



STAFF REPORT

TO: CHIEF ADMINISTRATIVE OFFICER
FROM: BRIGID REYNOLDS, CONSULTING TOWN PLANNER
SUBJECT: PROPOSED LIQUOR PRIMARY CLUB APPLICATION FOR THE LAKE COWICHAN FIREFIGHTERS ASSOCIATION
MEETING DATE: MAY 14, 2026
SUBJECT PROPERTY: LOT 1, SECTION 6, COWICHAN LAKE LAND DISTRICT, PLAN VIP77349 - 3 NORTH SHORE ROAD

PURPOSE

The purpose of this report is to 1) consider the proposal for the Firefighters Association to submit a Liquor Primary Club Application to the Liquor Control Regulation Branch (LCRB) and 2) to consider 'accepting' this referral from the LCRB to allow community consultation to take place.

BACKGROUND

The Lake Cowichan Firefighters Association made an initial application to the Liquor Control Regulation Branch (LCRB) for a 'Liquor Primary Club Application.' The Town received a referral from the LCRB to confirm if the Town 'accepts' or does not accept the application. If the Town accepts the application, community consultation can be undertaken, and this information can be sent to the LCRB for its consideration of the application.

There is a five-year lease between the Town and the Association that ends June 30, 2030. The lease allows the Association to "use the lounge, meeting room, kitchen, and bathroom facilities exclusively for activities related to its operations, including but not limited to social functions". The Association is also permitted access to all other areas of the fire hall, provided that such access does not obstruct, hinder, or otherwise interfere with the operations, duties, or functions of the fire department. A copy of the lease is in Attachment 1.

DISCUSSION

Attachment 2 is the letter of intent submitted the Association to the LCRB describing the proposal. The letter outlines that the proposed liquor primary club license will allow the Association “to offer alcoholic beverages at select social events, weekly gatherings, and special functions, creating a welcoming atmosphere for our members. The letter notes that all offerings will be in full compliance with provincial regulations, maintaining a responsible environment for all members and their guests. The association proposes that liquor service shall be available from 9:00 am to 4:00 am, seven (7) days a week to allow for debriefing after traumatic calls, which can occur at any time of the day or night.” The ‘service areas’ include the meeting room, lounge, bar, kitchen and outdoor patio. It excludes the front foyer, offices truck bays and storage rooms. The total proposed capacity is 170 persons

The contract planner contacted two fire departments (North Cowichan and Colwood) to learn if their associations serve liquor at their fire halls. According to the Fire Chief at North Cowichan and Assistant Fire Chief at Colwood, while this was a practise in the past, it has been discontinued for liability reasons. The conversations revealed that there are numerous other conditions that fire departments were required to meet including but not limited to updates to WorkSafe BC, insurance, and Serving it Right certification. These implications such as premiums for insurance and WorkSafe BC, as well as legal have not been researched.

The property is zoned P-1 Public Use which permits ‘not-for-profit institutional uses.’ And the Zoning Bylaw defines Public Use as “*land, buildings or facilities provided by a government or agency of government for public parks and recreation facilities, education, health, welfare, administration, safety, communications, or public works.*” The serving and consumption of alcohol isn’t explicitly identified in the definition but it’s not uncommon for local governments to allow the consumption of alcohol on public property for special events. Some local governments appear to establish policy to guide this activity.

IMPLICATIONS

- a. **Financial:**
No application fees have been collected. There may be implications for the Town related to insurance and WorkSafe BC premiums.
- b. **Policy/Legislation:**
There is no Council policy associated with serving or consuming alcohol on Town owned property.
- c. **Strategic Priority:**
N/A

d. Sustainability:

N/A

e. Communication:

If Council 'accepts' the application from the LCRB, Council may begin a process to obtain community input on this matter.

f. Staffing:

N/A

g. Legal:

The planner did not consult legal however this is recommended.

Options

- 1) Permit the Association to make this application and accept the referral from the LCRB to allow the public consultation process to be undertaken.
- 2) Do not support the Association to make this application and do not accept the referral from the LCRB.
- 3) To direct staff to gather additional information including consultation with the Town's legal council, insurance provider and WorkSafe BC.

Recommendation

The contract planner does not have a recommendation and leaves the matter of the Lake Cowichan Firefighters Association LCRB application for the property located at 3 North Shore Rd, legal described as Lot 1, Section 6, Cowichan Lake Land District, Plan VIP77349 (PID: 026-005-158) to Council's discretion.

Signed:

Brigid Reynolds

Brigid Reynolds RPP MCIP
Contract Planner

Concurrence:

John T

John Thomas
Chief Administrative Officer

ATTACHMENT 1

Lease between the Town and Firefighters Association

LEASE AGREEMENT

THIS LEASE dated the ____ day of _____ 2025

BETWEEN:

Town of Lake Cowichan
P.O. Box 860
39 South Shore Road
Lake Cowichan, BC
V0R 2G0

(hereinafter called the "Lessor")

AND

Lake Cowichan Firefighters Association
P.O. Box 31
3 North Shore Road
Lake Cowichan, BC
V0R 2G0

(hereinafter called the "Lessee")

File No. 823.002

WHEREAS the Lessor is the registered owner in fee simple of that certain of land situate in the Cowichan Assessment District and the Town of Lake Cowichan, in the Province of British Columbia more particularly described as:

Lot 1, Section 6, Cowichan Lake Land District, Plan VIP77349
PID: 026-005-158

(hereinafter called the "land")

AND WHEREAS the Lessee has agreed to maintain certain buildings on a portion of the land on the terms and conditions set forth in this lease;

NOW THEREFORE in consideration of the covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

1. **TERM**

- (a) The Lessee shall have and hold portions of Lot 1, Section 6, Cowichan Lake Land District, Plan VIP77349 on which the Premises known as the Lake Cowichan Fire Department on which the Town's firefighting equipment and apparatus are stored and located. The term (hereinafter called the 'Term') of the lease shall be for five (5) years. The term commences on the 1st day of July, 2025 and ends on the 30th day of June, 2030.
- (b) The Lessor and Lessee agree that during the Term either party may cancel this Lease without cause by giving six (6) month's notice and the cancellation shall be effective six months after receipt of such notice and that this contract can be cancelled with cause on seventy-two (72) hours notice.
- (c) Should there be a disagreement as to contract intent, the matter or matters will be resolved by the intervention of a third party, which is to be mutually agreed upon by both parties. The third party's recommendations will be binding on both parties to this agreement.

2. **USE**

- (a) The Lessee shall primarily use the lounge, meeting room, kitchen, and bathroom facilities exclusively for activities related to its operations, including but not limited to social functions. The Lessee shall also be permitted access to all other areas of the fire



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hall, provided that such access does not obstruct, hinder, or otherwise interfere with the operations, duties, or functions of the fire department.

- (b) If the Lessee ceases to use the Premises for its purposes for six (6) consecutive months, it shall remove all goods and chattels from the Land.

3. **RENT**

The Lessee shall pay to the Lessor an annual rental of one dollar (\$1.00), due and payable on the 1st day of July of each year.

4. **THE LESSEE COVENANTS**

The Lessee covenants with the Lessor:

- (a) to pay rent as provided in paragraph 3;
- (b) that the Lessor will not be liable for any debts, taxes, rates, duties, assessment, wages, loss of materials, contracted services or otherwise now charged or hereafter as a result of the Lessee operations;
- (c) to operate in a responsible manner and to provide such maintenance required for the good management of the said facilities;
- (d) to pay for all operational costs, as the same become due, for use relating to the leased land except for charges relating to electrical use and municipal utility services;
- (e) will not assign or sublet any part of the land without the consent in writing of the Lessor but such assignment or sublet excludes day use of Premises by third parties;
- (f) and any consent under (e) is contingent upon satisfactory compliance with existing land use and business licensing requirements;
- (g) obtain all necessary operating permits; regulatory or otherwise;
- (h) obtain all necessary permits, approval for renovations whether it be structural or otherwise;
- (i) to be responsible for replacement of contents should they be lost/stolen;

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- (j) provide proof of annual liability insurance, not less than \$3 Million Dollars (\$3,000,000) with the Town of Lake Cowichan named as an additional named insured.
- (k) On the termination of this Agreement:
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 120 days, remove from the Land any Improvements you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date,

and all the right, interest and estate in the Land will be absolutely forfeited to the Lessor, and to the extent necessary, this covenant will survive the termination of this Agreement.

5. THE LESSOR COVENANTS

The Lessor covenants with the Lessee:

- (a) for quiet enjoyment by the Lessee during the terms of the Lease;
- (b) to be responsible for payment of all electrical usage and municipal utility service charges;
- (c) to be responsible for ensuring that the Land is maintained as exempt from property taxes;
- (d) to provide property insurance for the Land; and

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- (e) in the event of a fire or destruction of property, to use proceeds to make available alternate Premises for use of the Lessee;
- (f) to undertake such capital works that are necessary to maintain the leased buildings in good repair and make such repairs as may be necessary because of vandalism;
- (g) to undertake such external maintenance of facilities and grounds, which includes the parking areas.

6. **MISCELLANEOUS COVENANTS**

And it is hereby mutually agreed:

- (a) That any notice required to be given hereunder shall be deemed to be sufficiently given:
 - (i) if delivered, at the time of delivery, and
 - (ii) if mailed from any government Post Office in the province of British Columbia by prepaid, registered mail addressed as follows:

If to the Lessor: Town of Lake Cowichan
 P.O. Box 860
 Lake Cowichan, BC V0R 2G0

If to the Lessee: Lake Cowichan Firefighters Association
 P.O. Box 31
 3 North Shore Road
 Lake Cowichan, BC V0R 2G0

or at such other address as the parties may from time to time designate, then the notice shall conclusively be deemed to have been received forty-eight (48) hours after the time and date of mailing, which is exclusive of statutory holidays or weekends. If, at the time of mailing any notice hereunder, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lockout or other labour dispute, then any notice required to be given hereunder may only be given by actual delivery of it.

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

ACCEPTED ON BEHALF OF THE Town of Lake Cowichan:

THE CORPORATE SEAL of the)
Town of Lake Cowichan was)
hereunto affixed in the presence of:)
)
_____)
Mayor) c/s
)
_____)
Chief Administrative Officer)
)
)

THE Authorized Signatures of the)
Lake Cowichan Firefighters Association) c/s
in the presence of:)

WITNESS TO:

AUTHORIZED SIGNATORY

_____)
Print Name Occupation)
)
_____)
Address)
)
_____)
)
_____)
Signature)
)

_____)
Print Name)
_____)
Signature)
_____)
Print Name)
_____)
Signature)



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ATTACHMENT 2

Lake Cowichan Firefighters Association Letter of Intent



Lake Cowichan Firefighters Association

PO Box 1150
147 Maple Avenue
Lake Cowichan, BC V0R 2G0

April 9 2025,

ATTENTION: LIQUOR AND CANNABIS REGULATION BRANCH

Re: Letter of Intent – Liquor Primary Club Application.

To whom it may concern:

I am writing on behalf of Lake Cowichan Firefighters Association located at 3 North Shore Rd, to formally express our intent to apply for a **Liquor Primary Club License** under the Liquor Control and Licensing Act of British Columbia. The purpose of this license is to provide a regulated environment where our members can legally consume alcohol on the premises.

Overview of the Club:

The Lake Cowichan Firefighters Association is a dedicated organization that supports the members of the Lake Cowichan Fire Department. While the Association does not provide any emergency response, it plays a key role in promoting the Fire Department, highlighting the hard work and commitment of its members. The Association works to enhance member retention by fostering a strong spirit of comradery and providing a sense of belonging among firefighters. Through various fundraising initiatives, the Association helps support team-building activities, community events, and supplemental resources that contribute to the well-being and morale of the department's members.

The Town of Lake Cowichan has granted the Association access to the Fire Department facility, provided it does not interfere with fire department operations. Members can enjoy a range of amenities, including a workout room, lounge, kitchen, patio, meeting room, and bathrooms. The facility also features a private entrance separate from the main Fire Department entrance, ensuring convenient and independent access for members. The club is reserved for use by its members and their invited guests, with some events and

activities being family-oriented. Additionally, every full member of the Association is required to hold a valid Serving It Right certification.

Proposed Liquor Primary Club Activities:

The proposed liquor primary club license will provide the opportunity to offer alcoholic beverages at select social events, weekly gatherings, and special functions, creating a welcoming atmosphere for our members. In addition to a selection of member-chosen drinks, including beer, wine, and spirits, we will also provide a variety of non-alcoholic beverages and cold snacks, ensuring there is something for everyone. All offerings will be in full compliance with provincial regulations, maintaining a responsible environment for all members and their guests.

Composition of the Neighborhood:

Our facility is situated in a mixed area of commercial and residential properties. Directly across North Shore Road is a residential home that has never raised any concerns or noise complaints regarding the Fire Department's activities. On the corner of North Shore and Wilson Road is the residence of one of our active firefighters and a valued member of the Association. Behind the Fire Department, on Grosskleg Way, is the Town of Lake Cowichan's Public Works Yard. Additionally, adjacent to our parking lot is the local Royal Canadian Legion Branch 210, which also holds a Liquor Primary Club License.

To ensure nearby residents are not disturbed, events are limited in frequency, and members will be reminded to keep doors shut, blinds closed, and be mindful of noise levels. The patio is occasionally used, and to ensure a peaceful environment for our neighbors, we will thoughtfully place a sign to kindly remind guests to keep noise levels to a minimum while enjoying the space.

Hours of Operation and Liquor Service:

The association proposes that liquor service shall be available from 9:00AM to 4:00AM, seven (7) days a week. This space is utilized for debriefing after traumatic calls, which can occur at any time of the day or night.

Request for minors to be permitted:

The association is requesting that minors be allowed in the club, both during and outside of alcohol consumption. As a family-oriented establishment, minors are always supervised by their parents. Additionally, we offer entertainment options for children, including a dedicated play area to ensure they are engaged and entertained.

Compliance with Regulations:

We understand the importance of compliance with all applicable laws and regulations governing the sale and service of alcohol in British Columbia, Lake Cowichan Firefighters Association is committed to maintaining a safe and responsible environment for our members and will ensure adherence to the provisions set forth by the Liquor and Cannabis Regulation Branch.

We kindly request your consideration of our application for a Liquor Primary Club License and would be happy to provide any additional information or documentation that may be required for your review. Thank you for your time and attention to this matter. We look forward to the opportunity to enhance our club's services for the benefit of our members and the wider community.

Sincerely,

Tyler Bergen

President

Lake Cowichan Firefighters Association

lakecowichanfirefighters@gmail.com

