

**AGENDA**  
**TOWN OF LAKE COWICHAN**  
**Finance and Administration Committee meeting to be held on**  
**Tuesday, January 12<sup>th</sup>, 2016 at 5:00 p.m.**



**Page #**

**1. CALL TO ORDER**

**INTRODUCTION OF LATE ITEMS** (if applicable)

**2. APPROVAL OF AGENDA**

**3. BUSINESS ARISING AND UNFINISHED BUSINESS**

**(a) Ongoing Items Still Being Addressed:**

- (i) Chamber Lease - Update.
- (ii) Little League Ballfield and Proposed Improvements – Update.

**4. DELEGATIONS AND REPRESENTATIONS**

None.

**5. CORRESPONDENCE**

- (a)** Union of BC Municipalities re: 2015 Age Friendly Community Planning and Projects Grant.

**3**

**6. REPORTS**

- (a)** Director of Finance re: Financial Report for Period ending December 31<sup>st</sup>, 2015.
- (b)** Building Inspector re: Building Permits for December, 2015.
- (c)** Fire Department Incident Report for December, 2015.

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**7. NEW BUSINESS**

- (a)** Fire Department re: Purchase of 10 pagers at \$500 each.
- (b)** Lake Cowichan and First Nation Agreement for Municipal Services.

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**8. NOTICES OF MOTION**

**9. PUBLIC RELATIONS ITEMS**

**10. MEDIA/PUBLIC QUESTION PERIOD**

**11. IN CAMERA**

**12. ADJOURNMENT**

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# Local Government Program Services

...programs to address provincial-local government shared priorities



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LGPS Secretariat

Local Government House  
525 Government Street  
Victoria, BC, V8V 0A8

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Phone: (250) 356-2947

December 21, 2015

Mayor Forrest and Council  
Town of Lake Cowichan  
Box 860  
Lake Cowichan, BC, V0R 2G0

F&Admin  
Jan 12/16  
5(a)

**Re: 2015 Age-friendly Community Planning & Projects Grant (Age-  
friendly Community Action Plan)**

Dear Mayor and Council,

Thank you for providing a final report and financial summary for the above noted project. We have reviewed your submission and all reporting requirements have been met.

The final report notes a total overall expenditure of \$19,714.88. Based on this, a cheque in the amount of \$5,819.88 will be issued shortly under separate cover. This cheque represents final payment of the grant and is based on the total reported expenditure minus the initial payment of \$13,895.00 made in December 2014.

I would like to congratulate the Town of Lake Cowichan for undertaking this project and responding to the opportunity to support the creation of an age-friendly community.

Sincerely,

A handwritten signature in purple ink that reads "Danyta Welch".

Danyta Welch  
Policy & Programs Officer

cc. *Ronnie Gill, Director of Finance, Town of Lake Cowichan*



# Memo

f & Admin  
Jan 12/16  
6(a)

**TO:** Chief Administrative Officer  
**FROM:** Director of Finance  
**DATE:** January 8, 2016  
**SUBJECT:** Financial Report for the Month Ending December 31, 2015

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The statements of revenues and expenditures for the general, sewer and water funds are attached for your review and input.

## Point of Note

- Surplus is overstated due to outstanding accounts payable and year end adjustments. Invoices have yet to be received and processed and other expenses such as the December Fire Department incident report.
- Accruals for items such as vacation, sick, and banked time have not yet been adjusted. The next payroll will include some December 2015 payroll costs.
- Lakeview Park Campground has had a very good operating season in 2015. Revenue from reservations exceeded budget by 19%. Expenses will be in line with budget as there are still outstanding expenses.
- The Education Centre is currently showing a small loss. The loss will be higher than presented in these financial statements also due to outstanding payables. The loss however will be much lower than budget.
- The Town office processed a total of 1,010 home owner grants in 2015.
  - Since 2008 the number of HOG claims for persons over 65 have increased from 32% to 42% of the total claims.
  - During this period the number of claim for person 65 and under have decreased by 10% (from 68% to 58%)

This is shown in the table below:



TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Summary  
Payroll Figures to December 26, 2015

	2013 YTD Actuals	2014 Budget	2014 YTD Actuals	2015 Budget	2015 YTD Actuals	2015 %
<b>REVENUES</b>						
Taxes	1,746,652	1,817,700	1,817,278	1,875,649	1,871,701	100%
Supplemental Adjustments	-	-	-	-	-	-
Grants-In-Lieu	48,332	48,000	49,282	49,310	48,514	98%
Penalties and Interest on Taxes	77,800	50,000	82,528	60,000	76,887	128%
Business Licences	16,750	17,000	17,375	17,000	18,050	106%
Building and Other Permits	14,597	13,200	17,660	13,200	20,191	153%
Storm Drain Connection Fees	450	-	180	-	210	-
Dog Tags and Fines	4,070	4,200	4,385	4,000	4,120	103%
Interest on Investments	44,001	20,000	41,942	20,000	46,000	230%
Fire Service to CVRD	180,436	165,532	165,532	189,012	189,012	100%
Garbage Revenues	311,863	315,000	338,945	366,000	368,636	101%
Lakeview Revenues	154,232	151,200	166,612	153,000	182,747	119%
Sale of Assets	-	-	870	-	31,054	-
Public Works Revenues	10,736	-	8,036	-	4,707	-
Fire Department Revenues	955	-	1,000	-	19,634	-
Other Revenue	39,374	8,700	13,371	8,800	15,639	178%
Ambulance Building Lease	43,248	43,500	44,659	44,830	44,829	100%
Public Health Lease	15,632	15,800	16,100	16,100	16,100	100%
Clec Revenues	403,859	370,200	368,965	395,200	422,890	107%
Unconditional Transfers	304,227	298,993	302,816	474,837	474,490	100%
Conditional Transfers	202,898	452,452	367,449	419,170	59,740	14%
Transfers From Reserve Funds	133,859	440,000	356,721	-	-	-
Transfers From Building Reserve	-	900,000	-	700,000	-	0%
Transfer From Fire Dept Reserves	117,346	150,000	150,000	-	-	-
Transfer From Statutory Reserves	-	-	-	-	-	-
Short term debt	-	145,000	144,860	-	-	-
Prior year Surplus	-	367,713	-	-	-	-
Police Tax Levy	132,615	133,407	133,348	133,407	137,228	103%
Library Levy	109,419	116,126	116,126	119,314	119,314	100%
Collections For Other Govts.	2,113,213	2,089,387	2,087,106	2,148,493	2,160,761	101%
	<b>6,226,565</b>	<b>8,133,110</b>	<b>6,813,147</b>	<b>7,207,322</b>	<b>6,332,454</b>	<b>88%</b>

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Summary  
Payroll Figures to December 26, 2015

EXPENDITURES	2013 YTD Actuals	2014 Budget	2014 YTD Actuals	2015 Budget	2015 YTD Actuals	2015 %
General Government Services	467,012	525,770	468,742	544,700	415,795	76%
Fire Department	246,089	267,285	241,119	294,200	245,821	84%
Police Force	132,615	133,407	133,349	133,407	137,228	103%
Bylaw Enforcement & Other	54,000	81,400	48,436	67,000	48,155	72%
Public Works Administration	111,506	121,710	125,270	119,500	82,656	69%
Public Works Roads	309,885	428,480	367,202	428,500	322,009	75%
Public Works - Equipment & Other	(125,884)	-	(121,809)	-	(162,909)	-
Garbage Expenses	313,762	345,040	350,916	359,500	352,781	98%
Planning, Health & Other	100,161	51,900	35,666	79,750	44,471	56%
Centennial Hall Expenses	-	-	-	-	-	-
Info Centre	20,329	18,600	16,617	13,600	17,024	125%
Parks	211,840	226,750	200,294	239,000	223,951	94%
Lakeview Park	127,980	150,885	142,283	152,900	144,468	94%
CLEC Expense	435,428	401,835	437,834	430,700	424,220	98%
Lakeview Road	6,942	12,000	1,540	11,000	3,551	32%
Transfer To Library	109,420	116,126	116,128	119,314	119,314	100%
Capital	1,321,401	2,850,335	1,616,603	1,741,758	437,143	25%
Debt Charges - Interest	1,858	3,000	2,146	3,000	1,784	59%
Debt Payments - Fire	154,269	198,200	191,250	200,000	178,293	89%
Amortization	427,472	-	514,621	-	-	-
Transfers To Reserve Funds	289,398	111,000	235,844	121,000	120,000	99%
Transfer Equip. Recovery to Reserve	-	-	-	-	-	-
Transfer To Surplus	-	-	-	-	-	-
Transfers To Other Governments	2,113,212	2,089,387	2,087,106	2,148,493	2,163,151	101%
	<b>6,828,696</b>	<b>8,133,110</b>	<b>7,211,154</b>	<b>7,207,322</b>	<b>5,318,906</b>	<b>74%</b>
Surplus(Deficit)	<b>(602,131)</b>	<b>-</b>	<b>(398,007)</b>	<b>-</b>	<b>1,013,548</b>	

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Schedule of General Government Expenses  
Payroll Figures to December 26, 2015

	2013 Actuals	2014 Budget	2014 Actuals	2015 Budget	2015 Actuals	2015 %
<b>General Government Services</b>						
Mayor and Council Indemnities	57,283	58,000	59,017	68,000	68,000	100%
Mayor and Council Expenses	33,018	41,500	33,481	41,500	30,517	74%
Mildred Child Annex	4,084	4,400	3,373	4,400	2,556	58%
Municipal Hall	15,813	21,000	17,353	21,000	16,292	78%
Office Wages	397,060	400,000	410,356	413,520	388,258	94%
Office Expenses	31,722	60,000	33,403	56,480	28,259	50%
Data Processing	19,470	21,100	20,771	22,000	20,466	93%
Legal Expense	7,106	15,000	7,369	15,000	7,112	47%
Audit	20,881	26,000	10,500	26,000	23,792	92%
Elections	-	4,000	4,779	2,000	-	0%
Insurance	51,729	72,000	53,623	72,000	49,638	69%
Grants-in-aid	4,963	5,500	6,199	5,500	6,115	111%
Ohtaki expense	5,054	7,500	5,251	7,000	5,059	72%
Ohtaki recoveries	-	-	(85)	-	-	-
Payroll Benefits Clearing	21,613	-	13,583	-	(20,569)	-
Insurance and administration recovery	(202,785)	(210,230)	(210,230)	(209,700)	(209,700)	100%
	<b>467,012</b>	<b>525,770</b>	<b>468,742</b>	<b>544,700</b>	<b>415,795</b>	<b>76%</b>

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Schedule of Protective Services Expenses  
Payroll Figures to December 26, 2015

	2013 Actuals	2014 Budget	2014 Actuals	2015 Budget	2015 Actuals	2015 %
<b>Fire Department</b>						
Firefighters indemnities	76,469	87,000	82,944	89,000	92,964	104%
Other Wage Costs	12,514	13,500	16,786	15,000	17,020	113%
Town Administration	7,310	7,785	7,785	7,500	7,500	100%
Fire Hall Operations and Maint.	38,057	43,200	47,354	44,200	41,589	94%
Miscellaneous Operations	60,837	31,900	30,741	48,700	42,785	88%
Training	16,977	24,000	14,788	24,000	12,796	53%
Fire Vehicles & Equipment	33,926	59,900	40,720	65,800	31,166	47%
	<b>246,089</b>	<b>267,285</b>	<b>241,119</b>	<b>294,200</b>	<b>245,821</b>	<b>84%</b>

**Bylaw Enforcement & Other**

Emergency Measures	8,121	7,000	-	7,000	-	0%
Bylaw Enforcement/Animal Control	11,959	30,400	15,683	20,000	14,906	75%
Building Inspection	33,920	44,000	32,753	40,000	33,249	83%
	<b>54,000</b>	<b>81,400</b>	<b>48,436</b>	<b>67,000</b>	<b>48,155</b>	<b>72%</b>

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Schedule of Public Works Expenses

	2013 Actuals	2014 Budget	2014 Actuals	2015 Budget	2015 Actuals	2015 %
<b>PW Administration</b>						
Shop and Yard	35,340	43,500	43,648	44,300	29,110	66%
PW Admin Wages	198,239	200,000	212,502	210,000	197,091	94%
PW Admin Other	10,155	14,900	5,244	14,700	4,250	29%
Safety and Training	10,721	13,300	13,865	15,800	17,505	111%
Office Administration Charge	13,255	13,585	13,585	14,200	14,200	100%
Recovery from Utilities	(156,205)	(163,575)	(163,575)	(179,500)	(179,500)	100%
	<b>111,506</b>	<b>121,710</b>	<b>125,270</b>	<b>119,500</b>	<b>82,656</b>	<b>69%</b>
<b>Equipment Costs</b>						
Equipment	161,247	-	141,210	-	25,386	-
Equipment Allocations	(287,131)	-	(263,019)	-	(188,389)	-
	<b>(125,884)</b>	<b>-</b>	<b>(121,809)</b>	<b>-</b>	<b>(163,003)</b>	<b>-</b>
<b>Other Costs</b>						
Billable Outside Jobs	-	-	-	-	94	-
Billable Outside Jobs - Recoveries	-	-	-	-	-	-
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>94</b>	<b>-</b>

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Schedule of Public Works Expenses

	2013 Actuals	2014 Budget	2014 Actuals	2015 Budget	2015 Actuals	2015 %
<b>Road Maintenance</b>						
Banners	-	10,000	8,596	9,000	2,475	28%
Boulevards	30,956	31,000	30,604	31,000	54,159	175%
Crack Sealing	-	10,000	-	10,000	7,880	79%
Dangerous Trees	13,080	13,000	5,215	13,000	9,763	75%
Ditches & Culverts	4,008	15,000	14,213	15,000	2,618	17%
Dust Control	2,109	4,000	2,180	4,000	2,267	57%
Landscaping	13,664	15,400	16,006	15,400	2,981	19%
Litter Control	8,159	9,000	15,695	9,000	9,608	107%
Marking	6,756	10,000	14,723	10,000	15,063	151%
Mowing	12,312	13,000	20,974	13,000	5,943	46%
Patching	8,553	15,000	9,996	15,000	10,263	68%
Roads-other	11,291	13,700	19,455	13,700	15,907	116%
Seasonal decoration	16,484	16,500	11,616	12,000	14,483	121%
Shoulders	11,516	14,000	6,639	14,000	6,493	46%
Sidewalks	19,068	16,000	15,670	16,000	19,219	120%
Signs	6,789	18,000	9,411	18,000	5,441	30%
Snow removal	12,913	50,000	14,224	50,000	3,924	8%
Storm Drains & Catch Basins	32,540	50,000	42,165	50,000	38,078	76%
Street Lighting	70,527	73,000	78,326	79,000	66,470	84%
Street Sweeping	9,189	11,000	10,612	11,000	8,576	78%
Office Administration Charge	19,970	20,880	20,880	20,400	20,400	100%
	<b>309,885</b>	<b>428,480</b>	<b>367,202</b>	<b>428,500</b>	<b>322,009</b>	<b>75%</b>

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Schedule of Garbage Collection  
Payroll Figures to December 26, 2015

	2013 Actuals	2014 Budget	2014 Actuals	2015 Budget	2015 Actuals	2015 %
<b>Garbage Collection</b>						
<b>Revenues</b>						
Regular collections	302,404	307,000	305,534	308,000	309,926	101%
Toter rentals	4,995	5,000	3,753	4,000	3,804	95%
Penalties	4,204	3,000	4,137	4,000	4,125	103%
Recycling	260	-	25,522	50,000	50,781	102%
	<b>311,863</b>	<b>315,000</b>	<b>338,945</b>	<b>366,000</b>	<b>368,636</b>	<b>101%</b>
<b>Expenditures</b>						
Regular collection costs	178,033	180,000	202,400	191,000	228,210	119%
Special collections	-	-	-	-	198	-
Office Administration Charges	14,770	15,850	15,850	16,000	16,000	100%
PW Administration Charges	20,680	22,190	22,190	22,500	22,500	100%
Tipping Fees	65,879	77,000	72,156	80,000	50,381	63%
Recycling costs	34,401	50,000	38,320	50,000	35,493	71%
	<b>313,762</b>	<b>345,040</b>	<b>350,916</b>	<b>359,500</b>	<b>352,781</b>	<b>98%</b>
<b>Net</b>	<b>(1,899)</b>	<b>(30,040)</b>	<b>(11,971)</b>	<b>6,500</b>	<b>15,856</b>	

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Schedule of Other Development Services  
Payroll Figures to December 26, 2015

	2013 Actuals	2014 Budget	2014 Actuals	2015 Budget	2015 Actuals	2015 %
<b>Public Health</b>						
Ambulance Building Lease	43,248	43,500	44,659	44,830	44,829	100%
Public Health Lease	15,632	15,800	16,100	16,100	16,100	100%
Public Health Expenses	8,164	13,400	10,497	13,400	4,913	37%
<b>NET</b>	50,716	45,900	50,262	47,530	56,016	118%
<b>Planning</b>						
Planning and Zoning Expenses	90,348	32,500	23,012	32,500	13,961	43%
<b>Other Functions</b>						
Town Economic Development	900	3,500	-	8,500	2,120	25%
Age Friendly Grant	-	-	-	19,850	19,715	99%
BC Healthy Communities	481	-	2,491	-	-	-
BC Healthy Communities Grant	(481)	-	(2,491)	-	-	-
Pacific Marine Circle Route	-	1,000	-	1,000	-	0%
Heritage Advisory	749	1,500	2,157	1,500	717	48%
Trail signage	-	-	-	-	-	-
Cowichan Aquatic Centre	-	-	-	3,000	3,046	102%
Neighbourhood of learning	-	-	-	-	-	-
	1,649	6,000	2,157	33,850	25,598	76%
<b>Total Development Services Expenses</b>	<b>100,161</b>	<b>51,900</b>	<b>35,666</b>	<b>79,750</b>	<b>44,471</b>	<b>56%</b>
<b>Centennial Hall</b>	-	-	-	-	-	-
<b>Info Centre</b>						
PW Labour	2,662	3,000	612	3,000	968	32%
Water, Sewer & Garbage	1,174	1,200	1,207	1,200	1,216	101%
Other Expenses	16,492	14,400	14,798	9,400	14,841	158%
PW Recoveries	-	-	-	-	-	-
	20,329	18,600	16,617	13,600	17,024	125%

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Schedule of Parks  
Payroll Figures to December 26, 2015

	2013 Actuals	2014 Budget	2014 Actuals	2015 Budget	2015 Actuals	2015 %
<b>Parks</b>						
Beaver Park	393	500	31	500	31	6%
Bell Tower School	1,498	1,500	2,388	2,400	1,378	57%
Centennial Park	23,073	24,000	23,062	24,000	41,779	174%
Central Park	11,933	16,000	19,367	19,000	16,455	87%
Civic Square	4,987	6,000	2,281	5,000	929	19%
Communities in Bloom	652	4,000	1,418	3,000	379	13%
Community Garden	-	-	2,043	1,500	1,388	93%
Cougar Sign Landscaping	3,974	6,000	1,499	3,000	2,687	90%
Dashwood Park	2,973	1,200	231	1,200	672	56%
Entrance Sign	11,195	12,000	7,844	10,000	12,393	124%
Footbridge	2,628	3,000	5,868	4,000	4,013	100%
Footpath maintenance	1,658	1,900	3,406	2,000	1,506	75%
Forest Ranger Building	2,016	2,000	1,644	2,000	887	44%
Gillespie Park	1,806	1,700	488	1,000	608	61%
Greendale Park	5,952	7,000	1,720	5,000	7,576	152%
Heritage Garden	5,427	7,500	3,293	5,000	4,089	82%
Kaatza Museum	8,802	11,200	8,951	10,000	5,598	56%
King George Roundabout Park	10,504	11,000	3,623	10,000	5,842	58%
Lakedays Preparation	1,658	2,000	1,619	2,000	1,863	93%
Marina Park	1,523	2,000	1,965	2,000	2,713	136%
Memorial Park	6,876	7,000	3,790	6,000	6,734	112%
Ohtaki Park/Kasapi Center	4,223	5,000	1,289	15,000	2,807	19%
Park Bench Maintenance	3,689	7,000	8,495	5,000	5,537	111%
Parks General	18,135	9,000	16,719	16,000	14,969	94%
Parkstone Park	1,603	3,000	912	2,000	830	42%
Joginder Bains Park - Point Ideal	5,279	3,100	3,438	3,500	1,585	45%
Ravine Park	-	450	-	500	-	0%
Riverside Park	5,318	5,500	5,945	5,500	5,704	104%
Sahllam Park	2,904	3,000	1,072	3,000	1,885	63%
Saywell Park	17,444	14,000	24,709	20,000	19,623	98%
Seniors Centre	685	2,000	773	1,000	2,711	271%
Ted Burns Nature Preserve	701	2,000	121	1,000	323	32%
Tennis Courts	1,716	2,000	883	1,000	907	91%
Town Square	-	-	930	3,000	11,161	372%
Trans Canada Trail	1,788	2,000	6,930	5,000	2,493	50%
Trestle Walkway	1,559	3,000	1,968	3,000	1,150	38%
Vandalism	5,139	5,000	988	5,000	874	17%
Washrooms	12,597	13,000	12,363	13,000	12,887	99%
Winter Park	6,723	7,500	3,527	6,500	7,588	117%
Office Administration Charge	12,810	12,700	12,700	11,400	11,400	100%
	<u>211,840</u>	<u>226,750</u>	<u>200,294</u>	<u>239,000</u>	<u>223,951</u>	<u>94%</u>

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Schedule of Parks  
Payroll Figures to December 26, 2015

	2013 Actuals	2014 Budget	2014 Actuals	2015 Budget	2015 Actuals	2015 %
<b>Lakeview Park</b>						
Reservations	102,539	103,200	106,818	104,000	120,276	116%
Walk Ins	21,952	22,000	28,034	22,000	29,457	134%
Power Fees	18,081	18,000	19,623	18,000	21,416	119%
Propane	69	-	-	-	-	-
Wood and ice sales	2,714	2,000	5,005	3,000	3,556	119%
Operating Grant	1,734	-	-	-	-	-
Other Revenue	500	-	-	-	-	-
Moorage	6,643	6,000	7,132	6,000	8,042	134%
	<u>154,232</u>	<u>151,200</u>	<u>166,612</u>	<u>153,000</u>	<u>182,747</u>	<u>119%</u>
Office Administration Charge	6,460	7,185	7,185	7,300	7,300	100%
CLEC Admin Charges	21,735	30,000	30,000	30,000	30,000	100%
Summer Student Wages	40,887	40,000	35,708	40,000	42,923	107%
Maintenance Wages	2,109	4,300	7,031	6,000	4,861	81%
Contracted Services	6,828	8,200	3,926	6,500	7,488	115%
PW Labour	1,015	500	86	500	849	170%
Hydro and Electricity	4,905	6,700	6,772	7,200	6,418	89%
Materials and Supplies	10,928	12,000	18,502	15,000	10,822	72%
Other Expenses	5,494	5,700	7,735	5,900	8,237	140%
Water, Sewer & Garbage	7,543	7,800	9,921	7,800	9,948	128%
Park Attendant/ Security	11,440	18,000	11,098	18,000	10,472	58%
Public Works Charges	178	1,000	97	700	263	38%
Telephone	2,460	4,500	2,944	4,000	3,136	78%
Equipment allocations	6,000	5,000	1,278	4,000	1,751	44%
	<u>127,980</u>	<u>150,885</u>	<u>142,283</u>	<u>152,900</u>	<u>144,468</u>	<u>94%</u>
Net	<u>26,252</u>	<u>315</u>	<u>24,329</u>	<u>100</u>	<u>38,279</u>	

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Schedule of CLEC  
Payroll Figures to December 26, 2015

	2013 Actuals	2014 Budget	2014 Actuals	2015 Budget	2015 Actuals	2015 %
<b>Revenues</b>						
Group Revenues	391,184	360,000	361,188	385,000	417,090	108%
Programming revenues	7,475	5,000	2,578	5,000	-	0%
Rental Income	5,200	5,200	5,200	5,200	5,200	100%
JCP	-	-	-	-	600	-
	<u>403,859</u>	<u>370,200</u>	<u>368,965</u>	<u>395,200</u>	<u>422,890</u>	<u>107%</u>
<b>Expenditures - Variable</b>						
Program Services	6,498	11,000	10,796	10,000	8,662	87%
Kitchen Wages	85,368	62,000	70,655	70,000	76,564	109%
Food Supplies	69,899	62,000	58,477	60,000	66,246	110%
Custodians	26,593	21,000	27,785	30,000	32,046	107%
Equipment	-	-	-	-	-	-
Supplies	4,524	3,000	3,976	4,000	2,499	62%
	<u>192,884</u>	<u>159,000</u>	<u>171,689</u>	<u>174,000</u>	<u>186,018</u>	<u>107%</u>
<b>Expenditures - Fixed</b>						
Admin Salaries	162,809	175,000	174,718	180,000	162,265	90%
Wage Recoveries	(21,735)	(30,000)	(30,000)	(30,000)	(30,000)	100%
Housing Allowance	5,200	5,200	5,200	5,200	5,200	100%
Town Administration	19,590	19,135	19,135	20,000	20,000	100%
Electricity	16,461	17,500	18,439	19,000	17,749	93%
Heat	19,070	19,000	20,080	19,000	9,870	52%
Telephone & other Utilities	8,840	8,700	9,196	9,300	9,815	106%
Bad Debts	-	-	-	-	-	-
Advertising	-	-	-	2,000	-	0%
Contracted Services	9,026	5,000	7,472	5,000	12,937	259%
Maintenance	15,648	15,000	36,410	21,000	27,311	130%
Public Works Charges	6,866	8,000	5,496	6,000	3,017	50%
Miscellaneous Operations	770	300	-	200	38	19%
	<u>242,545</u>	<u>242,835</u>	<u>266,145</u>	<u>256,700</u>	<u>238,202</u>	<u>93%</u>
Total Expenses	<u>435,428</u>	<u>401,835</u>	<u>437,834</u>	<u>430,700</u>	<u>424,220</u>	<u>98%</u>
NET CLEC OPERATIONS	<u>(31,569)</u>	<u>(31,635)</u>	<u>(68,868)</u>	<u>(35,500)</u>	<u>(1,330)</u>	
NET LAKEVIEW AND CLEC	<u>(5,317)</u>	<u>(31,320)</u>	<u>(44,539)</u>	<u>(35,400)</u>	<u>36,949</u>	
<b>Lakeview Park Road</b>						
Road maintenance	<u>6,942</u>	<u>12,000</u>	<u>1,540</u>	<u>11,000</u>	<u>3,551</u>	<u>13%</u>
NET	<u>(12,259)</u>	<u>(43,320)</u>	<u>(46,079)</u>	<u>(46,400)</u>	<u>33,399</u>	

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Schedule of Capital Expenses

	2013	2014	2014	2015	2015	2015
	YTD Actuals	Budget	YTD Actuals	Budget	YTD Actuals	Var
<b>General</b>						
Asbestos Inventory	-	-	-	20,000	5,272	26%
Computer Equipment	-	5,000	2,280	10,000	-	0%
Health Unit Repairs	-	-	-	-	-	-
Office Equipment	-	-	-	-	-	-
Land Purchase	33,671	-	5,359	32,378	44,964	139%
Office Improvements	-	-	-	-	268	-
Town hall renovations	12,515	950,000	4,862	1,000,000	12,938	1%
Museum Roof	-	-	-	-	-	-
	<u>46,186</u>	<u>955,000</u>	<u>12,501</u>	<u>1,062,378</u>	<u>63,442</u>	<u>6%</u>
<b>CLEC</b>						
Clec Windows	-	-	-	25,000	-	0%
Clec Roofing	-	15,000	-	17,000	7,500	44%
Clec Renovations	-	-	-	20,000	2,118	-
Defibrillators	-	2,000	-	4,000	4,249	106%
Electrical upgrades	-	20,000	-	-	-	-
Matresses	-	-	-	-	-	-
Linens Etc.	-	-	-	-	-	-
Concrete patio/deck renovation	-	10,000	9,594	13,500	8,500	63%
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>47,000</u>	<u>9,594</u>	<u>79,500</u>	<u>22,367</u>	<u>28%</u>
<b>Fire Department</b>						
Air Shoring	-	5,000	5,350	5,000	2,675	54%
Computer Equipment Mobile CAD	-	5,000	840	-	-	-
Data Administration	-	5,000	1,000	-	-	-
Compressor fan - firehall	-	-	-	4,000	-	0%
Exhaust Nedermom damage #10	-	3,000	3,928	-	-	-
Fire/Rescue Truck	117,346	245,000	254,860	-	-	-
SCBA Packs	-	-	-	-	-	-
Heat Pump/Generator Replacement	-	-	-	15,000	-	0%
Inventory-Fire trucks and equipment	-	-	-	-	-	-
Misc Fire Equipment	-	7,000	8,404	3,000	6,644	221%
Pagers	-	-	-	-	-	-
Preplans for Town Buildings	-	5,000	-	-	-	-
Projector screen/color printer	-	2,800	1,298	-	-	-
Rescue boat	44,340	-	-	-	-	-
Rescue boat recovery	(44,340)	-	-	-	-	-
Repaint Firehall	-	-	-	5,000	7,900	158%
Thermal Camera	-	-	-	6,000	7,865	131%
Turnout Gear Dryer - Cap	-	-	-	10,000	8,951	-
Truck purchase	-	55,000	57,233	-	-	-
Tools and Equipment	-	6,000	9,878	6,000	1,991	33%
Holmatro upgrade and used pump	12,525	-	-	-	-	-
Hoses and valving	-	8,000	3,275	8,000	2,605	33%
Ventilation fan	-	3,000	-	-	-	-
	<u>129,871</u>	<u>349,800</u>	<u>346,065</u>	<u>62,000</u>	<u>38,630</u>	<u>99%</u>

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
General Fund - Schedule of Capital Expenses

	2013	2014	2014	2015	2015	2015
	YTD Actuals	Budget	YTD Actuals	Budget	YTD Actuals	Var
<b>Public Works</b>						
Equipment Purchase	133,859	440,000	356,721	-	-	-
Organic Waste Study	-	-	-	-	-	-
Computer Software	-	11,500	-	-	-	-
Annual Paving Program	-	45,000	-	190,000	129,681	68%
North Shore Rd Engineering	-	-	-	40,000	5,033	13%
Organic Waste Containers	-	140,000	114,687	-	-	-
Pedestrian Crosswalks	-	-	-	-	-	-
Garbage truck shelter	-	-	-	10,000	-	0%
Sidewalks	-	-	-	40,000	13,254	33%
Signs - Capital	-	30,000	15,255	50,000	15,207	30%
South Shore Road Improvements	774,793	180,000	176,902	-	-	-
South Shore Rd Landscaping/Irrigator	96,405	-	-	-	-	-
Renfrew Town Square	32,949	480,000	499,349	-	-	-
Stormwater Mapping	0	112,035	74,156	37,880	4,681	12%
Small tools	1,284	15,000	8,716	5,000	2,558	51%
	<u>1,039,290</u>	<u>1,453,535</u>	<u>1,245,786</u>	<u>372,880</u>	<u>170,413</u>	<u>86%</u>
<b>Lakeview Park</b>						
Lakeview JCP - Cap	-	-	-	-	-	-
Lakeview JCP Recoveries	-	-	-	-	-	-
Resurfacing campsites - gravel/sand	-	-	-	3,000	-	-
Floating walkway repairs	-	-	-	7,000	13,500	-
Lakeview Washrooms	-	15,000	-	30,000	3,579	0%
	<u>-</u>	<u>15,000</u>	<u>-</u>	<u>40,000</u>	<u>17,079</u>	<u>0%</u>
<b>Parks</b>						
Charging Station	12,519	-	-	-	-	-
Central Park Washroom/Stage	-	-	-	60,000	88,379	147%
Centennial Park	-	30,000	2,658	25,000	-	0%
Little League	9,293	-	-	-	-	-
Misc Parks Capital	-	-	-	-	-	-
Park Benches	-	-	-	-	-	-
Playground equipment	-	-	-	-	-	-
Saywell Park Improvements	-	-	-	40,000	43,808	110%
Saywell Park JCP	122,067	-	-	-	7,017	-
Saywell Park JCP Recoveries	(37,826)	-	-	-	(14,595)	-
Kaatza Museum JCP	-	-	-	-	603	-
	<u>106,053</u>	<u>30,000</u>	<u>2,658</u>	<u>125,000</u>	<u>125,211</u>	<u>100%</u>
<b>Total General Capital</b>	<u>1,321,401</u>	<u>2,850,335</u>	<u>1,616,603</u>	<u>1,741,758</u>	<u>437,143</u>	<u>25%</u>

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
Sewer Fund  
Payroll Figures to December 26, 2015

	2013 YTD Actuals	2014 Budget	2014 YTD Actuals	2015 Budget	2015 YTD Actuals	2015 %
<b>Revenues</b>						
User Rates	408,184	409,000	428,719	430,000	432,973	101%
Connection Fees	475	1,000	180	600	2,710	452%
Penalties And Other Interest	5,444	4,500	4,979	4,500	4,895	109%
Sewer Facilities Grant	-	-	-	-	-	-
Conditional Grants	-	1,350,000	-	1,350,000	1,148,520	85%
Debt	-	-	-	-	-	-
Parcel Tax	164,000	164,000	164,200	164,000	163,900	100%
Contribution from others	-	-	-	-	-	-
Transfer From Surplus	-	234,715	-	334,900	-	0%
	<u>578,102</u>	<u>2,163,215</u>	<u>598,079</u>	<u>2,284,000</u>	<u>1,752,998</u>	<u>1</u>
<b>Expenditures</b>						
Administration	1,924	2,700	1,520	2,700	1,622	60%
Office Administration	45,640	47,340	47,340	47,300	47,300	100%
Consumption Rebates	1,200	1,500	1,463	1,500	838	56%
PW Administration	57,050	59,175	59,175	75,000	75,000	100%
Discounts	29,109	29,000	29,848	29,000	29,977	103%
General Maintenance	51,090	68,500	48,629	68,000	65,117	96%
Connections Maintenance	1,962	9,300	6,982	9,500	6,723	71%
Chlorination	5,710	5,000	6,571	8,000	7,593	95%
New Connections	-	10,000	4,414	8,000	276	3%
Sewer Flushing	5,964	6,300	6,015	6,500	7,120	110%
Sewer Pump Maintenance	24,226	42,400	25,709	46,500	38,219	82%
Sewer Lagoon Maintenance	60,808	62,000	41,309	62,000	87,388	141%
Transfer to Surplus	-	-	-	-	-	-
Amortization - Sewer Fund	56,078	-	56,078	-	-	-
Capital	31,459	1,820,000	37,367	1,920,000	1,520,725	79%
	<u>372,221</u>	<u>2,163,215</u>	<u>372,421</u>	<u>2,284,000</u>	<u>1,887,897</u>	<u>83%</u>
Surplus(Deficit)	<u>205,882</u>	<u>-</u>	<u>225,658</u>	<u>-</u>	<u>(134,900)</u>	

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
Sewer Fund  
Payroll Figures to December 26, 2015

	2013 YTD Actuals	2014 Budget	2014 YTD Actuals	2015 Budget	2015 YTD Actuals	2015 %
<b><u>SEWER CAPITAL</u></b>						
Liftstation #1 - Flood Protection	-	-	-	-	-	-
Sewer I&I	31,459	120,000	10,141	220,000	9,200	8%
SEWER TREATMENT MISCELLANEOUS	-	-	-	-	-	-
SEWER TREATMENT DESIGN WORK	-	-	-	-	-	-
SEWER TREATMENT CONSTRUCTION	-	1,700,000	27,226	1,700,000	1,511,525	2%
Wellington Sanitary Sewer	-	-	-	-	-	-
Riverside Force Main	-	-	-	-	-	-
	<u>31,459</u>	<u>1,820,000</u>	<u>37,367</u>	<u>1,920,000</u>	<u>1,520,725</u>	

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
Water Fund  
Payroll Figures to December 26, 2015

	2013 YTD Actuals	2014 Budget	2014 YTD Actuals	2015 Budget	2015 YTD Actuals	2015 %
<b>Revenues</b>						
User Rates	493,269	494,000	516,327	516,000	520,274	101%
Connection Fees	2,700	1,000	180	600	6,660	1110%
Fire Hydrant Installation & other	23,557	-	6,390	1,500	9,622	641%
Other Penalties And Interest	6,369	6,500	6,563	6,500	6,028	93%
Infrastructure Grant	23,447	-	-	71,327	-	0%
Debt	-	-	-	-	-	-
Parcel Tax	167,300	167,300	167,400	167,200	167,100	100%
Transfer From Surplus	-	-	-	19,413	-	0%
	<u>716,642</u>	<u>668,800</u>	<u>696,860</u>	<u>782,540</u>	<u>709,683</u>	<u>91%</u>
<b>Expenditures</b>						
Administration	1,382	3,400	1,138	3,400	1,060	31%
Office Administration	62,980	65,770	65,770	65,600	65,600	100%
PW Administration	78,475	82,210	82,210	82,000	82,000	100%
Consumption Rebates	1,200	1,500	1,463	1,500	838	56%
Discounts	35,764	36,000	36,023	36,000	36,215	101%
Safety and Training	4,675	4,500	364	4,500	6,405	142%
Chlorination	7,841	8,000	7,943	8,000	8,798	110%
Flushing	6,784	9,900	9,414	11,000	11,618	106%
Reservoir	5,827	4,500	1,474	4,500	4,161	92%
General Maintenance	86,068	89,000	65,335	89,000	79,876	90%
Hydrants	19,783	24,000	25,879	24,000	14,568	61%
New Connections	3,202	10,000	3,038	8,000	7,950	99%
Connection Maintenance	92,190	75,000	60,983	75,000	54,665	73%
Water Meters	5,207	6,000	4,822	6,000	11,322	189%
Pump House Maintenance	30,602	32,800	24,576	32,800	30,077	92%
Booster Pumps Maintenance	8,243	10,250	7,171	10,250	10,475	102%
Slopes water pump station	4,751	8,000	6,767	8,000	3,766	47%
Greendale Water Connection	5,343	6,000	2,782	6,000	3,357	56%
Transfer to surplus	-	100,970	-	-	-	-
Amortization - Water Fund	87,616	-	93,040	-	-	-
Capital	49,566	91,000	33,158	306,990	18,687	6%
	<u>597,497</u>	<u>668,800</u>	<u>533,351</u>	<u>782,540</u>	<u>451,437</u>	<u>58%</u>
Surplus(Deficit)	<u>119,145</u>	<u>-</u>	<u>163,509</u>	<u>-</u>	<u>258,246</u>	

TOWN OF LAKE COWICHAN  
Statement of Expenditure - December 31, 2015  
Water Fund  
Payroll Figures to December 26, 2015

	2013 YTD Actuals	2014 Budget	2014 YTD Actuals	2015 Budget	2015 YTD Actuals	2015 %
<u>WATER CAPITAL</u>						
Cowichan Lake Road Loop	13,679	-	-	-	-	-
Fire Hydrant Upgrades	-	15,000	-	-	-	-
Greendale Road Watermain Design	-	-	-	-	-	-
Water metering	31,136	-	-	-	-	-
Water Modelling	-	6,000	5,053	-	-	-
Water Treatment Upgrade	4,751	50,000	17,660	200,000	18,687	9%
Watermain upgrades	-	-	-	106,990	-	0%
Wilson & Park Watermain	-	20,000	10,445	-	-	-
	<u>49,566</u>	<u>91,000</u>	<u>33,158</u>	<u>306,990</u>	<u>18,687</u>	<u>6%</u>



# Building Report

*F&Admin  
Jan 12/16  
6(b)*

**TO:** Chief Administrative Officer

**SUBJECT:** Building Permit Summary for the Month of DECEMBER 2015

**DATE:** JANUARY 5/2016

**FROM:** Building Inspector

## Applications

	Outstanding Permits		Applications Completed		Taken out in Current Month
	Previous Years'	Current Year	Previous Years'	Current Year	
Single Family Dwellings		6	1		
Commercial				1	1
Carport / garage					
Demolitions		1			
Renovations		5		1	1
Deck		1	1		
Lawn Sprinkler / Woodstove	1				
Relocated Home					
Other <u>SHED</u>		1			1
<b>TOTALS</b>	<b>1</b>	<b>14</b>	<b>2</b>	<b>2</b>	<b>3</b>

Building Permit Fees	Value of construction	Permit fees
For the current month	265,276.00	1,806.00
Year to Date	1,618,396.00	21,136.00

  
 \_\_\_\_\_  
 Dennis Young



Lake Cowichan Fire Department

P.O. Box 31

Lake Cowichan, BC

V0R 2G0

(250)749-3522

*Fi Admin*  
*Jan. 12/16*  
*6(c)*

## December 2015 Monthly Incident Report

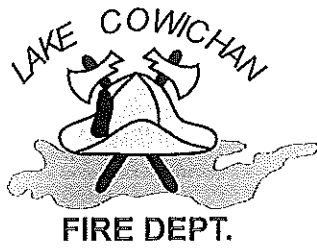
- 1 Business Meeting / Practice
- 3 Practices
- 1 Truck Clean
- 6 MVA
- 1 Meeting with Forestry and Industry
- 2 Hydro Line Fire
- 2 Medical Assist
- 1 Burning Complaint
- 2 Chimney Fire
- 1 Structure Fire
- 1 Report of Red Flares in Sky
- 4 NFPA Test
- 5 Officer's Monthly Duty Sheets
- 1 Sec/Treasurer Monthly Stipend

**Total Call Outs & Practices**

**\$8783.86**

**Grand Total**

**\$8783.36**

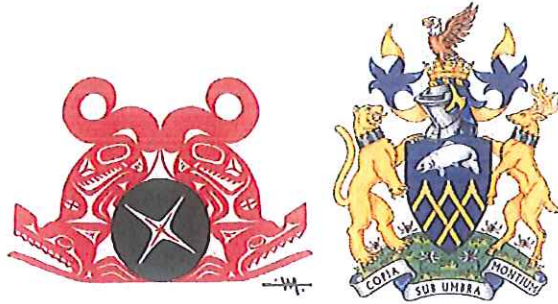


Lake Cowichan Fire Department  
P.O. Box 31  
Lake Cowichan, BC  
V0R 2G0  
(250)749-3522

Fire Stats December 2015

<u>Date</u>	<u>Time</u>	<u>Location</u>	<u>Incident</u>	<u>Men</u>	<u>Hrs</u>	<u>Cost</u>
12/01	11:06 AM	50 Park Rd	Structure Fire	14	3	\$781.83
12/02	3:55 PM	7785 Cowichan Lake Rd	Hydro Line Fire	11	1	\$186.37
12/02	6:15 PM	32 Nelson Rd	Chimney Fire	17	1	\$278.26
12/06	1:20 PM	112 Eldred Rd	Burning Complaint	2	1	\$38.56
12/07	7:00 PM	Fire Hall	Business Meeting	27	2	\$892.62
12/09	6:00 PM	Fire Hall	Truck Check	15	2	\$436.24
12/10	7:29 AM	191 South Shore Rd	Hydro Line Fire	14	1	\$242.29
12/11	8:30 AM	Duncan Fire Hall	South Island Forestry Meeting	1	4	\$77.12
12/12	2:15 PM	294 South Shore Rd	Medical Assist	12	1	\$223.68
12/14	3:25 AM	508 Beech Dr	Medical Assist	12	1	\$205.65
12/14	7:00 PM	Fire Hall	Practice	25	2	\$855.98
12/17	8:40 AM	HWY 18	MVA	14	1	\$263.49
12/17	10:45 AM	Youbou Rd/ Indian Rd	MVA	11	1	\$207.57
12/22	7:00 PM	Fire Hall	Practice	21	2	\$782.70
12/24	10:33 PM	8391 Youbou Rd	MVA	17	1	\$276.63
12/24	10:45 PM	SW of Beech Cres/Slopes Subdivision	Red Flares in Sky	17	1	\$276.63
12/27	7:48 AM	Meades Creek Rd	MVA	23	1	\$391.06
12/27	9:00 AM	HWY 18/Skutz Falls Rd	MVA	23	1	\$391.06
12/27	9:25 AM	HWY 18	MVA	19	1	\$334.47
12/28	7:00 PM	Fire Hall	Practice	15	2	\$517.20

12/31	10:29 AM	142 Cowichan Lake Rd	Chimney Fire	17	1	\$296.58
			NFPA Tests	4	26	\$490.92
			Officer/Duty Sheets	3	7	\$186.95
			Sec/Treasurer Stipend			\$150.00
		<b>Total</b>				<b>\$8783.86</b>



F:Admin  
Jan 12/16.  
7(6)

## Municipal Type Service Agreement

This agreement made this 1<sup>st</sup> of January, 2016

### BETWEEN:

Town of Lake Cowichan

PO Box 860, 39 South Shore Road  
Lake Cowichan, BC V0R 2G0

(hereinafter called the "Municipality")

### AND:

Lake Cowichan First Nation

PO Box 1376, 313 Deer Road  
Lake Cowichan, BC V0R 2G0

(hereinafter called the "First Nation")

(collectively, the "Parties")

### WHEREAS:

- A. The First Nation's Band Council has approved this Agreement by passing Band Council Resolution 2015112401 at its meeting held on November 24<sup>th</sup>, 2015 in accordance with the provisions of the Indian Act, R.S.C. 1985, c. I-5. A certificate of the Band Council Resolution is attached to this Agreement as Schedule A
- B. The Municipal Council has approved this Agreement by passing Resolution No. \_\_\_\_\_ at its meeting held on \_\_\_\_\_. A copy of the Resolution is attached to this Agreement as Schedule B.

- C. The Municipality wishes to provide water, waste water, and fire protection, collectively “Municipal Services”, to the First Nation’s Reserve Lands all in accordance with the terms and conditions set out in this Agreement.
- D. The First Nation wishes the Municipality to provide, under the terms and conditions of this Agreement, Municipal Services.
- E. The said Parties deem it to their mutual interest to enter into this Agreement.

**THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows:**

**1.0 DEFINITIONS**

- 1.1 In this agreement, including this section, the recitals and schedules hereto, unless the context otherwise requires:

“**Agreement**” means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.

“**Annual Fee**” has the meaning ascribed in section 11.2.

“**Building**” means a building, mobile home, or a structure, whether occupied or not.

“**Fire Chief**” means the person appointed as the Chief of Lake Cowichan Volunteer Fire Department, and any officer, member or inspector who in the normal course of his or her duty is authorized by the Fire Chief to act on his or her behalf.

“**Fire Protection Bylaw**” means the Town of Lake Cowichan Fire Protection Bylaw, as such bylaw may be amended or replaced from time to time.

“**Lands**” means anything within the boundaries of the First Nation lands.

“**Leasehold Land**” means any areas of the Reserve that are leased under the provisions of the Indian Act, RSC 1985, c. 1-5 to any non-Band members at any time during the Term.

“**Leaseholder**” means a tenant or occupier of leasehold land.

“**Municipal Sewer System**” means the Municipality’s system of sanitary sewer mains and sewage treatment facilities.

“**Municipal Water System**” means the Municipality’s system of water mains and pipes, pumps, and other facilities and equipment used to supply potable water.

“**Municipal Services**” means, collectively, the provision of water and waste water, fire protection as outlined in this Agreement.

**“Municipal Specifications”** means the engineering and design standards as indicated by the Municipality.

**“Professional Engineer”** means a professional engineer specializing in municipal water and sewer system infrastructure who is registered and in good standing with the Association of Professional Engineers and Geoscientists of BC.

**“Reserve”** means the Lake Cowichan First Nation which is a reserve within the meaning of the *Indian Act* R.S.C. 1985, c. 1-5.

**“Reserve Infrastructure”** means any and all streets, roadways, bridges and associated streetlights and sidewalks, traffic lights and traffic control signs on the Reserve for the provision of access to or from the Lands, driveways for access to or from Buildings and all water mains, lines, hydrants, connections and associated works on or under the Lands as necessary for the purpose of providing the Services to the Lands and Buildings.

**“Reserve Sewer System”** means the system of sanitary sewer mains and laterals constructed by the First Nation on the Reserve for the purpose of collection and conveying sanitary waste from the Reserve under this Agreement.

**“Reserve Systems”** means collectively, the Reserve Sewer System and the Reserve Water System.

**“Reserve Water System”** means the system of water mains and lateral supply pipes constructed by the First Nation on the Reserve for the provision of water services to the Reserve under this Agreement.

**“Service”** means a Municipal Service.

**“Serviced Properties”** means any property which falls under the jurisdiction of this Agreement and is receiving Municipal Services.

**“Term”** means a period of time which this Agreement remains in force and effect, as described in Section 2.

## 2.0 TERM

- 2.1 Subject to earlier termination under Section 2.2, 13.1, or 13.2, or 19.2 below, this Agreement commences on January 1<sup>st</sup>, 2016 and shall continue to December 31<sup>st</sup>, 2020.
- 2.2 This Agreement may be terminated on 6 months prior written notice by either Party, at their sole discretion.
- 2.3 Failure to renew or replace this Agreement or to provide earlier termination thereof, places the Parties in over holding status, and all agreements and obligations herein remain in effect on a

month-to-month basis. Renewal is exercisable by the First Nation upon written notice to the municipality and subject to the First Nation's compliance with the Agreement.

#### **PART 1 – PROVISION OF SERVICES**

##### **3.0 GENERAL COVENANTS OF THE MUNICIPALITY**

- 3.1 The Municipality shall provide, for the Term of this Agreement, Municipal Services to the First Nation in accordance with the terms and conditions in this Agreement.
- 3.2 The Municipality shall bill the First Nation for the cost of the Services in accordance with the payment provisions for each Service, as set out in this Agreement.
- 3.3 The Municipality shall inform the First Nation of any changes that may affect the quantity, quality, or level of service associated with this Agreement as outlined in Section 22.

##### **4.0 GENERAL COVENANTS OF THE FIRST NATION**

- 4.1 The First Nation will comply with and take all reasonable steps to ensure compliance with any person receiving the Municipal Services with the Municipality's relevant Bylaws and Codes as follows:
  - (a) Town of Lake Cowichan Water Regulations and Rates Bylaw No. 968-2015, Schedule "A";
  - (b) Town of Lake Cowichan Sewer Regulations and Rates Bylaw No. 969-2015, Schedule "A";
  - (c) Town of Lake Cowichan Fire Protection Bylaw No. 865-2009.

and any amendments thereto or replacements thereof, and all applicable provincial and federal regulations.

- 4.2 The Municipality will not be held liable for any loss resulting from non-compliance with the Municipality's bylaws. This indemnity survives the termination or expiration of this Agreement.
- 4.3 The First Nation shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing residents, businesses, buildings, roads, and locations which require Municipal Services under this Agreement as they are updated by the procedure outlined in Section 20.
- 4.4 The First Nation shall pay for the Municipal Services in accordance with the terms and conditions of this Agreement as ascribed in Section 11.

## **5.0 QUALITY OF SERVICE**

- 5.1 The quality and quantity of the Services to be provided by the Municipality under this Agreement will be any less than the quality and quantity of Services provided by the Municipality to the users of such Services on non-Reserve lands within the Municipality. The Municipality is not obliged to provide Services at a greater level or degree than the level or degree to which the same Service is provided elsewhere within the Municipality. The Municipality makes no representation or warranty that the level or degree of Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. The First Nation acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Services, and that the Municipality will not be held liable for any losses, costs, damages, claims or expenses arising from or connected with a temporary interruption or reduction in the level of a Service provided under this Agreement.

## **PART II – WATER AND SEWER SERVICES**

### **6.0 WATER AND SEWER SERVICES**

- 6.1 During the Term, the District will provide the following water and sewer services to the Reserve in accordance with the terms and conditions in this Agreement:
- (a) a supply of water to the Reserve through the Reserve Water System;
  - (b) the collection, conveyance, treatment and disposal of sanitary waste that is discharged from the Reserve through the Reserve Sewer System;
- 6.2 The First Nation must construct at its sole cost, and to be in compliance, any works required for the purpose of connecting:
- (a) the Reserve Water System to the Municipal Water System;
  - (b) the Reserve Sewer System to the Municipal Sewer System;

whether such works are required to be constructed on or off the Reserve. Any required extension of or connection to water and sewer services on Municipality property or within a Municipality highway or right of way will become the property of the Municipality upon certification by the Municipality of the completion of such works to the standards required under this Agreement.

### **7.0 CONSTRUCTION OF NEW RESERVE SYSTEMS**

- 7.1 The First Nation will retain a Professional Engineer to design and to provide engineering services for the construction of a Reserve System, which Engineer shall certify to the Municipality that such works have been constructed to Municipal Specifications. The Engineer's certification must

be delivered to Municipality, along with all of the Engineer's inspection records and as-built drawings before any new Reserve System may be connected to the Municipal Water or Sewer Systems, respectively.

#### **8.0 OWNERSHIP OF RESERVE SYSTEMS**

8.1 Subject to Section 6.2, the First Nation shall at all times retain ownership of the Reserve Systems, and no interest, right or title to the Reserve Systems shall be conveyed to the Municipality under this Agreement.

8.2 Except with the prior written consent of the First Nation, the Municipality will not utilize the Reserve Systems or establish any connection thereto, except for the purpose of providing water and sewer services under this Agreement.

### **PART III - FIRE PROTECTION SERVICES**

#### **10.0 FIRE PROTECTION SERVICES**

10.1 The Municipality shall provide Fire Protection Services to the Lands, including all buildings, fixtures, vehicles, and persons in accordance with the terms and conditions in this Agreement.

10.2 On the first day of January during each year of the Term, the First Nation shall provide the Municipality, in a form and with content satisfactory to the Municipality, information regarding all parcels of property and other taxable folios within the Lands.

10.3 The Municipality is not obliged to provide the Fire Protection Services to any occupier or Building on the Lands if there is an outstanding stop work or fire prevention order in respect of the Building that has not been remedied to the satisfaction of the Municipality's Fire Chief or if the Reserve Infrastructure necessary for the provision of the Services, including hydrants and water mains, do not meet the applicable safety and engineering standards for such works in the Town of Lake Cowichan.

10.4 The Municipality shall keep the First Nation informed of the location of the designated fire hall and the telephone number to be used.

10.5 The Municipality shall keep the First Nation notified as to the identity of the Fire Chief; as well as the contact information in case of emergency.

10.6 The First Nation shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing streets, water distribution lines, addresses (visibly shown) and fire hydrants located on the Land on the commencement date of the Agreement.

10.7 The First Nation shall give the Municipality a list of all Buildings on the Lands and their locations. The First Nation shall upon request of the Municipality guide the Fire Chief on an inspection of the Lands to confirm the location of all Buildings on the Lands.

10.8 The First Nation shall notify the Municipality of:

- (a) any inspection reports and orders that are issued to the occupants or owners of any Buildings on the Lands as they occur;
- (b) any new Buildings which have been constructed, erected, or placed on the Lands during the present month, no later than the first day of the following month; and,
- (c) immediately notify the Municipality in writing of the malfunctioning of fire hydrants.

following the notice procedure outlined in Section 15.

10.9 The First Nation shall retain in its administration records:

- (a) copies of those plans that have been approved for all purposed Buildings;
- (b) copies of any plans that have been approved for all additions to existing Buildings.

10.10 The Municipality will service and maintain; as well as investigate ways to build capacity within the First Nation; in good working order all fire hydrants, water distribution lines, and other Reserve Infrastructure necessary for the provision of Fire Protection Services on the Lands to the standard substantially the same as elsewhere in the Town of Lake Cowichan; and will permit the Municipality's Fire Chief or his or her representatives to inspect and operate all such water distribution lines, fire hydrants and related Reserve Infrastructure.

10.11 The First Nation will indemnify and hold harmless the Municipality from any loss, damage, expense or cost suffered or incurred as a consequence of any fire at or in Buildings on the Lands to the extent caused by the failure of such Buildings to meet the fire codes and fire safety regulations applicable elsewhere in the Town of Lake Cowichan or the failure by the First Nation administration to:

- (a) maintain fire hydrants and water distribution lines and other Reserve Infrastructure to the standards required by this Agreement;
- (b) provide the Municipality with reasonable and sufficient access to the Lands to deliver the Services;
- (c) maintain and supply to the Municipality the information and records required under this Agreement.

## **PART V – PAYMENT FOR SERVICES**

### **11.0 PAYMENT FOR SERVICES**

- 11.1 The First Nation will pay the Municipality for the supply of Municipal Services in accordance with the terms and conditions of this Agreement.
- 11.2 The fees calculated for the provision of each Municipal Service under this Agreement shall be set out in an annual invoice based on charges relating to the bylaws noted in Section 4.
- 11.3 The Annual Fee shall be recalculated and amended no later than January 1<sup>st</sup> of each year of the Term of this Agreement in an amount equal to the Annual Fee for the Municipal Services.
- 11.4 The Municipality will provide an invoice to the First Nation for the Annual Fee.
- 11.5 The First Nation will pay all of the Municipality's invoices within thirty days of issuance.

## **PART VI – GENERAL CLAUSES**

### **12.0 RIGHTS OF ACCESS**

- 12.1 Representatives of the Municipality may at any time enter upon the Reserve for the purpose of providing any of the Services required in accordance with this Agreement as outlined by Section 3 or the purposes of inspecting the Reserve Systems and Reserve Infrastructure and ensuring compliance with the terms of the Agreement.
- 12.2 The First Nation may apply to have access to Municipality's highways or Rights of Way for the purpose of constructing any works or services required under this Agreement, in accordance with the procedures established under bylaws of the Town.

### **13.0 TERMINATION FOR BREACH OF AGREEMENT**

- 13.1 Should either party be in breach of its covenants or undertakings under this Agreement, other than a failure by the First Nation to pay for Services, which remains un-rectified for a period of sixty days following written notification of such breach, the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement. The Parties acknowledge and agree that this Section 13.1 does not limit either Party's respective rights under Section 12.1 or 12.2 above.
- 13.2 If this Agreement is terminated or otherwise cancelled for any reason, a prorated portion of any advance payments made by the First Nation will be refunded once all amounts owing to the Municipality have been fully paid.

#### **14.0 LIABILITY**

14.1 The Municipality does not warrant or guarantee the continuance or quality of any of the services provided under this Agreement and shall not be liable for any damages, expenses, or losses occurring by reason of suspension or discontinuance of the Services for any reason which is beyond the reasonable control of the Municipality, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the Reserve Systems and Reserve Infrastructure, or in the manufacture of any materials used therein, and other similar circumstances.

#### **15.0 COMMUNICATIONS AND CONTRACT PROTOCOL**

15.1 All the Parties to this agreement will appoint one or more representatives, with notice to the other Parties of such appointments as the principal contacts for official communications about this Agreement, and as the principal contacts for operational matters pursuant to this Agreement. The Parties further agree to establish a communications protocol to manage issues arising under this Agreement.

#### **16.0 DISPUTE RESOLUTION**

16.1 In the event that a dispute arises the parties agree to handle the situation with respect and the intent of "Nuts'umaat Shqwaluwun".

16.2 If the dispute cannot be resolved then each party will bring it back to each respective table to discuss internally and then bring any resolution back to the collective parties for further discussion.

16.3 If the dispute still persists, the item will be removed from the discussion until consensus can be reached.

#### **17.0 ACKNOWLEDGEMENT OF RIGHTS**

17.1 Nothing contained in this Agreement will be deemed to limit or affect any other Aboriginal rights or claims the First Nation may have at law or in equity. Nothing contained in this Agreement will be deemed to limit or affect the legal rights, duties or obligations of the Municipality. The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to other Agreements.

#### **18.0 HEADINGS**

18.1 Headings that precede sections are provided for the convenience of the reader only and shall not be used in constructing or interpreting the terms of this Agreement.

## 19.0 ENTIRE AGREEMENT

- 19.1 This Agreement constitutes the entire Agreement between the Parties in relation to the provision of Municipal Services and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Agreement.
- 19.2 This Agreement supersedes, merges, and cancels any and all pre-existing agreements and understandings in relation to the provision of Municipal Services in the course of negotiations between the Parties.

## 20.0 NOTICE

- 20.1 The address for delivery of any notice or other written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other Party of any change of address, shall be as follows:

(a) to Municipality: *Attention: Joseph Fernandez, Chief Administrative Officer*  
*PO Box 860, 39 South Shore Road*  
*Lake Cowichan, BC V0R 2G0*

(b) to First Nation: *Attention: Aaron Hamilton, Operations Manager*  
*PO Box 1376, 313 Deer Road*  
*Lake Cowichan, BC V0R 2G0*

- 20.2 Any notice mailed shall be deemed to have been received on the fifth (5<sup>th</sup>) business day following the date of mailing. By notice faxed or emailed will be deemed to have been received on the first (1<sup>st</sup>) business day following the date of transmission. For the purposes of Section 20.2, the term "business day" shall mean Monday to Friday, inclusive of each week, excluding days which are statutory holidays in the Province of BC
- 20.3 The Parties may change their address for delivery of any notice or other written communication in accordance with Section 26.1.

## 21.0 SEVERANCE

- 21.1 In the event that any provision of the Agreement should be found to be invalid, the provision shall be severed and the Agreement read without reference to that provision.
- 21.2 Where any provision of the Agreement has been severed in accordance with Section 27.1 and that severance materially affects the implementation of this Agreement, the parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this Agreement accordingly.

**22.0 AMENDMENT**

22.1 The Agreement shall not be varied or amended except by written agreement of both Parties.

22.2 No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all parties hereto and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

**23.0 GOVERNING LAWS**

23.1 The provisions of this Agreement will be governed and interpreted in accordance with the laws of *[insert province]* or Canada, as applicable.

**24.0 ASSIGNMENT**

24.1 The rights and obligations of the Parties may not be assigned or otherwise transferred. An amalgamation by a Party does not constitute an assignment.

**25.0 ENUREMENT**

25.1 The Agreement ensures to the benefit and is binding upon the Parties and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

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 )  
 )  
\_\_\_\_\_)  
Chief Administrative Officer )  
 )

c/s

ACCEPTED ON BEHALF OF THE Lake Cowichan First Nation:

THE CORPORATE SEAL of the )  
Lake Cowichan First Nation was )  
hereunto affixed in the presence of: )  
 )  
\_\_\_\_\_)  
(Position) )  
 )  
\_\_\_\_\_)  
(Position) )  
 )

c/s

WITNESS TO:

\_\_\_\_\_  
Print Name Occupation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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**SCHEDULE "A"**

Attached to and Forming Part of Municipal Type Service Agreement

**SCHEDULE "B"**

Attached to and Forming Part of Municipal Type Service Agreement

