different flood levels for different areas of the flood plain, and

(b) the setback from a watercourse, body of water or dike of any landfill or structural support required to elevate a floor system or pad above the flood level, which setback may be different for different areas of the floodplain and for different flood levels.

(3) A local government that makes a bylaw under subsection (1) or (2) must consider any policies, strategies, objectives, standards, guidelines or plans in respect to flood plain management and development or flood control and prevention, prepared under any enactment.

(4) If a bylaw under subsection (2) applies,

(a) the underside of any floor system, or the top of any pad supporting any space or room, including a manufactured home, that is used for

(i) dwelling purposes,

(ii) business, or

(iii) the storage of goods which are susceptible to damage by floodwater

must be above the applicable flood level specified by the bylaw, and

(b) any landfill required to support a floor system or pad must not extend within any applicable setback specified by the bylaw.

*20 Section 966 (6) is amended by repealing paragraph (a).*

### **Consequential Amendment**

#### *Ombudsman Act*

*21 The Schedule to the Ombudsman Act, R.S.B.C. 1996, c. 340, is amended by repealing section 16 and substituting the following:*

**16** The commissioners of a district defined in section 58 of the *Drainage, Ditch and Dike Act* and an engineer, commissioner, inspector of dikes, land settlement board, municipality or regional district acting under that Act.

**Transitional -- *Dike Maintenance Act***

**22** Despite section 4 of this Act, section 5 of the *Dike Maintenance Act* as it read before the coming into force of section 4 of this Act continues to apply to every order of the inspector referred to in section 5 of the *Dike Maintenance Act* if, in respect of that order, a notice of appeal was received by the minister in accordance with section 5 of the *Dike Maintenance Act* as it read before the coming into force of section 4 of this Act.

**Commencement**

**23** Section 16 comes into force on January 1, 2004

*Appendix 2*

## ***Dike Inspection Forms***

---

These forms are used by diking authorities (like municipalities) to register their inspections with the Inspector of Dikes.

**Please Mail or Fax This Form**

**CONFIRMATION OF ANNUAL DIKE INSPECTION 2004**

Please complete and return this form.

**TO:**

Office of Inspector of Dikes  
Lower Mainland Regional Office  
Environmental Protection Division  
Ministry of Water, Land and Air Protection  
10470 - 152nd St  
Surrey, BC V3R 0Y3

**FROM:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FAX: (604) 930-7119

1. Is your Annual (2004) Dike Inspection Complete? YES \_\_\_\_\_ NO \_\_\_\_\_

If NO, please indicate expected completion date: \_\_\_\_\_

If YES, please provide date of inspection: YY \_\_\_\_\_ MM \_\_\_\_\_ DD \_\_\_\_\_

and attach the complete inspection report.

2. Have there been any recent changes to your address, contact names,  
phone, email and/or fax numbers? YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, please provide details below:

\_\_\_\_\_  
\_\_\_\_\_

3. If you have any additional comments or suggestions please indicate them below:

\_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_

---

**REMINDER**

The Flood Protection Works Inspection Report should be written and recorded each year to:

- demonstrate due diligence and eligibility for disaster assistance
- provide information for flood planning
- ensure safe operation and proper maintenance.

Providing a copy of the Annual Flood Protection Works Inspection Report to the Deputy Inspector of Dikes helps to assist in provincial flood planning and provides a basis for the Office of the Inspector of

**Remember: Inspection is the Key to a Safe Dike**

Sheet No. \_\_\_\_\_

File No. \_\_\_\_\_

## FLOOD PROTECTION INSPECTION REPORT

Dike Length: \_\_\_\_\_

DIKE: \_\_\_\_\_

REACH: \_\_\_\_\_

DATE INSPECTED: \_\_\_\_\_ Signed: \_\_\_\_\_

The condition of the flood protection works is as reported below:

1. **DIKES:** (access, gates, locks, vegetation growth, gravel surface, height, slopes, erosion, animal burrows, seepage, trash, berms, relief wells)

---

---

---

---

---

2. **BANK PROTECTION:** (loss of rock, settlement, slumping)

---

---

---

---

3. **FLOODBOXES/PUMP STATIONS:** (inlet and outlet channels, gate operation, trash racks, debris, erosion, corrosion, structure, discharge structure, electrical and mechanical components)

---

---

---

---

---

4. **WORK REQUIRED:**

---

---

---

---

---

5. **ADDITIONAL INFORMATION:** (see over) (sketch, photos, etc.)

6. **WORK COMPLETED:** Date: \_\_\_\_\_ Signed: \_\_\_\_\_

## Appendix 3

# Coquitlam-Port Coquitlam Boundary Road Sharing Policy

---

A POLICY FOR DIVISION OF RESPONSIBILITY FOR MAINTENANCE AND IMPROVEMENT OF INTER-MUNICIPAL BOUNDARY ROADS BETWEEN THE DISTRICT OF COQUITLAM, AND THE CITY OF PORT COQUITLAM

---

### 1. Definitions

Hereinafter, the word "maintenance" shall be understood as the work required to retain the roadway and sidewalks, where applicable, in good useable condition and shall include such work as follows:-

- a) Street sweeping, removal of litter, and cutting of grass within the road allowance.
- b) Maintenance of surface drainage, including clearing of existing ditches, culverts, and catch basins.
- c) Snow and ice removal including ploughing, salting and sanding.
- d) Pavement surface maintenance, limited to the elimination of potholes by localized patching.
- e) Maintenance of gravel areas by grading, and where necessary, the application of additional gravel.
- f) The renewal of existing, centreline channelization, lane lining, and crosswalk paint markings.
- g) The maintenance of existing traffic control, directional, warning, and regulatory signs and signals.
- h) The maintenance of existing street lighting.
- i) The maintenance of existing curbs, gutters, and sidewalks.
- j) Dustlaying by application of oil or chemicals.

Hereinafter, the term "Capital Works" shall consist of the provision of new facilities within an existing right-of-way and shall include:-

- a) Repaving of asphalt surfaces; new asphalt or concrete pavements.
- b) New curb, gutters and sidewalks.
- c) Provision of new streetlighting and traffic signals.
- d) Any work relating to railway crossings and their protection devices.
- e) The provision of a piped drainage system enabling the enclosure of existing ditches.
- f) The construction of road widenings.
- g) The reconstruction of existing pavements.

### 2. Non-Shared Items

The provision, erection and maintenance of street name signs shall be the responsibility of each Municipality wherein each shall be responsible for the street name signs erected on that side of the road located in its Municipality.

The provision of access to private properties will be controlled by the Municipality in which the property is located and that Municipality shall be responsible for the construction and maintenance of crossing facilities between the roadway and the private property line.

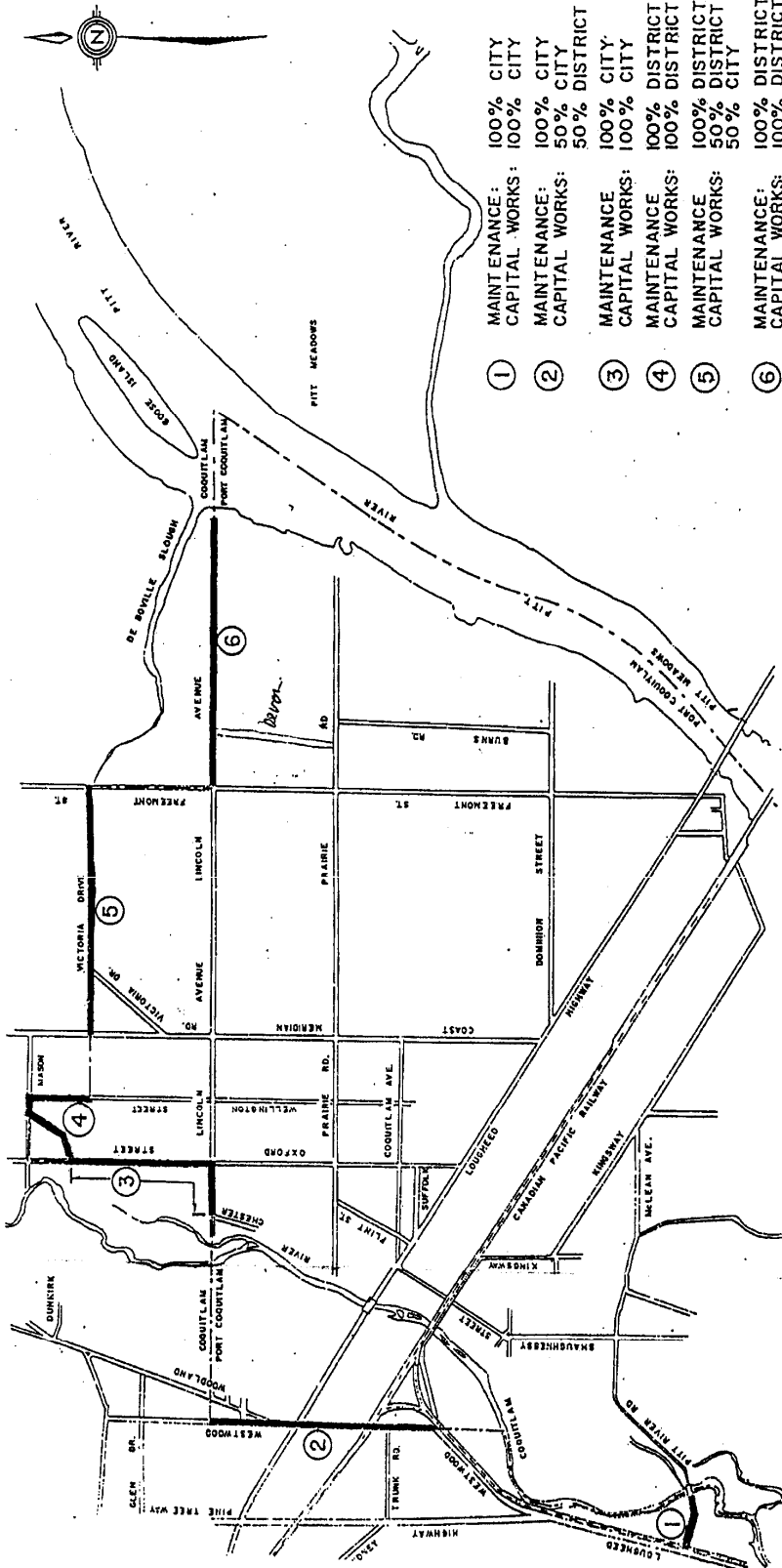
Maintenance of Municipal services such as sewer and water lines within the road allowance shall remain the responsibility of the owning Municipality.

3. Division of Responsibility for Maintenance

Each Municipality shall undertake the full maintenance works required on those sections of road including all costs related thereto as indicated on the attached map forming Appendix "A" hereto.

4. Division of Responsibility for Capital Works

Each Municipality shall assume responsibility, including Capital Costs for those sections of roads as indicated on Appendix "A". Where a division of responsibility is indicated, no capital works shall be undertaken by either Municipality until written approval is obtained from the other. Where capital works are to be initiated by one Municipality, it shall provide the other with a plan of the proposed works, together with a cost estimate indicating thereon the division of costs proposed. No work shall proceed until both Municipalities have approved the work and the expenditures resulting therefrom.



- ① MAINTENANCE: 100% CITY  
CAPITAL WORKS: 100% CITY
- ② MAINTENANCE: 100% CITY  
CAPITAL WORKS: 50% CITY
- ③ MAINTENANCE: 100% CITY  
CAPITAL WORKS: 100% CITY
- ④ MAINTENANCE: 100% DISTRICT  
CAPITAL WORKS: 100% DISTRICT
- ⑤ MAINTENANCE: 100% DISTRICT  
CAPITAL WORKS: 50% CITY
- ⑥ MAINTENANCE: 100% DISTRICT  
CAPITAL WORKS: 100% DISTRICT

A POLICY FOR DIVISION OF RESPONSIBILITY FOR  
 MAINTENANCE AND IMPROVEMENT OF INTERMUNICIPAL BOUNDARY ROADS  
 BETWEEN THE DISTRICT OF COQUITLAM AND THE CITY OF PORT COQUITLAM.  
 JANUARY 24, 1976

# APPENDIX 'A'

Appendix 4

# Musqueam-Vancouver Service Agreement

---

THIS AGREEMENT is made as of the 10<sup>th</sup> day of August, 1994.

BETWEEN:

CITY OF VANCOUVER, a municipal corporation, having offices at 453 West 12th Avenue, in the City of Vancouver, in the Province of British Columbia, V5Y 1V4

(herein called "the City")

AND:

MUSQUEAM INDIAN BAND  
6370 Salish Drive,  
Vancouver, B.C. V6N 2C6

(herein called "the Band")

WHEREAS:

- A. The Band has requested that the City provide Municipal Services (as herein defined) to that area within the City known as Musqueam Indian Reserve No. 2;
- B. The Council of the Band by resolution passed on the 25th Day of July, 1994 has authorized the provision of the requested Municipal Services upon the terms and conditions herein set out;
- C. The Council of the City by resolution passed on the 28<sup>th</sup> day of July, 1994 has authorized the provision of the requested Municipal Services upon the terms and conditions herein set out;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. DEFINITIONS

Except where the context otherwise requires, the following words and expressions have the meanings assigned to them below:

"Municipal Services" means all normal city services that are delivered without direct charge by the City within its boundaries, but specifically excludes the services provided by other levels of government, including School District No. 39 and the Greater Vancouver Regional District;

"Reserve means Musqueam Indian Reserve No. 2 located in the City of Vancouver;

(c) "Village" means that portion of the Reserve shown outlined in red on the plan attached hereto as Schedule "A";

(d) "Leasehold Lands" means that portion of the Reserve shown outlined in blue on the plan attached hereto as Schedule "B".

## 2.0 TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 1994 to December 31, 1995.

## 3.0 MUNICIPAL SERVICES PROVIDED BY THE CITY

3.1 Quantity and Quality. The City agrees to provide to the Village and to the Leasehold Lands, Municipal Services which are substantially the same as the quantity and quality of such services provided by the City to neighbourhoods of similar size and characteristics located elsewhere in the City of Vancouver.

3.2 Limitation on City's Obligations. It is expressly agreed that the City's obligations under this Agreement do not include:

(a) Work required to bring any or all of the water mains, water main valves, hydrants or other related water main facilities within the Village up to the City's standards.

(b) Work required to bring any or all of the sewer mains and connections or other related facilities within the Village up to the City's standards.

(c) The making or providing of service connections to residences or other buildings in the Village with respect to the water system or the sewer system or the providing of maintenance or repair services with respect to such connections.

(d) The expansion of the water system or sewer system within the Village to accommodate any change, new growth, subdivision or consolidation of property, or capacity limitations related thereto.

- (e) The construction or installation of new streets, sidewalks or street lighting or ancillary facilities within the Reserve.
- (f) The making of service connections to residences or other buildings in the Leasehold Lands with respect to the water system or the sewer system or the providing of maintenance or repair services with respect to such connections.
- (g) The expansion of the water system or sewer system in the Leasehold Lands to accommodate new growth, subdivision or consolidation of property, or capacity limitations related thereto.
- (h) Enforcement of City by-laws within the Village.

#### 4.0 SERVICE CHARGES

- 4.1 Calculation of Charges for Municipal Services. It is agreed that the cost of the Municipal Services provided under section 3 shall be established by multiplying the tax rate established for the current taxation year for residential property, by the respective total taxable assessed values of residential property as determined for the year under Section 5 on both Village and Leasehold Lands of the Reserve and by multiplying fifty percent (50%) of the tax rate established for the current taxation year for each non-residential class of property by the respective total taxable assessed values of each non-residential class of property as determined for the year under Section 5 on both Village and Leasehold Lands of the Reserve.

#### 4.2 Additional charges (Water, Sewer, Garbage).

##### 4.2.1. Village Lands

- (a) The City will bill, and the Band will pay the current flat rate for water at the normal City rate for any unmetered residential properties.
- (b) The City will bill, and the Band will pay for metered water services at normal City rates pursuant to City by-laws.
- (c) If, at any time during the term of this agreement, the City imposes direct charges for sewer services and/or garbage collection and disposal service, the City will bill, and the Band will pay for such services on the same basis as levied on all other similar properties in the City.

4.2.2 Leasehold Lands

- (a) The City will bill, and the Band will pay the current flat rate for water at the normal City rate for any unmetered residential properties.
- (b) The City will bill for metered water services at normal City rates pursuant to City by-laws.
- (c) If, at any time during the term of this agreement, the City imposes direct charges for sewer services and/or garbage collection and disposal service, the City will bill for such services on the same basis as levied on all other similar properties in the City.

4.3 Taxation. If the cost of any services provided pursuant to this Agreement are subject to taxation under any Federal or Provincial tax legislation, the Band agrees that any such amount shall be paid by the Band either directly or indirectly to the City.

4.4 Billing and Payment. The City will bill and the Band will pay for Municipal Services as calculated under Section 4.1. The City will Bill the Band no later than May 31 of each calendar year during the Term of this Agreement. The account will be payable in full before the close of business on the last working day in July of each calendar year. Any amount outstanding after the due date will be subject to an interest charge as set out in Section 4.5.

4.5 Late Payment Interest Charge. The parties agree that there shall be an interest charge on outstanding billed amounts, calculated on a per diem basis, using the City's current rate for delinquent taxes as established from time to time by City Council.

4.6 Grant for Taxable City Property. Each year the Band will credit the City, by way of a grant, the full cost to the City of any taxation payable with respect to any lands, interests in land, or improvements owned by the City situate within the Reserve and taxable under any Musqueam Assessment or Taxation By-laws.

5. Property Assessments

The Band will provide the City with assessment data pertaining to each parcel of property on the Reserve, as determined by the B.C. Assessment Authority within two (2) weeks of receipt of the same from the British Columbia Assessment Authority. It is agreed that this assessment data will be used in calculating the cost of Municipal Services pursuant to Section 4.1. It is further agreed that if the Band is unable to contract with the B.C.

Assessment Authority to provide assessment values for each property in the Reserve this Agreement shall terminate at the end of the then current year.

6. ZONING AND LAND USE

The Band agrees to ensure that all lessees or occupants of Leasehold Lands conform with all City by-laws, regulations, standards and restrictions in respect of the lands and buildings.

7. ACCESS RIGHTS

The Band hereby grants to the City, its servants, agents, contractors, subcontractors, workmen, officials, licensees, successors and assigns, all rights of access to, in, under or over the Reserve Lands to the extent reasonably required by the City for the purpose of performing its obligations under this Agreement. In particular, but without limiting the generality of the foregoing, for that purpose the Band hereby grants to the City, its servants, agents, contractors, subcontractors, workmen, officials, licensees, successors and assigns the full, free and uninterrupted right, liberty and license to enter upon, with all manner of vehicles, tools and equipment, to dig up the streets on, any and all areas of the Reserve Lands, provided that:

- (a) The City shall exercise its rights under this Section 7 in a reasonable manner so as to minimize inconvenience to the residents or other occupants of the Reserve Lands and which minimizes damage;
- (b) The City shall not exercise such of its rights under this section as can be reasonably foreseen to be likely to cause irreparable damage to the Reserve Lands without first obtaining the written consent of the Council of the Band except in an emergency; and
- (c) The City shall only exercise the rights granted to it pursuant to this section for the sole purpose of providing Municipal Services to the Reserve Lands.

8.0 RELEASE AND INDEMNITY IN FAVOUR OF THE CITY

- 8.1 Release. The Band hereby releases the City, its servants, agents, contractors, subcontractors, workmen, officials, licensees, successors and assigns from all manner of suits, claims, demands and causes of action in any way associated or connected with the performance by the City of its obligations under this Agreement and hereby waives all rights and causes of action against the City, its servants, agents, contractors, subcontractors, workmen, officials, licensees, successors and assigns for all loss and damage to property and for all bodily injury (including bodily injury resulting in death)

which may be caused by the City in respect of the performance by it of its obligations under this Agreement, provided that this release and waiver shall not apply in any case where the City or its servants, agents, contractors, subcontractors, workmen, officials, licensees, successors or assigns have been negligent or have behaved in a manner which amounts to wilful misconduct.

- 8.2 Indemnity. The Band shall indemnify and hold harmless the City, its servants, agents, contractors, subcontractors, workmen, officials, licensees, successors and assigns for and from all manner of claims, suits, losses, damages or costs in respect of bodily injury (including bodily injury resulting in death) or damage to property occurring within the Reserve Lands which is caused by the City in respect of or in connection with the performance by the City, its servants, agents, contractors, subcontractors, workmen, officials, licensees, successors and assigns, or any of the obligations of the City under this Agreement, provided that this indemnity shall not apply in any case where the City, its servants, agents, contractors, subcontractors, workmen, officials, licensees, successors or assigns have been negligent or have behaved in a manner which amounts to wilful misconduct.

9. LIMITATION OF LIABILITY OF CITY

Notwithstanding anything to the contrary contained in this Agreement, the Band agrees that the maximum and total liability of the City hereunder or otherwise for failure by the City to carry out and fulfill its obligations under this Agreement shall be the liability of the City to refund, without interest, sums paid by the Band to the City as relate to the obligations of the City hereunder that the City has not carried out and fulfilled, provided that this limitation of liability shall only apply where such failure occurs despite the good faith and diligent efforts by the City to carry out and fulfill its obligations hereunder.

10. OWNERSHIP OF ASSETS

It is agreed that the City is the sole owner of the Municipal Services infrastructure including, but not limited to, the water system, the sewer system, the street lighting plant and the streets, curbs and gutters situated on or in the lands designated as the Leasehold Lands in this Agreement.

11. RESERVATION OF PARKLAND

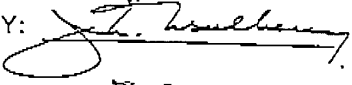
It is agreed that the Band, during the Term of this Agreement, will reserve for park and recreational purposes, the area shown outlined in orange on the plan attached hereto as Schedule "C" or such other equivalent area as may be agreed.

12.0 GENERAL PROVISIONS

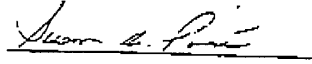
- 12.1 Assignment. This Agreement may not be assigned by either party except that the City may assign its rights to receive payments under this Agreement, provided that the prior written consent of the Band has been given to such assignment.
- 12.2 Binding Effect. This Agreement shall bind and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 12.3 Reasonable Assurances. The parties hereto will at all times and upon every reasonable request give all further assurances and do all further things for the purpose of giving full effect to the covenants and provisions contained in the Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER

BY:   
Director of Legal Services

THE BAND

BY: 

Appendix 5

# **City of Chilliwack Services Agreement**

## **SERVICES AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.  
BETWEEN:

"First Nation"

(Address)  
(hereinafter called the "First Nation")

### *OF THE FIRST PART*

AND:

CITY OF CHILLIWACK  
8550 Young Road  
Chilliwack, B.C., V2P 8A4  
(hereinafter called the "City")

### *OF THE SECOND PART*

WHEREAS:

- A. Pursuant to Section 83 of the *Indian Act* R.S.C. 1985 c.I-5, the First Nation has exercised its authority to pass a taxation by-law;
- B. By a certificate given under Section 10 of the *Indian Self Government Enabling Act*, R.S.B.C. 1996, c.219, the Minister of Native Affairs for the Province of British Columbia gave to the City notice that the First Nation intends to commence property taxation under the *Indian Act*, R.S.C. 1970, c.I-6;
- C. Under Section 37 of the *Indian Self Government Enabling Act*, R.S.B.C. 1996, c.219, the City may contract with the First Nation to provide to the First Nation for the area to which an Indian land taxation law applies, and its residents or occupants, any services that the City is obligated or permitted to provide under its usual mandate;
- D. In entering into this Agreement, the parties do not intend to affect any right or interest of the other party except as expressly set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the premises and of the mutual promises and covenants hereinafter appearing the parties hereto covenant and agree each with the other as follows:

### DEFINITIONS

In this Agreement, unless the context otherwise requires:

"Agreement" means this Agreement and all Schedules hereto.

"First Nation Administration Cost" means the total of all costs to the First Nation of administrating the collection of taxes with respect to the Lands within the area of Reserve to which the Notice applies.

"Credit for First Nation Administration Cost" means an allowance on account of the First Nation Administration Cost calculated in any year as follows:

\_\_\_\_% of the Equivalent Municipal Taxes equals the Credit for First Nation Administration Cost.

The \_\_\_% figure shall remain fixed during the entire Term, regardless of the actual First Nation Administration Cost in any year, and shall change only with the written agreement of both the First Nation and the City, which agreement neither party is in any way obligated to give.

"Credit for Non-Delivered Services" means an allowance on account of the total cost which the City avoids by not providing the Non-Delivered Services to the Reserve and to the occupiers thereof, and shall be calculated in any year as follows:

$$\text{CNDS} = \text{EMT} * (\$ \text{NDS} / \text{DTB})$$

where:

CNDS means Credit For Non-Delivered Services in the year;

EMT means the Equivalent Municipal Taxes in the year;

\$NDS means the City's total budgeted costs, as identified or as determined based on the City's annual budget in the year, of delivering the Non-Delivered Services to lands and occupants throughout the City;

DTB means the City's total annual budget.

As of the date of this Agreement the fraction in the above equation of ( $\$ \text{NDS} / \text{DTB}$ ) expressed as a percent (the "Percent") shall be deemed to be \_\_\_%.

The Percent may be changed as follows:

- (a) either party may in any year prior to September 30 give written notice to the other party that the Percent should change for the calculation of the Net Services Fee which will be owing on October 1 in the year following;
- (b) after receiving such written notice the parties shall in a timely manner enter into good faith negotiations to reach agreement on the Percent;
- (c) if within 6 months of the date of receiving the written notice a Percent has not been agreed to, then the matter shall be determined by a single arbitrator, who shall be a person experienced in such valuation, who shall determine the Percent upon receipt of written submissions only from the parties, without holding an oral hearing. If the parties cannot agree upon an arbitrator, the arbitrator shall be appointed pursuant to the Rules of the International Arbitration Centre. The arbitrator shall make a ruling within 12 months of the date of the written notice referred to in subparagraph (a).

A written notice given pursuant to subparagraph (a) shall not change or affect the calculation of the Net Services Fee, or the payment thereof, owing on the October 1 which occurs next after the written notice.

"Enabling Act" means the *Indian Self Government Enabling Act*, R.S.B.C. 1996, c. 219.

"Equivalent Municipal Taxes" in any year means the sum equal to the total of all taxes in respect of which the owners or occupiers of all the Lands in the Reserve to which the Notice applies would have been liable for taxation under the *Community Charter* but for the provisions of the Enabling Act, and includes such taxes that would have been payable with respect to all property classes as defined and prescribed pursuant to section 26(8) of the *Assessment Act*, R.S.B.C. 1979, c.21, but does not include any taxes that would have been payable by a utility company pursuant to the *Community Charter*, or any grants in lieu of such taxes that a utility company would have made.

"First Nation" means the First Nations, all bands within the meaning of the *Indian Act*, R.S.C. 1985, c. I-5 and Regulations, as amended, who constitute the \_\_\_\_\_ Nation, whose respective memberships vote in favour of the Lands set aside as Reserve for their use and benefit jointly with the other \_\_\_\_\_ Nation First Nations whose respective memberships similarly vote in favour of the Co-Management Agreement;

"Lands" means "land" and "improvements" as defined in the *Assessment Act*, R.S.B.C. 1979, c.21.

"Net Services Fee" means a sum calculated annually during the Term in the following manner:

Equivalent Municipal Taxes minus Credit for Non-Delivered Services minus Credit for Band Administration Cost equals Net Services Fee.

"Non-Delivered Services" means:

all of the services coming within the "Planning", "Business Development", "Weed Control", and "Building Inspection" budget items as set out in the City's annual budget; and

any other service agreed to in writing between the parties as being Non-Delivered Services. The City will give reasonable consideration to a request from the First Nation during the Term that a Service be re-classified as a Non-Delivered Service if:

*the First Nation provides such Service to the Lands in the Reserve to which the Notice applies;*  
*and*

*the City's total costs of providing the Services are thereby reduced.*

"Notice" means the notice given by the Minister of Native Affairs for the Province of British Columbia referred to in paragraph B.

"Reserve" means \_\_\_\_\_.

"Services" means the services which the City provides to lands and occupants throughout the City and includes utilities, facilities and works owned and operated by the City, but does not include Non-Delivered Services, and does not include Water, Sanitary Sewer and Storm Sewer Services.

"Term" means the term set out in clause 8.1 of this Agreement.

"User Fees" includes any fee, charge or levy imposed by the City under the *Local Government Act* or other enabling authority in respect of Services but does not include rates imposed under the *Community Charter*.

The provisions of the *Interpretation Act*, R.S.B.C. 1979, c.206 shall be deemed to apply to this Agreement as though it were an enactment of the City.

"Water, Sanitary Sewer and Storm Sewer Services" means water, sanitary or storm services which the City provides to properties within the City. The City is not providing Water, Sanitary Sewer or Storm Sewer Services to the First Nation or to the Reserve pursuant to this Agreement.

"Year" means calendar year.

#### PROVISION OF SERVICES

Subject to the terms hereof, the City shall provide Services to the Reserve and to the occupiers thereof generally on the same terms and conditions, and subject in all respects to the same limitations, as are applicable to the provision of Services to other lands in the City and to the occupiers thereof.

If the First Nation provides any Non-Delivered Services, as defined in this Agreement as of the date of execution thereof, or as may be agreed to pursuant to clause 1.10(b), then the First Nation will make such Non-Delivered Services available to property owners, tenants, occupiers and members of the public (the "Users"), as the case may be, generally on the same basis, and subject to the same limitations, as does the City with respect to similar services it provides to Users within the City.

#### PAYMENT FOR SERVICES

The First Nation shall pay the Net Services Fee by cheque to the City on or before October 1 in each Year of the Term.

Interest shall be payable on any late payments owing by the First Nation to the City pursuant to this Agreement at the rates and according to the terms as set out in the City's Miscellaneous Rates Bylaw, as may be amended from time to time.

If the First Nation is more than 6 months late in making any payment owing to the City pursuant to this Agreement then the City may at its election give the First Nation 10 working days written notice of default, setting out the amounts and interest owing and, if within the 10 days the First Nation does not make full payment, then, without prejudice to any other remedy available to it at law or in equity, the City may on further written notice to the First Nation terminate this Agreement.

#### EVENTS OF DEFAULT

Municipal services are being provided by the City to the Reserve and the occupants thereof under several separate agreements including, by way of illustration, this Agreement and a separate agreement for the provision of Water, Storm Sewer and Sanitary Sewer Services. While for convenience these agreements are being entered into separately, they are related. If any other agreement for the provision of services to the Reserve or the occupants thereof between the City and any other person is terminated for any reason then the City or the First Nation may at its election, and in accordance with its judgement of its best interests, give 10 days written notice to the other party that this Agreement is terminated, in which event this Agreement shall be terminated, except that any payment obligations owing by the First Nation to the City shall survive such termination, and the First Nation shall on the next following October 1 owe the pro rata portion of the Net Services Fee calculated based on the date of termination.

#### USER FEES

Nothing in this Agreement shall exempt occupiers on the Reserve from, and they shall pay to the City as due, all User Fees.

#### EFFECT OF NEW LAWS

In the event any laws, regulations, rules or policies having the force of law are promulgated, amended or repealed and such promulgation, amendment or repeal has the effect of eliminating the City's annual Net Services Fee or reducing it by an amount which exceeds \_\_\_% of what it would have been without the above promulgation, amendment or repeal, this Agreement, at the option of the City, and by written notice from the City to the First Nation, shall be, and shall be deemed to be, of no further force and effect and the City shall thereupon be discharged from providing Services hereunder, except that any payment obligations owing by the First Nation to the City shall survive such termination, and the First Nation shall on the next following October 1 owe the pro rata portion of the Net Services Fee calculated based on the date of termination.

In the event any laws, regulations, rules or policies having the force of law are promulgated, amended or repealed and such promulgation, amendment or repeal has the effect of increasing the City's annual Net Services Fee by an amount which exceeds \_\_\_% of what it would have been without the above promulgation, amendment or repeal, this Agreement, at the option of the First Nation, and by written notice from the First Nation to the City, shall be, and be deemed to be, of no further force and effect and the First Nation shall thereupon be discharged from its obligations hereunder, except that any payment obligations owing by the First Nation to the City shall survive such termination, and the First Nation shall on the next following October 1 owe the pro rata portion of the Net Services Fee calculated based on the date of termination.

#### DISPUTE RESOLUTION

All matters in dispute under this Agreement other than a dispute as provided by Paragraph 1.4(c) may, with the concurrence of both the First Nation and the City, be submitted to arbitration by a single arbitrator appointed and proceeding pursuant to the *Commercial Arbitration Act of British Columbia*, and the award of the such arbitrator shall be final and binding upon the parties.

#### TERM

This Agreement shall be deemed to have come into effect as of January 1, 200\_\_ and shall be for an indefinite Term, remaining in force from year to year unless terminated pursuant to clause 4.0 hereof or by notice in writing given by one party to the other on or before October 31 in any year and where such notice is given it shall take effect and this Agreement shall terminate on December 31 in the year following the year in which notice is given.

#### MISCELLANEOUS

Wherever in this Agreement it is required or permitted that notice, demand or other communication be given or served by either party to the other, such notice or demand shall be given and served in writing and forwarded by registered mail, addressed as follows:

To the City:

City of Chilliwack  
8550 Young Road  
Chilliwack, B.C.  
V2P 8A4  
Attention: Chief Administrative Officer

To the First Nation:

Name and Address  
Attention: First Nation Chief  
provided that a party may change its address by giving to the other party prior notice of a change in address in accordance with this section and provided further that if there is a postal strike or other postal disruption, notice shall be personally delivered, not mailed.

This Agreement shall not be assigned by either party hereto.

- (a) Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its function under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised in relation to the services as if this Agreement had not been executed and delivered.
- (b) Nothing contained or implied herein shall prejudice or affect the rights and powers of the First Nation in the exercise of its functions under Section 35 of the *Constitution Act*, 1982 (R.S.C. 1985 Appendix II, No. 44), the *Indian Act* or any bylaw passed pursuant thereto, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

This Agreement shall not be construed so as to create any greater standard of care or liability on the part of the City in respect of the supplying of Services to residents and occupants on the Reserve than that which applies to the supply of such Services to other occupants within the City.

Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint ventureship among or between the City and the First Nation.

Time shall be of the essence of this Agreement.

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

No waiver of any term or condition of this Agreement or a breach of any term or condition of this Agreement by either party hereto shall be effective unless it is in writing and no waiver of breach, even if it is in writing, shall be construed as a waiver of any future breach.

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

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

**FIRST NATION TO consult WITH CITY**

The First Nation agrees that it will consult with the City with respect to development of the Reserve and agrees that the proposed development will be consistent and compatible with the intent of the City's official community plan.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

THE CORPORATE SEAL of the )  
 CITY OF CHILLIWACK was hereunder affixed in the )  
 presence of: ) (C/S  
 \_\_\_\_\_ )  
 MAYOR )  
 \_\_\_\_\_ )  
 CLERK )  
 \_\_\_\_\_ )

**SIGNED, SEALED & DELIVERED** )  
 by \_\_\_\_\_ pursuant to the consent of a majority )  
 of the Councillors of the First Nation present at a Council )  
 meeting duly convened at which authority was given for the )  
 \_\_\_\_\_ to enter into this Agreement: )  
 \_\_\_\_\_ ) CHIEF  
 Name )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) COUNCILLOR  
 Address )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) COUNCILLOR  
 Occupation )  
 \_\_\_\_\_ )