

GENERAL SERVICING AGREEMENT

BETWEEN

TSAWOUT FIRST NATION

AND

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH

DATED FOR REFERENCE THE 1ST DAY OF JANUARY, 2001

GENERAL SERVICING AGREEMENT

THIS AGREEMENT is dated for reference the 1st day of January, 2001.

BETWEEN:

THE TSAWOUT FIRST NATION, as represented by the
Tsawout Council, 7725 Tetayut Road, P.O. Box 121,
Saanichton, British Columbia, V8M 2C3

("Tsawout")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE DISTRICT OF
CENTRAL SAANICH** as represented by the Mayor and
Council, 1903 Mount Newton Cross Road, Saanichton,
British Columbia, V8M 2A9

("Central Saanich")

OF THE SECOND PART

WHEREAS:

- A. The lands boldly outlined on the plans hereto attached and marked Schedule "A" to this Agreement are reserve lands within the meaning of the *Indian Act, R.S. 1985, c. 1-5* ("the *Indian Act*"), located in the Province of British Columbia and vested in Her Majesty the Queen in right of Canada for the use and benefit of Tsawout.
- B. Central Saanich has the authority to enter into an agreement with the Tsawout Council to provide local government services within a reserve as defined in the *Indian Act*.
- C. Tsawout has the obligation to provide local government services to non-native leaseholders on the Reserve and the Council is accountable to the tax payers on the Reserve for the provision of such services.
- D. From 1996 until 2000, Tsawout and Central Saanich have used the formula provided by the Board of Arbitration by its decision dated June 3, 1996 for calculating the costs of certain local government services which have been provided by Central Saanich for the non-native leaseholders on the Reserve and the amount to be paid by Tsawout for such services. The Parties now wish to finalize the terms and conditions upon which certain local government services will continue to be provided by Central Saanich and paid for by Tsawout.

- E. Tsawout Council has by Resolution dated the 20th day of December, 2001 attached hereto as Schedule "B" approved and consented to the terms and conditions of this Agreement.
- F. The Council of the District has by Resolution dated the 17th day of December, 2001 attached hereto as Schedule "C" approved and consented to the terms and conditions of this Agreement.
- G. Amongst other things, the intent of this Agreement is to foster and develop a harmonious relationship between the Parties as neighbouring governments. The Parties recognize that over time the local government services provided by Central Saanich pursuant to this Agreement may decrease as Tsawout increases its capacity and resources to provide such services directly to the non-native leaseholders on the Reserve.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of these presents and the mutual covenants herein contained, the parties hereto agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

- (a) **"Central Saanich"** or the **"District"** means the Corporation of the District of Central Saanich or any successor to the District, and includes its officials, servants, employees, members, agents and contractors, sub-contractors, workers, licensees, successors and assigns;
- (b) **"Council"** or **"Tsawout Council"** means the Chief and Council of Tsawout within the meaning of the *Indian Act* or any successor to the Council, and includes its officials, servants, employees, members, agents and contractors, sub-contractors, workers, licensees, successors and assigns;
- (c) **"First Nation"** or **"Tsawout"** or the **"Band"** means the Tsawout Band, or any successor thereto pursuant to any successor legislation or any other valid authorizing act or proceeding whatsoever, as represented by the Council;
- (d) **"Grants in Lieu"** means the grants received by Central Saanich which have not been reduced as a result of Tsawout exercising its taxation jurisdiction;
- (e) **"Net taxable values"** are the property assessments, established by the British Columbia Assessment Authority or by Tsawout, after removing any applicable tax or assessment exemptions;
- (f) **"Party"** means either Central Saanich or Tsawout and **"Parties"** means both of them;
- (g) **"Proportional Tax Equivalency Multiplier"** is the proportion of Central Saanich's total revenue or expenditures (as set out in its annual budget) for the

provision of general municipal services which relates to the revenue or expenditures for the services provided to Tsawout pursuant to this Agreement;

- (h) **“Reserve”** means the East Saanich Indian Reserve No. 2;
- (i) **“RBA”** means the Reserve Business/Other Assessments, and more particularly the total net taxable value of non-native Class 6 (Business and Other) land and improvements on the Reserve;
- (j) **“RFA”** means the Reserve Farm Assessments, and more particularly the total net taxable value of non-native Class 9 (Farm) land on the Reserve;
- (k) **“RIA”** means the Reserve Industrial Assessments, and more particularly the total net taxable value of non-native Class 4 and 5 (Industry) land and improvements on the Reserve;
- (l) **“RRA”** means the Reserve Residential Assessments, and more particularly the total net taxable value of non-native Class 1 (Residential) land and improvements on the Reserve;
- (m) **“RRCA”** means the Reserve Recreational/Non-Profit Assessments, and more particularly the total net taxable value of non-native Class 8 (Recreational) land and (Non-Profit Organization) land and improvements on the Reserve;
- (n) **“RUA”** means the Reserve Utility Assessments, and more particularly the total net taxable value of non-native Class 2 (Utilities) land and improvements on the Reserve;
- (o) **“TRB”** means the Business/Other Tax Rate, and more particularly means the tax rate applied against Class 6 land and improvements for general municipal purposes and municipal debt in a by-law adopted by Central Saanich under Section 359 of the *Local Government Act*, as amended from time to time;
- (p) **“TRF”** means the Farm Tax Rate, and more particularly the tax rate applied against Class 9 land for general municipal purposes and municipal debt in a by-law adopted by Central Saanich under Section 359 of the *Local Government Act*, as amended from time to time;
- (q) **“TRI”** means the Industry Tax Rate, and more particularly the tax rate applied against Class 4 and 5 land and improvements for general municipal purposes and municipal debt in the by-law adopted by Central Saanich under Section 359 of the *Local Government Act*, as amended from time to time;
- (r) **“TRRC”** means the Recreational/Non-Profit Tax Rate, and more particularly the tax rate applied against Class 8 land, or land and improvements, whichever is applicable, for general municipal purposes and municipal debt under a by-law adopted by Central Saanich under Section 359 of the *Local Government Act*, as amended from time to time;

- (s) “TRR” means the Residential Tax Rate, and more particularly the tax rate applied against Class 1 land and improvements for general municipal purposes and municipal debt in a by-law adopted by Central Saanich under Section 359 of the *Local Government Act* , as amended from time to time;
- (t) “TRU” means the Utility Tax Rate, and more particularly the tax rate applied against Class 2 land and improvements for general municipal purposes and municipal debt in a by-law adopted by Central Saanich under Section 359 of the *Local Government Act*, as amended from time to time.

2.0 SERVICES

2.1 Subject to the terms and conditions of this Agreement, Central Saanich shall provide to the Reserve and the non-native leaseholders and occupants of the Reserve, the following general municipal services, which are named according to that which is identified in Central Saanich’s Annual Budget:

- (a) General Government Services which relate to the services listed in this subsection;
- (b) 9-1-1 Emergency Policing Dispatch;
- (c) Fire Protection, excluding fire inspections and hydrant maintenance , on the terms and conditions set out in the Fire Protection Agreement executed by the Parties on December 20, 2001;
- (d) Emergency Measures (PEMO);
- (e) Public Works;
- (f) Parks and Recreation;
- (g) Contingency Wages; and
- (h) Reserves and Contingency Funds.

[collectively referred to as the “General Municipal Services”]

2.2 The quantity and quality of each service provided by Central Saanich to the Reserve under this Agreement shall be substantially the same as the quantity and quality of such services provided by Central Saanich within the District.

2.3 Central Saanich agrees that all monies calculated and paid by Tsawout for Reserves and Contingency Funds will be used solely for the provision of one or more of the services listed in section 2.1.

3.0 CHARGES

- 3.1 On or before April 15th in each year of this Agreement, Central Saanich will invoice Tsawout for the provision of the General Municipal Services provided by Central Saanich under the terms of this Agreement. The invoice shall show the values of each variable set out in the formula below. The amount used for the variables shall be based upon Central Saanich's previous year's Annual Budget, Tsawout's property assessments and Central Saanich's tax levies.
- 3.2 Tsawout will deliver to the Director of Financial Services of Central Saanich, on or before April 15 in each year of this Agreement, a copy of their current year's assessment roll and any supplementary roll prepared pursuant to Tsawout's property tax assessment by-laws.
- 3.3 Subject to section 3.5 for each calendar year, the amount to be paid by Tsawout to Central Saanich for the General Municipal Services is the value of X in the following formula:

$$X = [(RRA \times TRR) + (RUA \times TRU) + (RIA \times TRI) + (RBA \times TRB) + (RRCA \times TRRC) + (RFA \times TRF)] \times (A/B)$$

with the variables "A" and "B" in the quotient A/B defined as follows:

A = (Adjusted Gross Expenditure as more particularly set out below) - (Adjusted Non-Tax Revenue as more particularly set out below)

B = (General and Debt Tax Levy) + Tsawout's Contribution

- 3.4 In the calculation of the variable "A", the "Adjusted Gross Expenditure" and the "Adjusted Non-Tax Revenue" amounts will be calculated as follows:
- (a) The Adjusted Gross Expenditure is the sum of the following calculations determined from the expenditures listed in Central Saanich's Annual Budget for the following:
- (i) the amount for General Government will be the Total Expenditure multiplied by the Proportional Tax Equivalency Multiplier of all expenditures listed in this subsection excluding General Government;
 - (ii) the amount for Police will only include the 9-1-1 expenditure;
 - (iii) the amount for Fire Protection will be the total expenditure minus the amounts related to fire inspections and fire hydrant maintenance;
 - (iv) the amount for the Emergency Program will be the total expenditure;

- (v) the amount for Public Works will be the total expenditures multiplied by .636 in the first year, .602 in the second year, .568 in the third year, .534 in the fourth year, and .50 in the fifth year of this Agreement;
 - (vi) the amount for Parks and Community Services (formerly Parks and Recreation) will be the total expenditures multiplied by .70 in the first year, and .50 in all remaining years of this Agreement;
 - (vii) the amount for the Wage Contingency if applicable, will be the total expenditure minus the policing portion, multiplied by .90;
 - (viii) the amount for Transfers to Reserves will be the total expenditure minus the policing portion, multiplied by .675;
 - (ix) the amount for Transfers to Statutory Reserves will be the total expenditure multiplied by .675;
 - (x) the amount for General Contingency will be the total expenditure multiplied by .90; and
 - (xi) for Inspections, Animal Control, Recycling, Planning, Prepaid Interest, Library, Transfers to Sewer and Other Utilities, and Transfers of taxes collected for other Agencies, there will be no expenditures.
- (b) The Adjusted Non-Tax Revenue shall be the sum of the following calculations determined from the revenues listed in Central Saanich's Annual Budget for the following:
- (i) the amount for General Government will be the total revenue multiplied by the Proportional Tax Equivalency Multiplier of all revenue elements listed in this subsection excluding General Government;
 - (ii) the amount for Police will only include the 9-1-1 related share of the Traffic Fine Revenue Sharing Grant and the dispatch revenue from other municipalities;
 - (iii) the amount for Fire will be the total revenue;
 - (iv) the amount for Public Works will be the total revenue multiplied by .636 in the first year, .602 in the second year, .568 in the third year, .534 in the fourth year, and .50 in the fifth year of this Agreement;
 - (v) the amount for Parks and Community Services (formerly Parks and Recreation) will be the total revenue multiplied by .70 in the first year, and .50 in all remaining years of this Agreement;

- (vi) the amount for Return on Investments will be the total revenue multiplied by the proportional tax equivalencies of all revenue elements listed in this subsection excluding General Government and Return on Investments;
- (vii) the amount for the Local Government Transitional Grant (Unconditional), if any, will be the total revenue;
- (viii) the amount used for Grants in Lieu will be the total revenue; and
- (ix) for Permits, Dog Licences, Recycling, Subdivision and other Development Fees, Library, Parkland Cash in Lieu, Sewer and other Utility Revenue from General Fund, Collection of Taxes of other Agencies, Penalties there will be no revenues.

Attached as Schedule "D" to this Agreement is a copy of the figures used to calculate the amount which is payable by Tsawout for 2001.

- 3.5 The Parties agree that for the total amount calculated pursuant to sections 3.3 and 3.4 the maximum increase from the previous year will be five percent (5%).
- 3.6 All invoices for the provision of services to the Reserve by Central Saanich shall be due and payable on or before August 1st in each year of this Agreement and shall be payable at the office of the Director of Financial Services at Central Saanich.
- 3.7 If Tsawout defaults in any payment required to be made to Central Saanich under this Agreement for a period in excess of thirty (30) days, the amount owing will include interest at the rate prescribed by Central Saanich's Fees and Charges Bylaw 1145, as amended from time to time.

4.0 RELEASE AND INDEMNITY

- 4.1 Tsawout shall indemnify and save harmless Central Saanich from and against all claims, actions, causes of action, suits or other liability resulting from any breach of any provisions of this Agreement to be performed by Tsawout or from the interruption of service to the Reserve due to normal maintenance, repair or upgrading, acts of God or any other cause beyond the control of Central Saanich, provided that this indemnification and saving harmless shall not apply in any case where Central Saanich has been negligent or has behaved in a manner which amounts to wilful misconduct and damage has been caused thereby.
- 4.2 Central Saanich shall indemnify and save harmless Tsawout from and against all claims, actions, causes of action, suits or other liability resulting from any breach of any provisions of this Agreement to be performed by Central Saanich.

5.0 COMMENCEMENT AND TERM OF AGREEMENT

- 5.1 This Agreement shall commence on the 1st day of January, 2001, and shall be for a term of five (5) years from the commencement date of this Agreement.

5.2 The Parties agree to begin meeting no later than January, 2005 and to negotiate in good faith using their best efforts the terms and conditions under which a new General Servicing Agreement, together with a new Fire Protection Agreement and a new Water Servicing Agreement, will be reached. The Parties further agree that should they be unable to reach such agreements by September 30, 2005, then the Dispute Resolution provisions set out in Article 9 will be used by the Parties to assist their efforts, except that in no circumstances may an extension or renewal of this Agreement be imposed.

6.0 DISCONTINUANCE

6.1 Should Tsawout fail to perform any covenant or condition to be performed by it or fail to make any payment required to be made under this Agreement, Tsawout will, as soon as possible after the date of receipt of notice in writing from Central Saanich of such breach, rectify the breach. Should the breach not be rectified within sixty (60) days after the receipt of such notice, Central Saanich may at its option discontinue the provision of services or service related to such covenant or condition until such time as the default is rectified which would include payment in full by Tsawout of any outstanding amount, together with interest on any balance from time to time owing at the rate set out in section 3.7.

6.2 Should Central Saanich fail to provide the General Municipal Services at the quality and quantity required by section 2.2, Central Saanich will, as soon as possible after the date of receipt of notice in writing from Tsawout of such breach, rectify the breach. Should the breach not be rectified within sixty (60) days after the receipt of such notice, Tsawout may discontinue the payment of services until such time as the default is rectified.

6.3 Should Central Saanich under section 6.1 discontinue the provision of any service or all services or should Tsawout under section 6.2 discontinue the payment of any service or all services, then and in that event, Central Saanich shall within sixty (60) days rebate to Tsawout that portion of any prepayment received by Central Saanich for the provision of such service or services for the balance of the calendar year following the date of such termination.

7.0 NOTICE

7.1 Any notice, document, statement, report, demand or payment desired or required to be given or made pursuant to this Agreement will be in writing and may be given or made if delivered personally to the Party to whom it is to be given or made, delivered by electronic facsimile transmission or mailed in Canada with postage prepaid and addressed if to:

(a) to Central Saanich:

Mayor and Council
1903 Mount Newton Cross Road
Saanichton, British Columbia
V8M 2A9

Attention: Municipal Clerk

(b) to Tsawout:

Tsawout Council
7725 Tetayut Road
P.O. Box 121
Saanichton, British Columbia
V8M 2C3

Attention: Band Manager

7.2 Provided that a Party may change its address by giving 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, in the case of Central Saanich by delivery to the Municipal Clerk and in the case of Tsawout to the Band Administrator/Manager.

8.0 ASSIGNMENT

8.1 This Agreement shall not be assigned by any party hereto, except with the prior written consent of the other, which consent shall not be unreasonably withheld.

9.0 DISPUTE RESOLUTION

9.1 The Parties agree that during the term of this Agreement and in the performance of each of their responsibilities under this Agreement, each of them will:

- (a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations; and
- (b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

9.2 The Parties further agree to use their best efforts to conduct any dispute resolution procedure under this Agreement as efficiently and cost effectively as possible.

9.3 The Parties agree to attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person mutually agreed upon, or should the Parties be unable to agree upon such person within 30 days of either Party serving notice of its intention to proceed to mediation, a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Mediation Rules.

9.4 If the dispute cannot be settled within thirty (30) days after the mediator has been appointed or such lesser or longer period otherwise agreed to in writing by the Parties, the dispute will be referred to and finally resolved by arbitration administered by the British

Columbia International Commercial Arbitration Centre, under its Rules. In the absence of any written agreement otherwise, the place of arbitration will be Victoria, British Columbia.

- 9.5 Except where otherwise specified in this Agreement, any and all disputes between or among the Parties to this Agreement arising under, out of or in any way relating to this Agreement will be determined under this section.
- 9.6 Subject to any ruling or recommendation to the contrary by the Arbitrator or Mediator respectively, the Parties agree that the costs of such mediation or arbitration shall be shared equally between them. Costs in this context shall not include any costs incurred by a Party in preparation for and attending upon or settling a matter through mediation or arbitration.

10.0 INTERPRETATION

- 10.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of Central Saanich, Tsawout or their Councils in the exercise of their functions under any public or private statute, bylaw, order and regulation all of which may be fully and effectively exercised in relation to each other and their assets as if this Agreement had not been executed and delivered by the Parties to this Agreement.
- 10.2 This Agreement shall not be construed so as to create any greater standard of care or liability on the part of Central Saanich in respect of the supply of services to the Reserve and its Members than that which applies to the supply of such service to any occupants, land or facilities within Central Saanich.
- 10.3 Nothing in this Agreement or in the Parties' dealings with each other is intended to be or interpreted or construed as creating an agency relationship, joint venture or partnership of any kind between the Parties or as imposing on any of the parties any partnership duty, obligation or liability to any other Party or to any other person.
- 10.4 Each of the Parties covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.
- 10.5 Neither Party shall challenge the validity of this Agreement, in whole or in part. If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part. In the event that a part of this Agreement is declared or held invalid, the Parties agree to use their best efforts to reach agreement on terms which substantially achieve the intent of the invalid part and that will be enforceable.
- 10.6 Time shall be of the essence of this Agreement.
- 10.7 Headings are inserted in this Agreement for convenience only and shall not be construed as affecting the meaning of this Agreement.

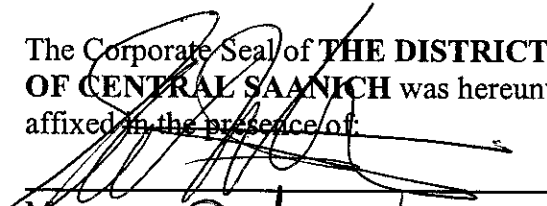
- 10.8 No waiver of any term or condition of this Agreement or of a breach of any term or condition of this Agreement by any party hereto shall be effective unless it is in writing and no waiver of a breach even if in writing shall be construed as a waiver of any future breach.
- 10.9 This Agreement constitutes the entire Agreement between the Parties and there are no other terms, conditions, representations or warranties in this Agreement express or implied, statutory or otherwise, except for those expressly set forth herein.
- 10.10 This Agreement may be amended at any time by consent of both Parties.
- 10.11 Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural or feminine or body politic or corporate where the context or the Parties hereto so requires.
- 10.12 The word "including", when following any statement, will be construed broadly, to refer to all other things that could reasonably fall within the scope of such statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is referenced.
- 10.13 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement on the 20th day of December, 2001.

SIGNED, SEALED AND DELIVERED)
 by TSAWOUT FIRST NATION)
 _____)
 Witness)
 _____)
 Address)
 _____)
 Occupation)

Allan I. Claxton
 Chief
Frank Belky
 Councillor
S. B. M. Anderson
 Councillor
Joe V. Pelley
 Councillor
Lucas Underwood
 Councillor

The Corporate Seal of **THE DISTRICT**)
OF CENTRAL SAANICH was hereunto)
affixed in the presence of:)



Mayor)

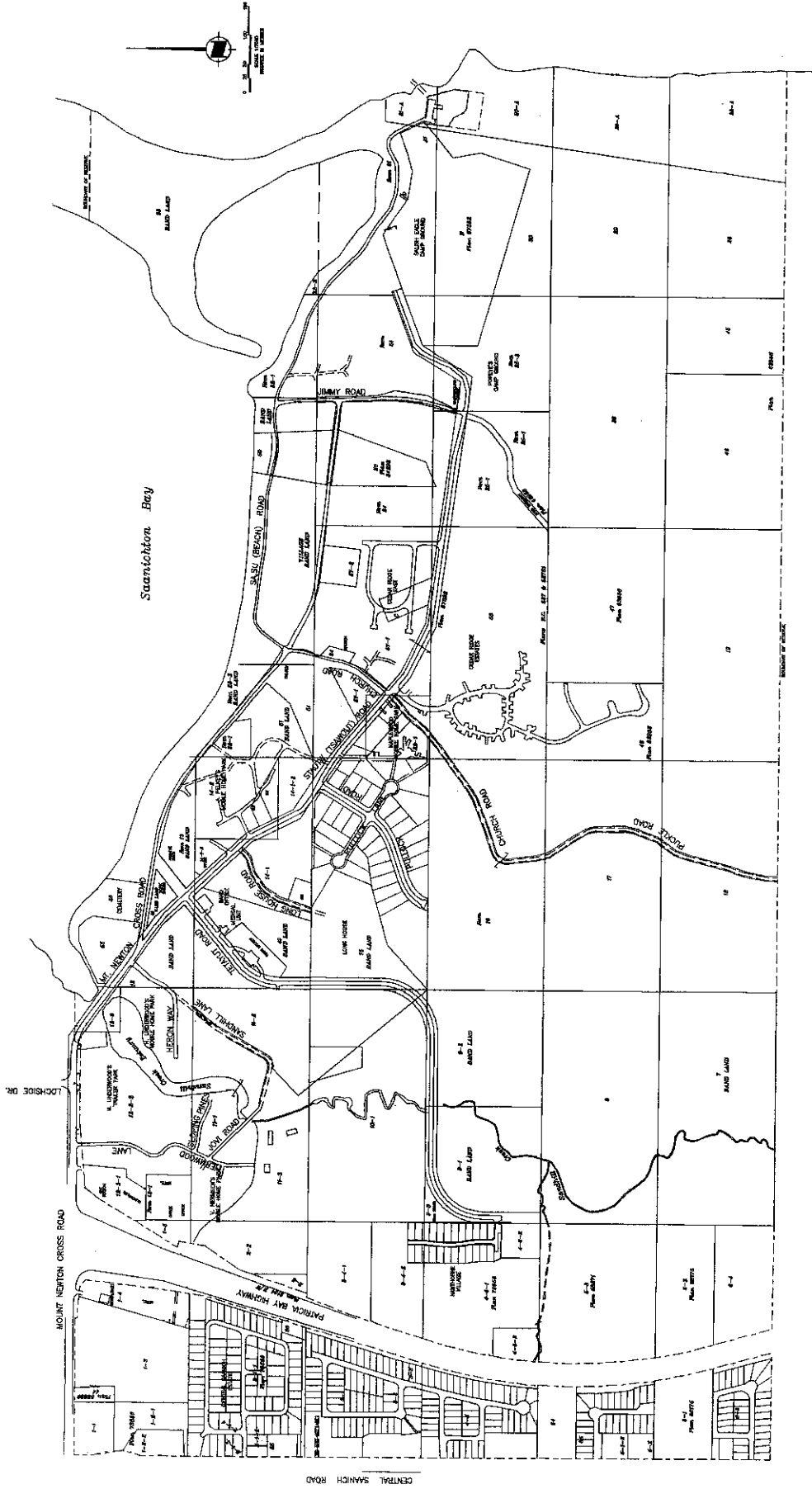


Clerk Administrator)

(C/S)

THIS IS PAGE 12 OF THE GENERAL SERVICING AGREEMENT BETWEEN TSAWOUT
FIRST NATION AND THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH
DATED DECEMBER 20, 2001.

SCHEDULE A



**TSAWOUT FIRST NATION
EAST SAANICH INDIAN RESERVE No. 2**





Chronological no. - N° consécutif

File reference no. - N° de référence du dossier

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" "capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

| | | | | | |
|---|--|----------------------|---|--------------------------------------|----------|
| | | | | Cash free balance - Solde disponible | |
| The council of the Le conseil de | | Tsayout First Nation | | Capital account Compte capital | |
| | | | | \$ _____ | |
| Date of duly convened meeting Date de l'assemblée dument convoquée | | DJ | M | Y-A | Province |
| | | 2 | 0 | 1 | 2 |
| | | 0 | 1 | 0 | 1 |
| | | | | BC | |
| | | | | Revenue account Compte revenu | |
| | | | | \$ _____ | |

DO HEREBY RESOLVE:
DECIDE, PAR LES PRÉSENTES:

WHEREAS:

- A) Tsayout First Nation and the District of Central Saanich have negotiated a General Service Agreement, Water Agreement and Fire Protection Agreement for the provisions of certain local government services.
- B) Tsayout First Nation Chief and Council consider it in the best interests of Tsayout First Nation to enter into each of these agreements.

THEREFORE BE IT RESOLVED THAT:

- 1) The General Servicing Agreement between Tsayout First Nation and the Corporation of the District of Central Saanich dated for reference January 1st, 2001 is approved. The Chief and Council are authorized to enter into, execute and deliver that Agreement and observe and perform its duties and obligations thereunder.
- 2) The Water Servicing Agreement between the Tsayout First Nation and the Corporation of the District of Central Saanich dated for reference January 1st, 2001 is approved. The Chief and Council are authorized to enter into, execute and deliver that Agreement and observe and perform its duties and obligations thereunder.
- 3) The Fire Protection Agreement between the Tsayout First Nation and the Corporation of the District of Central Saanich dated for reference January 1st, 2001 is approved. The Chief and Council are authorized to enter into, execute and deliver that Agreement and observe and perform its duties and obligations thereunder.

Quorum 4/7

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

Allan L. Claxton
(Chief - Chef)

B. B. [Signature]
(Councillor - Conseiller)

[Signature]
(Councillor - Conseiller)

[Signature]
(Councillor - Conseiller)

[Signature]
(Councillor - Conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE | | | | | |
|--|--|--|---------------------------------------|--|--|
| Expenditure - Dépenses | Authority (Indian Act Section Autorité (Article de la Loi sur les Indiens) | Source of funds Source des fonds | Expenditure - Dépenses | Authority (Indian Act Section Autorité (Article de la Loi sur les Indiens) | Source of funds Source des fonds |
| | | <input type="checkbox"/> Capital <input type="checkbox"/> Revenue <input type="checkbox"/> Revenu | | | <input type="checkbox"/> Capital <input type="checkbox"/> Rev <input type="checkbox"/> Revenu |
| Recommending officer - Recommandé par | | | Recommending officer - Recommandé par | | |
| Signature _____ Date _____ | | | Signature _____ Date _____ | | |
| Approving officer - Approuvé par | | | Approving officer - Approuvé par | | |
| Signature _____ Date _____ | | | Signature _____ Date _____ | | |



SCHEDULE "C"


District of Central Saanich Council Resolution Approving the "General Municipal", Water and Fire Protection Servicing Agreements with Tsawout First Nation, from the Regular Council Meeting held on December 17, 2001

94.02 MOVED BY COUNCILLOR MOEN
 SECONDED BY COUNCILLOR HARCOTBE
 That:

1. *Council approve the Servicing Agreements with the Tsawout First Nation for "General Municipal", Water and Fire Protection Services, and authorize the Mayor and Clerk-Administrator to execute the Agreements on behalf of the Municipality;*
2. *Council support in principle the Band's proposal to obtain a water connection directly to the CRD trunk water main on Central Saanich Road, and forward this request to the Saanich Peninsula Water Commission for its consideration and review;*
3. *Council approve the Saanich Peninsula Protocol Agreement and authorize the Mayor and Clerk-Administrator to sign the Agreement on behalf of the Municipality; and*
4. *Council, in consultation with the Tsawout First Nation, undertake a joint communication strategy including the issuance of a joint Press Release concurrent with any Official Signing Ceremony for the Agreements, and Council approve the draft Press Release as distributed at the December 17, 2001 Regular Council Meeting.*

CARRIED UNANIMOUSLY

Certified as a true excerpt from the Minutes of the Regular Meeting of the District of Central Saanich Municipal Council held on December 17, 2001.



Gary C. Nason, Clerk-Administrator
District of Central Saanich

SCHEDULE "D"

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH

Calculation of 2001 General Servicing Agreement Payment from Tsawout based on
2000 Annual Budget, rates, and assessments pursuant to the Colin Taylor Award dated June 3, 1996

Public Works factor reduced to 63.6%; Parks reduced by 20% to 70%; \$261,000 Grant reduction
Statutory reserves and salary contingency reallocated; Grants in lieu reduced to 0%; 5% Cap over 2000 invoice

| FORMULA VARIABLES | | | | | |
|--|---|------------|------|-----------------------|-----------|
| RRA | Reserve class 1 assess | 49,061,400 | RTR | 2000 class 1 tax rate | 3.16745 |
| RUA | Reserve class 2 assess | 367,700 | UTR | 2000 class 2 tax rate | 15.83727 |
| RIA | Reserve class 5 assess | 0 | ITR | 2000 class 5 tax rate | 6.69600 |
| RBA | Reserve class 6 assess | 6,311,450 | BTR | 2000 class 6 tax rate | 6.69600 |
| RRCA | Reserve class 8 assess | 0 | RCTR | 2000 class 8 tax rate | 6.33491 |
| RFA | Reserve class 9 assess | 0 | FTR | 2000 class 9 tax rate | 3.16745 |
| | | | | | |
| a | Adjusted Gross Expenditure less Adjusted Non-Tax Revenue | | | | 2,095,762 |
| | | | | | |
| 2000 Central Saanich General and Debt Tax Levy | | | | | 5,686,000 |
| 2000 Tsawout Budget Contribution | | | | | 60,000 |
| b | Central Saanich General and Debt Tax Levy plus Tsawout Contribution | | | | 5,746,000 |
| a/b | | | | | 36.47341% |

$$x = (RRA \cdot RTR + RUA \cdot UTR + RIA \cdot ITR + RBA \cdot BTR + RRCA \cdot RCTR + RFA \cdot FTR) / 1000 \cdot a/b$$

$$x = \frac{\$74,218}{\$72,352}$$

Adjusted Gross Expenditure

| Program Description | Budget | Funding From Reserves | Adjusted Budget | Allocation Percentage | Shareable Budget Amount |
|--|-------------------|-----------------------|-------------------|-----------------------|-------------------------|
| Police | 2,768,100 | -141,400 | 2,626,700 | 11.80569% | 310,100 |
| Fire | 1,019,300 | -410,000 | 609,300 | 100.00% | 419,500 |
| Emergency Measures | 30,600 | -10,000 | 20,600 | 100.00% | 20,600 |
| Inspections | 326,400 | -1,600 | 324,800 | | 0 |
| Public Services | 1,711,800 | -101,000 | 1,610,800 | 63.60% | 1,024,469 |
| Planning | 227,000 | -36,600 | 190,400 | | 0 |
| Parks and Facilities | 1,272,100 | -622,100 | 650,000 | 70.00% | 455,000 |
| Contingency(Salaries) | 0 | | 0 | | 0 |
| Contingency(General) | 100,000 | -100,000 | 0 | 90.00% | 0 |
| Prepaid Interest | 5,500 | | 5,500 | | 0 |
| Reserve Accounts | 353,500 | | 353,500 | 67.50% | 238,613 |
| Statutory Reserves | | | 0 | 67.50% | 0 |
| Regional Library | 470,900 | | 470,900 | | 0 |
| Collections for Other Authorities | 10,373,900 | | 10,373,900 | | 0 |
| Capital & Program Exp from Reserves Excl. Gen. Govt. | | | 1,422,700 | | 919,706 |
| Adjusted Gross Expenditure before Gen Govt | 18,659,100 | -1,422,700 | 18,659,100 | | 3,387,987 |
| Less: Adjusted Non Tax Revenue before Gen Govt | | | | | -1,554,124 |
| Net Expenditure before General Government | | | | | 1,833,864 |
| Percentage to be Applied to General Government | 1,833,864 | divided by | 5,746,000 | 31.91548% | |
| General Government (includes expenditures from Reserves) | 1,089,600 | -56,100 | 1,089,600 | 31.91548% | 347,751 |
| a1 Total Adjusted Gross Expenditure | 19,748,700 | -1,478,800 | 19,748,700 | | 3,735,738 |
| | 0 | 0 | 0 | | |

Adjusted Non Tax Revenue Summary

| Program Description | Adjusted Budget | Allocation Percentage | Shareable Budget Amount |
|--|-------------------|-----------------------|-------------------------|
| Police | 225,500 | | 1,358 |
| Fire | 0 | 100.00% | - |
| Permits | 221,000 | | - |
| Dog Licenses | 16,000 | | - |
| Recycling | 3,000 | | - |
| Public Works | 40,000 | 63.60% | 25,440 |
| Planning Fees & Charges | 38,900 | | - |
| Parks & Facilities | 27,600 | 70.00% | 19,320 |
| Regional Library | 83,100 | | - |
| PRC | 15,000 | | - |
| Parkland Cash in Lieu | 20,000 | | - |
| Other Donations | 3,000 | | - |
| Collections for Other Authorities | 10,373,900 | | - |
| Penalties | 83,000 | | - |
| Provincial Grants (Revenue Sharing) | 588,300 | 100.00% | 588,300 |
| Grants in Lieu | 172,500 | 0.00% | - |
| Transfer from Utility Funds | 400,200 | | - |
| Reserves | 1,422,700 | | 919,706 |
| Total Adjusted Non Tax Revenue before General Government Items | 13,733,700 | | 1,554,124 |
| General Government | 40,900 | 31.92% | 13,053 |
| Reserves - General Government | 58,100 | 31.92% | 17,905 |
| Return on Investment | 172,000 | 31.92% | 54,885 |
| a2 Total Adjusted Non Tax Revenue | 14,002,700 | | 1,639,976 |
| Taxation required to balance | 5,746,000 | 38.47341% | 2,095,762 |
| Add: Adjustment to balance shareable budget | | | |
| b= Net Taxation Required to Balance | 5,746,000 | | 2,095,762 |
| Budgeted Total Revenue | 19,748,700 | | 3,735,738 |

0

0

Projects Funded from Reserves

| Program Description | Budget | Allocation Percentage | Shareable Budget Amount |
|---|------------------|-----------------------|-------------------------|
| General Government | | | |
| Fees and Charges Review | 12,500 | | |
| Upgrade vault filing system | 3,000 | | |
| Web site development | 10,000 | | |
| Computer Firewall upgrade (early approval) | 13,000 | | |
| Computer Server upgrade | 17,600 | | |
| Mayor/Council PC | | | |
| | <u>56,100</u> | 31.915% | 17,905 |
| Police | | | |
| Vehicle replacement | 106,500 | | |
| PC upgrade | 2,500 | | |
| Sony Digital Camera | 1,800 | | |
| Mobile Data Terminal(PC123) | 5,600 | | |
| Data Logger | 25,000 | | |
| | <u>141,400</u> | 0.00% | 0 |
| Fire | | | |
| Equipment Replacement | 410,000 | | |
| | <u>410,000</u> | 100.00% | 410,000 |
| Emergency Measures | | | |
| Consultant to update Emergency Plan | 10,000 | 100.00% | 10,000 |
| Public Works | | | |
| Latecomer Payback (1999 carry over) | 2,500 | | |
| Retirement Allowance | 33,900 | | |
| Equipment Replacement | 23,000 | | |
| Bicycle Lane marking/construction | 2,000 | | |
| Intersection Improvements - Wallace/ East Saanich | 4,600 | | |
| Sidewalks - various areas | 20,000 | | |
| New Storm Drain - Hagan/Clarke (1999 carry over) | 15,000 | | |
| | <u>101,000</u> | 63.60% | 64,236 |
| Inspections | | | |
| Digital Camera | 1,600 | 0.00% | 0 |
| Planning | | | |
| Housing needs assessment | 10,000 | | |
| Retirement Allowance | 19,300 | | |
| APC - Prepare Resource maps of the District | 6,400 | | |
| Filing system upgrade (1999 carry over) | 900 | | |
| | <u>36,600</u> | 0.00% | 0 |
| Parks & Community Services | | | |
| Municipal hall - H-VAC Replacement | 6,000 | | |
| Scout hall | 9,000 | | |
| Tanner Park Acquisition | 250,000 | | |
| Beach Access | 11,500 | | |
| Mt Newton Trail - west section | 75,000 | | |
| CP Lacrosse Box retrofit | 2,700 | | |
| CP Caratakers Residence Renovation | 67,900 | | |
| Municipal hall renovation | 200,000 | | |
| | <u>622,100</u> | 70.00% | 435,470 |
| Contingency | | | |
| salaries from contingency | 100,000 | 0.00% | 0 |
| Adjusted Funding from Reserves before Gen Govt | <u>1,422,700</u> | | <u>919,706</u> |
| General Government | 56,100 | 31.915% | 17,905 |
| Adjusted Total Funding from Reserves | <u>1,478,800</u> | | <u>937,611</u> |
| | 0 | | |

Budgeted Allocable Non-Tax Revenues

| Program Description | \$ | \$ |
|---|----------------------|----------------------|
| General Government | | |
| Commercial Plate Revenue | -4,900 | |
| Photocopies | -7,000 | |
| WCB Recoveries | | |
| Other | -20,000 | |
| NRST Administration fee | -8,000 | |
| Municipal Plate Licenses | -1,000 | -40,900 |
| Police | | |
| Dispatch Services | -11,500 | |
| Accident Reports | -5,000 | |
| Gun Control Certificates | -100 | |
| Summer Employment | -2,400 | |
| ICBC Counterattack & Other Police Revenue | -206,500 | -225,500 |
| Fire | | |
| Miscellaneous | 0 | 0 |
| Other Protective Services | | |
| Business Licenses | -45,000 | |
| Building Permits | -173,000 | |
| Dog licenses | -16,000 | |
| Bylaw Enforcement | -3,000 | |
| Recycling Grant | -3,000 | -240,000 |
| Public Works | | |
| Lochside Bikepath | -40,000 | |
| Mt. Newton Walkway | | -40,000 |
| Planning | | |
| Access & other fees | -10,900 | |
| Heritage Trust Grant - Mt. Newton Valley | | |
| Heritage Trust Grant - Benvenuto | 0 | |
| Planning & Development | -28,000 | |
| Other Sales of Services | | -38,900 |
| Parks & Facilities | | |
| Cultural Centre | | |
| Parks Revenue | -3,500 | |
| Park Use | -300 | |
| Log House Rental | -9,000 | |
| Butterfield House Rental | -14,800 | -27,600 |
| Library lease | | -83,100 |
| PRC lease | | -15,000 |
| Parkland Donations in lieu | | -20,000 |
| Other Donations | | -3,000 |
| Transfer from Utilities | | -400,200 |
| Collections for Other Authorities | | -10,373,900 |
| Transfer from Surplus for Contingency | | -100,000 |
| Transfers from Reserve Accounts/Funds | | -1,378,800 |
| Return on Investments | | -172,000 |
| Penalties | | -83,000 |
| Revenue Sharing Grant | | -588,300 |
| Grants in Lieu | | -172,500 |
| Total Budgeted Non-Tax Revenue | -\$14,002,700 | -\$14,002,700 |