



REGIONAL DISTRICT OF BULKLEY-NECHAKO STAFF REPORT

TO: Chair Thiessen and Board of Directors
FROM: Maria Sandberg, Planning and Parks Coordinator
DATE: November 18, 2021
SUBJECT: Official Community Plan (OCP) Review for Electoral Area C

RECOMMENDATIONS

1. That the Board approve the work plan and consultation checklist for the Area C OCP review.
2. That the Board authorize staff to enter into a contract with the District of Fort St James (attached as Appendix C) to review the District's OCP, on a cost recovery basis, at the same time as the RDBN reviews the OCP for Electoral Area C.
3. That the Board direct staff to approach Nak'azdli Whut'en with an invitation to work with RDBN and District of Fort St James to explore opportunities for cooperation in community planning efforts at the same time as the RDBN reviews the OCP for Electoral Area C.

VOTING

All / Directors / Majority

EXECUTIVE SUMMARY

The Vanderhoof Rural Official Community Plan (OCP) review process is close to completion. This report recommends that the Planning Department initiates a review of the Fort St James Rural OCP for Electoral Area C. The current OCP was adopted in 2011.

It is recommended that the Planning Department undertake a review of the District of Fort St James OCP, on a cost recovery basis, concurrently with the rural OCP.

It is also recommended that staff approach Nak'azdli Whut'en to explore opportunities for cooperation and coordination of community planning efforts when the RDBN and District review their OCPs.

AREA C OCP REVIEW

An OCP contains the broad objectives and policies respecting the form and character of existing and proposed land use and servicing requirements for an area. It must consider anticipated housing needs, schools, service requirements, public facilities, location and requirements for commercial, industrial, agricultural, and other land uses, and restrictions on lands that are environmentally sensitive or hazardous.

An OCP provides goals and objectives for the area, and policies to guide future land use, development, and other decisions of the Regional District Board to achieve those goals and objectives. An OCP allows business and landowners to make informed investment decisions. Also, an OCP is available for use by other levels of government to help direct their priorities and focus in the area.

An OCP provides a level of assurance and predictability for residents and businesses regarding the way the RDBN will view and approach issues, and how the Board may approach decisions in critical areas like land use, housing, habitat protection and economic development. It also provides staff direction regarding how to respond to the public on development inquiries.

It is important to periodically review OCPs as the legislation, the attitudes and priorities of residents, the regional economy, and the development patterns and issues change over time. It is equally important that the process of reviewing the OCP also serves to raise awareness of, and support for, the community vision and objectives contained in the plan.

Area C OCP Work Plan

The proposed process and work plan for the Area C OCP is attached as Appendix "A" to this report. The entire process is estimated to take 12 to 18 months. If Nak'azdli Whut'en are interested in planning collaboration with the RDBN staff will report back to the Board with a revised work plan and timeline.

Given the ongoing health protocols associated with the COVID-19 pandemic, the OCP review process will be flexible and adjusted to existing conditions. Staff's priority is to ensure that public input opportunities are not reduced as a result of the consultation challenges posed by COVID-19.

It is proposed that the OCP review process include the creation of a working group made up of Regional District staff, community members, First Nations and stakeholders and that the participants be solicited from the following organizations:

- District of Fort St James
- Community Futures Stuart-Nechako
- Chamber of Commerce
- Nak'azdli Whut'en
- Northern Health
- Ministry of Transportation and Infrastructure

- Community at large

Membership from the community will be solicited at the proposed initial public open houses, or alternate events. This working group would meet as identified in Appendix A and play a role in reviewing and amending a draft plan. The working group will make recommendations to the Electoral Area C Advisory Planning Commission (APC), along with staff's recommendations, on the content of the plan. The plan prepared by the working group is then taken to the public for input at open houses, through the website, and social media.

It is proposed that the Electoral Area C APC play the higher-level role of reviewing and commenting on the draft document prepared by the working group. The APC would also oversee the OCP review process and make recommendations to staff and the Board regarding the content of the plan. It is noted that the APC would not be directly involved in the detailed work of drafting the plan. This work undertaken by staff and the working group.

The consultation checklist identified in Appendix B works hand in hand with the work plan to ensure that the process is inclusive and thorough. Planning Department staff will coordinate all First Nations consultation with the RDBN's First Nations Liaison.

Legislated Consultation

Section 475 of the *Local Government Act* states the following.

- (1) *During the development of an official community plan, or the repeal or amendment of an official community plan, the proposing local government must provide one or more opportunities it considers appropriate for consultations with persons, organizations, and authorities it considers will be affected.*
- (2) *For the purposes of subsection (1), the local government must:*
 - (a) *consider whether the opportunities for consultation with one or more of the persons, organizations and authorities should be early and ongoing; and*
 - (b) *specifically consider whether consultation is required with*
 - (i) *the board of a regional district in which the area covered by the plan is located, in the case of a municipal official community plan;*
 - (ii) *the board of any regional district that is adjacent to the area covered by the plan;*
 - (iii) *the council of any municipality that is adjacent to the area covered by the plan;*
 - (iv) *first nations;*
 - (v) *school district boards, greater boards and improvement district boards; and*
 - (iv) *the Provincial and Federal governments and their agencies.*
- (3) *Consultation under this section is in addition to the public hearing required under section 477 (3)(c).*

- (4) *If the development of an official community plan, or the repeal or amendment of an official community plan, might affect agricultural land, the proposing local government must consult with the Agricultural Land Commission.*

Section 476 of the *Local Government Act*, requires the Regional District to consult with boards of education with regards to the following:

- (a) *the actual and anticipated needs for school facilities and support services in the school districts;*
- (b) *the size, number and location of the sites anticipated to be required for the school facilities referred to in paragraph (a);*
- (c) *the type of school anticipated to be required on the sites referred to in paragraph (b);*
- (d) *when the school facilities and support services referred to in paragraph (a) are anticipated to be required;*
- (e) *how the existing and proposed school facilities relate to existing or proposed community facilities in the area.*

The entire Plan area is located within School District 91. The checklist in Appendix B contains the proposed consultation strategy for the OCP. This strategy meets the requirements of s. 475 of the *Local Government Act*, and the referral to the School Board shall be undertaken in a manner that satisfies s. 476 of the *Local Government Act*. Therefore, staff recommends that the Board consider and approve the process as identified in the work plan, and the consultation strategy.

It is noted that the work plan is intended to serve only as a guideline for the process, and the consultation strategy is intended to identify a minimum level of consultation. Issues may arise that require changes to the process and timelines, in consultation with the Area Director. Also, issues may arise that result in increased consultation with the public, agencies, or interest groups beyond that identified in Appendix B.

FORT ST JAMES OCP REVIEW PROCESSES

The Planning Department has completed OCP reviews for the Village of Burns Lake and the Village of Fraser Lake concurrently with rural OCP reviews. In staff's opinion, undertaking both the rural and municipal OCP review processes at the same time results in efficiencies relating to the holding of joint open houses, public meetings, and other consultation processes. Staff resources spent researching, understanding, and planning for the various issues and trends can be more effectively achieved and OCP content and the planning approach to issues can be more easily coordinated between the rural and the municipal OCP.

Staff have confirmed with the District of Fort St James that they are very interested in the RDBN undertaking their OCP review process. Attached to this report is a draft contract between the Regional District and the District of Fort St James.

NAK'AZDLI WHUT'EN OPPORTUNITY

Many of the benefits of working on a joint OCP review process with the District of Fort St James may apply to cooperation and coordination of community planning efforts with Nak'azdli Whut'en. Should the Board support the staff recommendation, RDBN staff, together with District of Fort St James staff, will approach the Nation to explore opportunities for cooperation during the OCP review process. If opportunities exist, staff will report back to the Board with recommendations.

ATTACHMENTS

Appendix A - Consultation Checklist

Appendix B - Work Plan

Appendix C - Contract for planning services to the District of Fort St James

Appendix A

Fort St James Rural Official Community Plan Consultation Strategy Checklist

Consideration of affected persons, organizations, and authorities

At the beginning of the OCP review process, during the stakeholder review phase and during the public review and referral phase, consideration has been given to consultation with the following organizations.

Local Governments

- Cariboo Regional District
- Regional District of Fraser Fort George
- Regional District of Kitimat-Stikine
- Peace River Regional District
- District of Vanderhoof
- District of Fort St James
- Village of Fraser Lake
- Village of Burns Lake
- District of Houston
- Village of Telkwa
- Village of Granisle
- Town of Smithers

Government Agencies

- Ministry of Transportation and Infrastructure
- Ministry of Agriculture, Foods and Fisheries
- Ministry of Environment and Climate Change Strategy
- Ministry of Jobs, Economic Recovery and Innovation
- Ministry of Forests, Lands, Natural Resource Operations and Rural Development
- Ministry of Municipal Affairs
- Ministry of Energy, Mines and Low Carbon Innovation
- Northern Health
- Department of Fisheries and Oceans
- Agricultural Land Commission

First Nations

- | | |
|---|--|
| <input checked="" type="checkbox"/> Binche Whut'en | <input type="checkbox"/> Cheslatta Carrier Nation |
| <input type="checkbox"/> Ts'il Kaz Koh (Burns Lake Band) | <input checked="" type="checkbox"/> Doig River First Nation |
| <input type="checkbox"/> Carrier Sekani Tribal Council | <input checked="" type="checkbox"/> Halfway River First Nation |
| <input type="checkbox"/> Carrier Chilcotin Tribal Council | <input type="checkbox"/> Heiltsuk Nation |

- Kitselas First Nation
- Lake Babine Nation
- Lheidli T'enneh First Nation
- Lhoosk'uz Dene Nation
- Mcleod Lake Indian Band
- Nadleh Whut'en
- Nak'azdli Whut'en
- Nazko First Nation
- Nee Tahi Buhn Band
- Nuxalk Nation
- Office of the Wet'suwet'en

- Saik'uz First Nation
- Skin Tye Nation
- Stelat'en First Nation
- Takla Nation
- Tl'azt'en First Nation
- Tsay Keh Dene Nation
- Ulkatcho First Nation
- West Moberly First Nation
- Wet'suwet'en First Nation
- Witset First Nation
- Yekooche First Nation

Community Groups/Associations

- Community Futures – Stuart Nechako
- Fort St James Chamber of Commerce
- Fort St James Snowmobile Club
- Fort Trap and Handgun Club
- Murray Ridge Ski Area
- Metis Nation New Caledonia Society
- Fort St James Nordic Ski Club
- Music on the Mountain Society
- Stuart Lake Sailing Club
- Fort St James Ski Club/Murray Ridge

School Districts

- School District No. 91
- School District No. 54
- Improvement Districts

Public

- Immediate neighbours (within 200 metres of subject property)
- Surrounding neighbourhood
- Region wide
- Public Hearing
- Other (specify) - RDBN Website

Appendix B: Fort St James Rural OCP Work Plan

1.	<i>Preliminary Consultation and Review</i>
<input checked="" type="checkbox"/>	Memo to Regional District Board on work plan and consultation strategy
<input type="checkbox"/>	Preliminary input through referrals as in consultation strategy
<input type="checkbox"/>	Meeting with Electoral Area C Advisory Planning Commission (APC)
<input type="checkbox"/>	Hold Open House (or alternate event) to introduce the process to the community and identify volunteers for working group
2.	<i>Staff Research / Working Group Draft Preparation</i>
<input type="checkbox"/>	Develop and distribute survey
<input type="checkbox"/>	Stakeholder and First Nation outreach
<input type="checkbox"/>	Prepare Preliminary OCP Draft for discussion purposes
<input type="checkbox"/>	1 st working group meeting - review preliminary OCP Draft – discuss concerns /issues/community vision, and plan goals
<input type="checkbox"/>	Further research - concerns / issues/statistics/demographics
<input type="checkbox"/>	Revise Preliminary OCP draft text
<input type="checkbox"/>	Working group meetings – discussion of issues and goals
<input type="checkbox"/>	Amend draft based on working group comments
<input type="checkbox"/>	Final working group meetings - review draft and maps
<input type="checkbox"/>	Review draft with Electoral Area C APC
<input type="checkbox"/>	Formally refer draft to District of Fort St James, First Nations and stakeholders
3.	<i>Public Review of Draft</i>
<input type="checkbox"/>	Hold Open House to present OCP Draft to the public
<input type="checkbox"/>	Amend draft based on public input
<input type="checkbox"/>	Present final draft to APC and stakeholders, if required
4.	<i>Formal Approval Process</i>
<input type="checkbox"/>	Present OCP Draft to Board for first and second reading
<input type="checkbox"/>	Referral to the Agricultural Land Commission and other agencies, if required
<input type="checkbox"/>	Public Hearing
<input type="checkbox"/>	Present draft plan to Regional District Board for third reading & adoption

APPENDIX C



OFFICIAL COMMUNITY PLAN REVIEW PROJECT: 2022

BETWEEN

THE REGIONAL DISTRICT OF BULKLEY-NECHAKO
AND
THE DISTRICT OF FORT ST JAMES

OFFICIAL COMMUNITY PLAN REVIEW AGREEMENT, 2022

THIS AGREEMENT made this day of 2021

BETWEEN:

REGIONAL DISTRICT OF BULKLEY-NECHAKO

Box 820
37 3rd Avenue
Burns Lake, BC, V0J 1E0

(hereinafter called the “**RDBN**”)

OF THE FIRST PART

AND:

DISTRICT OF FORT ST JAMES

P.O. Box 640 477 Stuart Drive West
Fort St. James, BC V0J 1P0

(hereinafter called the “**District**”)

OF THE SECOND PART

WHEREAS the RDBN and District, under Section 176 (1)(b) and 334 of the *Local Government Act*, may enter into an agreement to provide the municipality a service that is a work or service within the powers of the Municipality;

AND WHEREAS the RDBN and District are willing to enter into an agreement for the RDBN to provide a service within the boundaries of the District in relation to the District’s review of their Official Community Plan;

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledge, covenant and agree as follows:

Term:

1. This Agreement is for a term of 1 year commencing , 2021 and terminating on , 2022.

Intent:

2. The intent of this Agreement is to outline the manner and terms by which the RDBN shall assist the District in a review of their Official Community Plan.
3. Both parties agree that the Service shall be delivered in accordance with this Agreement.
4. This Agreement forms a contract between the RDBN and the District, with the RDBN being the contractor for the District. The Planners and Director of Planning for the RDBN shall be representatives of the District during the course of their duties under this Agreement.

Termination or Amendment:

5. Either party may terminate this Agreement by delivering to the other party written notice, a minimum of two (2) weeks in advance of the termination date.

Waiver

6. This Agreement is binding upon the parties hereto and their successors and assignees. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

The RDBN's and Districts Responsibilities:

7. The RDBN shall be responsible for the following.

Managing and undertaking the process to develop a new official community plan for the District of Fort St James in general accordance with the consultation strategy and work plan attached as Schedule A and B to this agreement.

This includes the following work, hereinafter referred to as the "Service":

- (a) making written recommendations to the Council of the District regarding the review process and associated bylaws;

- (b) ensuring that the process recommended is in accordance with the requirements of Part 14 of the *Local Government Act*;
 - (c) engaging with the community, First Nations, and stakeholders as a representative of the District regarding the official community plan development process;
 - (d) drafting a new official community plan document and associated maps;
 - (e) presenting a draft official community plan document and associated maps with written recommendations to the Council of the District regarding its adoption.
8. The RDBN will deliver the Service in a diligent manner, in accordance with good planning practice, utilizing qualified professional Planners having suitable training and being properly supervised.
9. The District shall be responsible for the following.
- a. Designating the Chief Administrative Officer for the District, and designate, as the contact with RDBN staff with respect to the provision of the services.
 - b. Providing the staff reports from a RDBN Planner or Director of Planning to Council of the District at regular meetings of Council as necessary.
 - c. Providing for the attendance of District staff at open houses and meetings as necessary.
 - d. Provide the administrative and clerical support associated with the project in a diligent manner. This work includes the organization of public meetings, advertising of events and meetings, mailing of notices and letters, and similar clerical tasks.
 - e. Drafting the bylaws associated with the adoption of the official community plan and advising the Council of the District on the bylaw adoption process.
 - f. Facilitating the legal review of the bylaws considered by the Council of the District in association with this project.
10. In the event of the absence of RDBN staff necessary to provide the Service the RDBN may not be required to provide the Service until adequate resources are available. The RDBN shall make all reasonable efforts to ensure that required staffing levels are provided.
11. The Mayor or Councillors shall not provide direction to RDBN staff regarding the provision of the Service outside of the formal Council resolution process, unless a Councillor has been delegated authority by the Council to provide such direction. If a Councillor is delegated such authority all direction shall be documented and reported to the District Council.

Service Delivery Cost Recovery:

12. In consideration for providing the Service under this Agreement:
 - a. The RDBN shall receive a fee of \$66 per hour for the Planner's time spent providing the Service, and \$104 per hour for the Director of Planning's time spent providing the Service.
 - b. The RDBN shall bill monthly for the costs incurred in the previous month, and the District shall pay the costs within one month of receiving an invoice.
13. All costs associated with the Service and project are the responsibility of the District. The RDBN shall not incur any costs over \$100 associated with the Service without first obtaining the District's written consent.

Cost of Claims:

14. The District shall reimburse the RDBN for any deductible amount that the RDBN is obliged to pay in relation to a claim arising from services provided within the municipality.
15. The District shall reimburse the RDBN for any damages award or portion thereof that actually results from a claim and that is not covered by the RDBN's errors and omissions insurance.
16. The District shall reimburse the RDBN for any staff costs actually incurred by the RDBN in dealing with a claim arising from services provided within the municipality.

Binding Effect:

17. This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Dispute Resolution:

18. In the event of any dispute or disagreement arising from the interpretation or application of this Agreement, or in the event of any breach or alleged breach by either party first written notice may be provided by either party to the other party describing the nature of the breach or alleged breach, or the disagreement or dispute. In the event that such notice is given, the parties shall:
 - a. immediately proceed to negotiate in good faith to resolve the matter to the mutual satisfaction of both parties; and

- b. if a resolution satisfactory to both parties is not achieved within 60 (sixty) days of the first written notice being delivered to either party, then either party may serve a second written notice upon the other party that the matter is to be referred to binding arbitration; and
- c. a single arbitrator shall be appointed by Agreement of the parties within 90 (ninety) days of the second written notice being delivered, and failing such Agreement, the arbitrator shall be appointed pursuant to the *Commercial Arbitration Act* to hear both parties to the dispute and the decision of that arbitrator shall be final, conclusive and binding on both parties, with costs payable in respect of the arbitration to be determined by the arbitrator.

Law Applicable:

- 19. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia. Nothing in this Agreement shall negate or fetter the legal authority of either party.

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

The Corporate Seal of the
Regional District of Bulkley-Nechako was affixed hereto in the
presence of:

Chairperson

Chief Administrative Officer

The Corporate Seal of the
DISTRICT OF FORT ST JAMES
was affixed hereto in the
presence of:

Mayor

Chief Administrative Officer