



# AGENDA

For the Council Meeting to be Held  
In the Council Chambers,  
Saanich Municipal Hall, 770 Vernon Avenue  
**MONDAY, APRIL 18, 2016 AT 7:00 P.M.**

## A. ADOPTION OF MINUTES

1. Council Meeting held April 11, 2016
2. Special Committee of the Whole – Financial Plan held April 12, 2016

## B. PUBLIC INPUT (ON BUSINESS ITEMS C & D)

## C. RESOLUTIONS FOR ADOPTION

1. **UNIVERSITY OF VICTORIA CONFINED SPACE RESCUE SERVICE AGREEMENT**  
pg. 3 Report of the Fire Chief dated April 1, 2016 recommending that Council authorize the renewal of the Confined Space Rescue Service Agreement between the District of Saanich and District of Oak Bay with the University of Victoria for the joint provision of confined space rescue services to the University of Victoria for the period September 1, 2016 to August 31, 2021.
2. **REGIONAL TOWER CRANE RESCUE SERVICES AGREEMENT**  
pg. 15 Report of the Fire Chief dated April 1, 2016 recommending that Council authorize the renewal of the Tower Crane Rescue Services Agreement between the District of Saanich and City of Victoria with the municipalities of Colwood, Esquimalt, Oak Bay, Sidney and View Royal for the period May 1, 2016 to April 30, 2021.
3. **VICTORIA REGIONAL TRANSIT COMMISSION – REQUEST FOR FUEL TAX INCREASE**  
pg. 30 Letter from the Victoria Regional Transit Commission dated March 10, 2016 that Council endorse the Transit Commission's request to increase the dedicated fuel tax applied in the region under the BC Transit Act by two cents per litre to support transit system development in the Capital Region.

## D. RECOMMENDATIONS FROM COMMITTEES

1. **ARTS, CULTURE AND HERITAGE ADVISORY COMMITTEE – SAANICH ARTS, CULTURE AND HERITAGE AWARDS.**  
pg. 32 Report of the Senior Manager of Recreation dated April 12, 2016 recommending that Council approve the proposed Arts, Culture and Heritage Awards Program.

# AGENDA

For the Committee of the Whole Meeting  
\*\* IMMEDIATELY FOLLOWING \*\*  
The Council Meeting in the Council Chambers

1. **CONSIDERATION OF ALLOWING MINIATURE GOATS ON URBAN RESIDENTIAL LOTS**  
pg. 36 Report of the Director of Planning dated April 7, 2016 recommending that Council proceed with Option 3 (community engagement process and pilot program) as outlined in the Report.

2. **CONSIDERATION OF ZONING AMENDMENT TO PERMIT POCKET FARM MARKETS**  
pg. 52 Report of the Director of Planning dated April 12, 2016 recommending that Council amend Zoning Bylaw 8200 to include a new definition of "Pocket Farm Market"; and that Section 5.23 be amended to include "Pocket Farm Market Sales".

"IN CAMERA" COUNCIL MEETING IMMEDIATELY FOLLOWS6



The Corporation of the District of Saanich

Report

To: Mayor and Council  
From: Fire Chief Michael Burgess  
Date: April 1, 2016  
Subject: University of Victoria Confined Space Rescue Service Agreement

Mayor  
Councillor  
Administrat  
Com. Assoc  
Applicant

PURPOSE

The purpose of this report is to seek Council approval for renewal of the agreement between the Corporation of the District of Saanich and the Corporation of Oak Bay for the joint provision of Confined Space Rescue Services to the University of Victoria (UVic).

BACKGROUND

Part 9 of the WorkSafe BC Occupational Health and Safety Regulation requires that employers must provide for the services of rescue persons when a worker is required to enter and/or work in a confined space. Where the rescue persons are employees of another firm, or an agency such as a fire department, there must be a written agreement detailing the services that are provided.

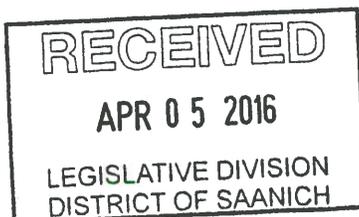
The current agreement has been in place since 2011 and will expire on September 1, 2016. The proposed Confined Space Rescue Services Agreement would be effective for a five year term commencing September 1, 2016.

DISCUSSION

Saanich and Oak Bay municipalities share geographical borders and emergency response duties for the UVic campus. Should there be a confined space emergency at UVic, emergency response would come from both the Saanich and Oak Bay Fire Departments.

Both the Saanich Fire Department and Oak Bay Fire Department have technical rescue programs in place and members trained in confined space rescue.

UVic has provided the Saanich and Oak Bay Fire Departments with an updated inventory of all known confined spaces on campus, complete with individual hazard assessments and classification ratings. Fire departments are given access to all confined spaces on campus and conduct on-site joint training on a yearly basis.



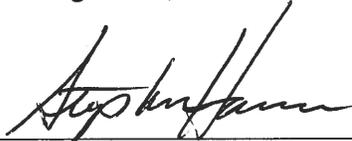
There are no changes to the agreement which includes the following fees:

- Annual maintenance fee of \$5,000.00 for the on-going administration of the agreement and towards maintenance of training and specialized rescue equipment;
- Standby fee of \$1,500.00 for the first 2 hours for a 5-person rescue team, and \$75.00 per hour per member thereafter for all high hazard confined space entries;
- Response fee of \$75.00 per hour per member for response to all low and moderate hazard confined space rescue emergencies.

The Corporation of Oak Bay and UVic are agreeable to a new five year agreement. A draft renewal agreement document is attached for Council's consideration.

**RECOMMENDATION**

That Council authorize the renewal of the Confined Space Rescue Service Agreement between the District of Saanich and the Corporation of Oak Bay with the University of Victoria from September 1, 2016 to August 31, 2021.

Prepared by   
\_\_\_\_\_  
Stephen Hanna  
Deputy Fire Chief

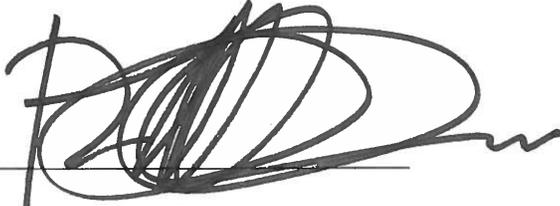
Approved by   
\_\_\_\_\_  
Michael Burgess  
Fire Chief

MB/mr

Attachment

**CHIEF ADMINISTRATIVE OFFICER'S COMMENTS:**

I endorse the recommendation from the Fire Chief.



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Chief Administrative Officer

Saanich Fire Department Agreement  
For Confined Space Rescue Service

THIS AGREEMENT DATED FOR REFERENCE THIS            DAY OF            , 2016.

BETWEEN:

**CORPORATION OF THE DISTRICT OF SAANICH**  
C/O Saanich Fire Department  
760 Vernon Avenue  
Victoria, BC  
V8M 2W6

**CORPORATION OF THE DISTRICT OF OAK BAY**  
C/O Oak Bay Fire Department  
2167 Oak Bay Avenue  
Victoria, BC  
V8R 1G2

(Hereinafter called the "Fire Service")

AND:

**UNIVERSITY OF VICTORIA**  
C/O Facilities Management  
Saunders Building  
PO Box 1700 STN CSC  
Victoria, BC  
V8W 2Y2

(Hereinafter called the "Company")

RECITALS

WHEREAS:

- A. The Company is required by Part 9 (Confined Spaces) of the Occupational Health and Safety Regulation (BC Reg. 296/97 as amended by BC Reg. 185/99) under the *Workers Compensation Act* R.S.B.C. 1996, c. 492 (hereafter, "Part 9") to provide, among other things, rescue services for confined space entries;
- B. The Fire Service is equipped with specialized equipment and highly trained personnel to provide rescue services for confined spaces;
- C. By the nature of its operations and facilities, the Company has requested that the Fire Service provide the Company with rescue services for all confined space entries, as those are determined by the Company; and
- D. The Fire Service has agreed to provide rescue services to the Company for all Confined Space entries upon the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the Company and the Fire Service agree as follows:

TERM

- 1. The term of this Agreement is for five (5) years, commencing on September 1, 2016 and ending on August 31, 2021.

RENEWAL

- 2. This Agreement may be renewed for successive one year periods by mutual agreement of the parties, provided that the Company delivers written notice of its wish to renew the Agreement to the Fire Service no later than 60 days prior to the expiry of the Agreement or any renewal thereof.

DEFINITIONS

- 3. For the purposes of this Agreement, the definitions contained in Section 9.1 of Part 9 shall apply.

INTENT OF THIS AGREEMENT

- 4. In accordance with Section 9.37(2) of Part 9, this Agreement is intended to establish the terms and conditions under which the Fire Service will provide rescue services to the Company for Confined Space entries, as part of the Company's overall obligation under Part 9 to provide rescue services for confined space entries on the Company's premises.

### COMPANY RESPONSIBILITY

5. THE COMPANY ACKNOWLEDGES AND AGREES that, except to the extent provided for in this Agreement, the Fire Service accepts no responsibility for the Company's compliance with any of the requirements of Part 9 and the Company shall be solely responsible for complying with all requirements of Part 9 including but not limited to:
- (a) ensuring that each confined space in the workplace is identified;
  - (b) conducting a hazard assessment for each confined space;
  - (c) preparing and implementing a written confined space entry program and emergency plan; and
  - (d) providing rescue services for all confined space entries.

### DETERMINATION OF HAZARD LEVEL

6. In accordance with its responsibility under Part 9, the Company shall conduct or cause to be conducted a hazard assessment of each confined space within the Company's premises and shall determine which of the Company's confined space entries constitute Low, Moderate or High Hazard Confined Space entries.
7. At the request of the Fire Service, the Company shall provide the Fire Service with all or specified portions of the hazard assessment report in order to permit the Fire Service to fulfill its obligations under this Agreement.
8. The Company acknowledges and agrees that the Fire Service has no obligation under this Agreement to conduct a hazard assessment of the confined spaces within the Company's premises and that the Fire Service is relying upon the Company's hazard assessment in fulfilling its obligations under this Agreement.
9. Despite Section 6, the Company agrees that the Fire Service may but is not obligated to provide the Company with technical advice, suggestions or comment regarding the nature and hazard level of any confined space entry on the Company's premises.

### LOW AND MEDIUM HAZARD CONFINED SPACE ENTRIES

10. The Company covenants and agrees that the Company shall have sole responsibility under Part 9 for preparing and implementing the Company's confined space entry program in accordance with the hazard assessment conducted by the Company.
11. Without limiting the generality of Section 10, the Company shall ensure that every Low or Moderate Hazard Confined Space entry shall be directed by a trained person who shall be present on-site at all times during the entry and, if required, during any rescue.

12. The Company shall, at the request of the Fire Service:
  - (a) provide the Fire Service with a copy of all or portions of the Company's emergency rescue and evacuation plan(s) for Low and Moderate Hazard Confined Space entries; and
  - (b) advise the Fire Service on a regular basis of the locations and nature of any work to be conducted during which Low or Moderate Hazard Confined Space entries will be made.
13. If the Company's emergency plan for a Low or Moderate Hazard Confined Space entry provides for notification of the Fire Service in the event of an emergency, the Company shall:
  - (a) place an emergency 911 telephone call to the Fire Service specifying the nature and extent of the confined space entry emergency and identifying all emergency access points and other relevant information.
14. Upon receiving notification in accordance with Section 13 of a Low or Moderate Hazard emergency, the only obligation of the Fire Service shall be to initiate a response in accordance with its standard operating response procedures and, subject to the availability of equipment and personnel, to dispatch Fire Service personnel specially trained in technical rescue response and specialized rescue equipment.
15. The Company acknowledges and agrees that upon arrival of Fire Service personnel at a Low or Moderate Hazard confined space entry emergency, the ranking Fire Service officer on-site may consult with the Company's representative regarding rescue procedures and the Company's emergency rescue and evacuation plan and, where the Fire Service officer considers it necessary to do so, they may:
  - (a) assume sole command of the rescue and direct both the Fire Service and the Company's rescue forces until the conclusion of the rescue; and
  - (b) alter, augment or disregard the procedures contained in the Company's emergency rescue and evacuation plan and implement any and all procedures which the officer considers necessary in the circumstances.

#### HIGH HAZARD CONFINED SPACE ENTRIES

16. Subject to Section 18, the Fire Service agrees to provide the Company with rescue services for all High Hazard Confined Space entries made by the Company on the Company's premises and, for this purpose, the Fire Service shall provide a Confined Space Technical Rescue Entry Team (a "Standby Team") to attend at the Company's premises and provide rescue services, if needed, during every High Hazard Confined Space entry.
17. The parties agree that a Standby Team shall consist of, but not be limited to:
  - a rescue manager (the "Team Leader");
  - two qualified personnel as a primary rescue team;

- two qualified personnel as a backup team;
  - direct communication with the Fire Service Fire/Rescue communications centre; and
  - all specialized equipment needed to perform an immediate retrieval.
18. The Company acknowledges and agrees that the Fire Service's obligation under Section 16 to provide a Standby Team for the Company's High Hazard Confined Space entries shall be subject to the availability of Standby Team personnel and specialized rescue equipment and, for this purpose, the Company agrees to consult with the Fire Service regarding the scheduling of High Hazard Confined Space entries and to provide the Fire Service with as much prior notice as possible of the Company's need of a Standby Team for a High Hazard Confined Space entry.
19. The Fire Service acknowledges and agrees that situations may arise in which the Company must make a High Hazard Confined Space entry on short notice and the Fire Service agrees to use its best efforts to provide a Standby Team in such circumstances PROVIDED THAT, the Fire Service:
- (a) shall not be considered in breach of this Agreement if it is unable to respond within the time period requested due to the unavailability of Standby Team personnel or equipment; and
  - (b) shall have no obligation to substitute Fire Service personnel without specialized training in confined space rescues in place of Standby Team members who are unavailable.
20. The Company shall:
- (a) upon request, provide the Fire Service with copies of all documents which the Fire Service considers relevant to any or all proposed High Hazard Confined Space entries, including but not limited to all or portions of the Company's emergency rescue and evacuation plan(s) for High Hazard Confined Space entries and any required permits under Part 9;
  - (b) ensure that a representative of the Company having authority over those persons carrying out a High Hazard Confined Space entry is present and remains on site during every such High Hazard Confined Space entry;
  - (c) upon request, advise the Fire Service of the location and nature of any work to be conducted during which High Hazard Confined Space entries will be made.
21. THE COMPANY COVENANTS AND AGREES that if at any time during a High Hazard Confined Space entry, the Team Leader of the Fire Service Standby Team is of the opinion that the procedures being carried out or the conduct or actions of any person relating to the High Hazard Confined Space entry are or could be dangerous or could lead to the physical injury or death of any person, the Team Leader shall advise the Company's on site representative of his or her concerns, and the Company's representative shall:

- (a) immediately suspend the High Hazard Confined Space entry and consult with the Team Leader;
- (b) make any changes and take whatever actions the Team Leader advises in respect of the High Hazard Confined Space entry procedures so as to remedy the dangerous situation and eliminate or reduce the risk of injury or death to Company and Fire Service personnel;
- (c) cancel the High Hazard Confined Space entry if for any reason the Company's on site representative and the Team Leader cannot agree on alternative safe procedures for completing the entry.

### TRAINING AND INSPECTION

22. The parties agree that to enable the efficient provision of rescue services, the Fire Service may inspect the locations of all confined space entries on the Company's premises and may conduct training of Fire Service personnel at least once each year within the Company's premises or at an offsite representative type of confined space and for this purpose the parties shall, by mutual agreement, schedule one or more inspections and training sessions each year on the Company's premises.

### FEES

23. In consideration of the Fire Service providing the Company with rescue services as described in this Agreement utilizing highly trained rescue qualified personnel and specialized rescue equipment, and for maintaining that personnel and equipment in a state of constant readiness, the Company shall pay the Fire Service the following fees:
- (a) an **Annual Maintenance Fee** of \$2500.00 plus applicable taxes, to both the District of Saanich and the District of Oak Bay payable for the first year upon execution of this Agreement and annually thereafter on the anniversary of such execution date for the on-going training of rescue qualified personnel and for the maintenance, repair and replacement of rescue equipment so as to ensure a constant state of readiness. The District of Saanich will undertake the billing and remittance of the annual fee on behalf of both the District of Saanich and the District of Oak Bay; and
  - (b) a Standby Fee of \$1500.00 plus applicable taxes to the responding Fire Service, for the first two (2) hours for a five (5) member response team and \$75.00 plus GST per hour, per member, thereafter, payable as invoiced, for providing a Standby Team to attend at the Company's premises during each High Hazard Confined Space entry;
  - (c) a Response Fee of \$75.00 plus applicable taxes, per hour, per member, to the responding Fire Service thereafter payable as invoiced, for response to the Company's premises for Low and Moderate Hazard Confined Space rescue emergencies.

ACKNOWLEDGEMENTS OF THE COMPANY

24. The Company acknowledges and agrees with the Fire Service that:
- (a) the provision by the Fire Service of rescue services, technical advice, emergency response or a Standby Team under the terms of this Agreement does not in any way constitute a guarantee as to the success of any rescue attempt and the Fire Service makes no warranty or representation of any kind as to the success of any rescue attempted under this Agreement;
  - (b) in order for the Fire Service to properly fulfill its obligations under this Agreement, authorized representatives of the Fire Service must from time to time inspect the Company's premises and the confined spaces thereon and verify the Company's compliance with the terms and conditions of this Agreement and, for this purpose, the Company agrees to grant the Fire Service reasonable access to the Company's premises;
  - (c) the Company's failure to comply with the terms and conditions of this Agreement may result in termination of rescue services by the Fire Service.
  - (d) the activities of the Standby Team or other Fire Service during training or the provision of rescue services may result in property damage to the Company's premises, equipment, facilities or improvements and the Company agrees to bear the sole cost of all such damage;
  - (e) the Fire Services has the right to terminate entry into any confined space and/or temporarily suspend the services provided under this agreement if an emergency elsewhere within the Municipality requires its services.

TERMINATION

25. This Agreement may be terminated by either party prior to its expiry upon 90 days written notice to the other party at the address set out on the first page of this Agreement.
26. The Fire Service may terminate this Agreement upon written notice if the Company is in default of, fails to comply with or unsatisfactorily performs any of the terms, conditions or requirements of this Agreement or of Part 9 and fails to remedy such default, non-compliance or unsatisfactory performance within 30 days of receipt of notice from the Fire Service.

The Company may terminate this Agreement upon written notice if the Fire Service is in default of, fails to comply with or unsatisfactorily performs any of its obligations in this Agreement, and fails to remedy such default, non-compliance or unsatisfactory performance within 30 days of receipt of notice from the Company.

27. The parties agree that:
- (a) if this Agreement is terminated by the Fire Service in accordance with Section 26, the Fire Service may, but shall have no obligation to refund all or portions of the Annual Maintenance Fee; and

- (b) If this Agreement is terminated by the Company in accordance with Section 26, the Fire Service shall refund a pro-rate portion of the Annual Maintenance Fee in accordance with the length of the remaining portion of the year for which the fee was paid; and
- (c) if the Agreement is terminated by either party in accordance with Section 25, the Fire Service shall refund a pro-rata portion of the Annual Maintenance Fee in accordance with the length of the remaining portion of the year for which the fee was paid.

### INDEMNITY

28. The Company hereby indemnifies, holds harmless and releases the Fire Service from any and all proceedings, claims, actions, suits, expense, costs or damages, direct or indirect, arising or resulting from, or in any way related to the provision of rescue services by the Fire Service under this Agreement including, without limitation, claims arising out of:
- (a) any breach, violation or non-performance by the Company of any covenant, condition, agreement or requirement of this Agreement or Part 9;
  - (b) any personal injury, death or property damage occurring on the Company's premises;
  - (c) the provision of inaccurate or incomplete information relating to the Company's confined spaces to the Fire Service;

except to the extent such claims or liabilities are caused or contributed to by the intentional or negligent acts or omissions of the Fire Service.

### GENERAL PROVISIONS

29. Assignment. This Company shall not assign its right under this Agreement without the written consent of the Fire Service.
30. Enurement. This Agreement shall be binding upon the parties, their respective heirs, executors, administrators and permitted assigns.
31. Parties. Whenever the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or body corporate or politic, as the context or the parties hereto so require.
32. Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.
33. Entire Agreement. Except for written amendments, supplements or modifications made subsequently and signed by both parties, this Agreement represents the entire agreement between the parties and supercedes all prior negotiations, representations and agreements, either oral or written.

34. Notice. Where service of a notice or a document is required under this Agreement, the notice or document shall be in writing and shall be deemed to have been serviced if delivered to, or sent by prepaid registered mail addressed to, the Fire Service or the Company at the addresses specified for each party on page 1 of this Agreement, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

**UNIVERSITY OF VICTORIA** by its  
authorized signatories:

\_\_\_\_\_  
Director of Operations:

\_\_\_\_\_  
Print Name:

**CORPORATION OF THE DISTRICT OF  
SAANICH** by its authorized signatories:

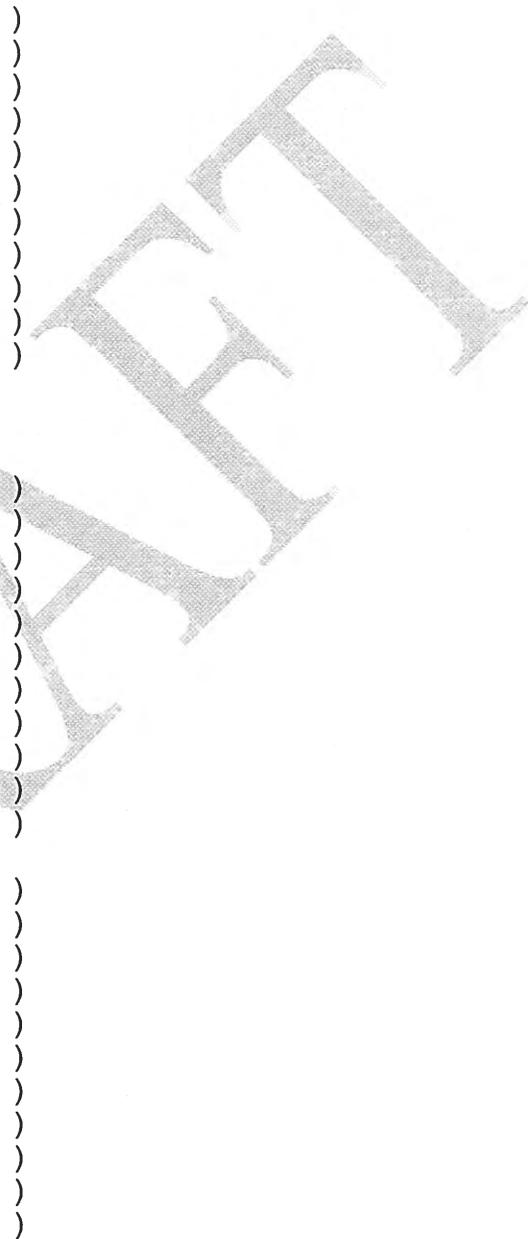
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

**CORPORATION OF THE DISTRICT OF  
OAK BAY** by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk





The Corporation of the District of Saanich

# Report

**To:** Mayor and Council  
**From:** Fire Chief Michael Burgess  
**Date:** April 1, 2016  
**Subject:** Regional Tower Crane Rescue Services Agreement

Mayor  
Councillors  
Administrato  
Com. Assoc.  
Applicant

## PURPOSE

The purpose of this report is to seek Council approval for renewal of the agreement between the Corporation of the District of Saanich and City of Victoria for the joint provision of Tower Crane Rescue Services to the municipalities of Colwood, Esquimalt, Oak Bay, Sidney and View Royal.

## BACKGROUND

The regional concept for tower crane rescue services was developed jointly by the Saanich and Victoria Fire Departments to address cost related issues associated with staffing, training, equipment, procurement and operational response relating to the provision of specialized units to provide Tower Crane Rescue Services in 2006.

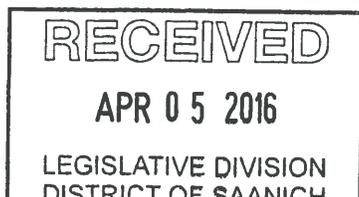
The Saanich and Victoria Fire Departments have each established specialized units within their departments to provide Tower Crane Rescue Services to service the municipalities of Colwood, Esquimalt, Oak Bay, Sidney and View Royal on a fee for services basis.

The B.C. Construction Safety Alliance currently provides reimbursement funding to a maximum of \$27,013 annually to Saanich and Victoria Fire Departments to offset personnel costs for joint training and provides a stipend of \$5,783 for the purchase and replacement of specialized rope rescue equipment.

## DISCUSSION

The current agreement between the District of Saanich and City of Victoria to provide Tower Crane Rescue Services to municipalities of Colwood, Esquimalt, Oak Bay, Sidney and View Royal on a fees for services basis has been in place since 2011 and will expire on April 30, 2016.

The term of the proposed agreement will be five (5) years commencing May 1, 2016 and terminating on April 30, 2021. There are no changes to the agreement which includes the following fees for services provided:



- Personnel Charge: For each officer and fire fighter an hourly rate for time spent providing the services at two times the normal hourly pay per hour or a portion of an hour for such person, and
- For each rescue vehicle dispatched to the service area in response to a request for a Tower Crane Rescue Service, a rate per hour or portion of an hour, as established by the most recent B.C. Office of the Fire Commissioner "Inter-Agency Working Group Report – Reimbursement Rates" will be charged.

As rescue services are provided to industry on a cost recovery basis, the agreement provides for early termination should funding be reduced or eliminated by WorkSafe BC and the B.C. Construction Safety Alliance. As such, there are no cost implications with the agreement.

All of the parties are agreeable to a new five year agreement. A draft renewal agreement document is attached for Council's consideration.

#### RECOMMENDATION

That Council authorize the renewal of the Tower Crane Rescue Service Agreement between the District of Saanich and City of Victoria with the municipalities of Colwood, Esquimalt, Oak Bay, Sidney and View Royal from May 1, 2016 to April 30, 2021.

Prepared by



Stephen Hanna

Deputy Fire Chief

Approved by



Michael Burgess

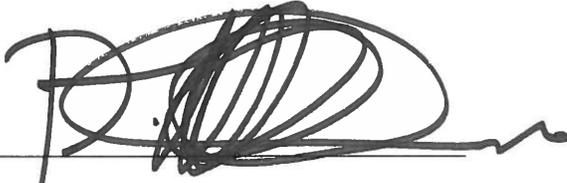
Fire Chief

MB/mr

Attachment

**CHIEF ADMINISTRATIVE OFFICER'S COMMENTS:**

I endorse the recommendation from the Fire Chief.

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by several overlapping loops and a trailing flourish.

Chief Administrative Officer

**REGIONAL TOWER CRANE RESCUE SERVICES AGREEMENT**

THIS Agreement is made as of the      day of      , 2016

BETWEEN:

**THE CORPORATION OF THE DISTRICT OF SAANICH**  
770 Vernon Avenue  
Victoria, B.C.  
V8X 2W7

(Hereinafter called "Saanich")

**THE CORPORATION OF THE CITY OF VICTORIA**  
1 Centennial Square  
Victoria, B.C.  
V8W 1P6

(Hereinafter called "Victoria")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE CITY OF COLWOOD**  
3300 Wishart Road  
Victoria, B.C.  
V9C 1R1

(Hereinafter called "Colwood")

**THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
1229 Esquimalt Road  
Victoria, B.C.  
V9A 3P1

(Hereinafter called "Esquimalt")

**THE CORPORATION OF THE DISTRICT OF OAK BAY**  
2167 Oak Bay Avenue  
Victoria, B.C.  
V8R 1G2

(Hereinafter called "Oak Bay")

**THE TOWN OF SIDNEY**  
2440 Sidney Avenue  
Sidney B.C.  
V8L 1Y7

(Hereinafter called "Sidney")

**THE TOWN OF VIEW ROYAL**  
45 View Royal Avenue  
Victoria, B.C.  
V9B 1A6

(Hereinafter called "View Royal")

OF THE SECOND PART

**WHEREAS** Saanich and Victoria have each established within their respective Fire Departments specialized units to provide Tower Crane Rescue Services and those units are capable of servicing the Greater Victoria Area;

**AND WHEREAS** Colwood, Esquimalt, Oak Bay, Sidney, and View Royal (hereinafter collectively called "Serviced Municipalities") have requested Saanich and Victoria (hereinafter collectively called "Servicing Municipalities") to provide Tower Crane Rescue Services on a fee for services basis;

**AND WHEREAS** under the *Community Charter* a municipality may provide a service in another municipality provided it first obtains the consent of the Council of that municipality;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual promises exchanged herein, and for other good and valuable consideration, the parties agree as follows:

**1.0 DEFINITIONS**

1.1 In this Agreement:

- (a) **"Tower Crane"** means a crane equipped with a boom mounted on a tower.
- (b) **"Tower Crane Rescue Service"** means provision of emergency assistance to Tower Crane operators.
- (c) **"Service"** means the services described in paragraph 3.1 of this

Agreement.

**2.0 TERM**

2.1 This Agreement shall be for a term of five (5) years commencing May 1, 2016 and terminating on April 30, 2021 subject to earlier termination in accordance with this Agreement.

**3.0 SERVICE**

3.1 Servicing Municipalities agree to provide, in accordance with the terms of this Agreement, the following service within the territorial boundaries of the Serviced Municipalities:

- (a) Inspection of Tower Cranes and construction sites to establish Tower Crane rescue pre-plans;
- (b) Tower Crane Rescue Services.

3.2 Servicing Municipalities will each provide Service in accordance with the standards each Servicing Municipality employs for the Services within its own jurisdiction, unless a variance of such standards is agreed upon between the parties.

3.3 Servicing Municipalities will provide all equipment and personnel necessary for the provision of Services under this Agreement and will ensure that all personnel engaged in provision of the Services are trained in the provision of Tower Crane Rescue Services.

3.4 Whenever one of the Serviced Municipalities requires services to be provided under this Agreement it shall contact Saanich initially and Saanich shall provide the Service so long as it has the required staff and equipment available. If there is insufficient Saanich staff and equipment available, Saanich shall contact Victoria and Victoria, at its discretion and subject to resources available, shall

- (a) provide the necessary assistance and resources to Saanich, or
- (b) provide the Service directly to the Serviced Municipality requiring Service.

3.5 Servicing Municipalities will provide all equipment and personnel necessary for the provision of Services only and will charge the Serviced Municipality within whose jurisdiction the Service was provided for the cost of carrying out the Service as follows:

(a) Personnel Charge:

For each officer and fire fighter an hourly rate for time spent providing the Services at two times the normal hourly pay per hour or a portion of an hour for such person, and

(b) For each rescue vehicle dispatched to the service area in response to a request for a Tower Crane Rescue Service, a rate per hour or portion of an hour, as established by the most recent B.C. Office of the Fire Commissioner "Inter-Agency Working Group Report – Reimbursement Rates" will be charged.

3.6 Serviced Municipalities shall promptly pay to the Servicing Municipalities all charges invoiced under section 3.5 of this Agreement.

**4.0 INDEMNITY**

4.1 Saanich agrees that it will indemnify and save harmless Victoria, Colwood, Esquimalt, Oak Bay, Sidney, and View Royal from and against any claims, suits, actions, causes of actions, costs, damages or expenses of any kind that arise or result from, or relate in anyway to:

- (a) the negligence of Saanich or its employees, officers, elected officials, contractors, or agents in the provision of Services under this Agreement; or
- (b) a breach of this Agreement by Saanich.

4.2 Victoria agrees that it will indemnify and save harmless Saanich, Colwood, Esquimalt, Oak Bay, Sidney, and View Royal from and against any claims, suits, actions, causes of actions, costs, damages or expenses of any kind that arise or result from, or relate in anyway to:

- (a) the negligence of Victoria or its employees, officers, elected officials, contractors or agents in the provision of Services under this Agreement; or
- (b) a breach of this Agreement by Victoria.

4.3 Colwood, Esquimalt, Oak Bay, Sidney, and View Royal agree that they will jointly and severally indemnify and save harmless Saanich and Victoria from and against any claims, suits, actions, causes of actions, costs, damages or expenses of any kind that arise or result from, or relate in anyway to:

- (a) the negligence of Colwood, Esquimalt, Oak Bay, Sidney, and View Royal

or their employees, officers, elected officials, contractors or agents with respect to the provision of Services under this Agreement; or

- (b) a breach of this Agreement by Colwood, Esquimalt, Oak Bay, Sidney, or View Royal.

## **5.0 DEFAULT AND EARLY TERMINATION**

- 5.1 If either party is in breach of this Agreement, or the breach is not corrected within 30 days after notice of the breach is provided to that party, the party not in breach may terminate this Agreement.
- 5.2 By notice in writing delivered to each other party to this Agreement not later than June 30<sup>th</sup> in any of the years 2017, 2018, and 2019 Saanich or Victoria may elect to terminate this Agreement for the remainder of the term, in which case the arrangement for Services provided hereunder shall be terminated effective January 1<sup>st</sup> of any such subsequent calendar year.
- 5.3 By notice in writing delivered to the Servicing Municipalities not later than June 30<sup>th</sup> in any of the years 2017, 2018, and 2019, Colwood, Esquimalt, Oak Bay, Sidney or View Royal may elect to withdraw from this Agreement for the remainder of the term and in such case the withdrawal shall be effective on January 1<sup>st</sup> of any such subsequent calendar year and the Servicing Municipalities' obligations to provide any of the Services under this Agreement within the territorial area of the Serviced Municipality giving notice under this section 5.3 shall cease.
- 5.4 In the event funding for the regional tower crane rescue service from the Technical High Angle Rope Rescue Program and WorkSafe BC is reduced or discontinued, Saanich or Victoria may, by delivering notice in writing to the Serviced Municipalities, terminate this Agreement effective upon the date such funding is discontinued.

## **6.0 CONSENT**

- 6.1 Colwood, Esquimalt, Oak Bay, Sidney, and View Royal hereby consent to the provision of services as provided under this Agreement by Saanich and Victoria within the respective territorial areas of Colwood, Esquimalt, Oak Bay, Sidney, and View Royal.

## 7.0 GENERAL PROVISIONS

### 7.1 Notice

It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given if:

- (a) delivered at the time of delivery; and
- (b) mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

If to Victoria:

1 Centennial Square  
Victoria, B.C. V8W 1P6  
Attention: Corporate Administrator

If to Colwood:

3300 Wishart Road  
Victoria, B.C. V9C 1R1  
Attention: Municipal Clerk

If to Esquimalt:

1229 Esquimalt Road  
Victoria, B.C.  
V9A 3P1  
Attention: Corporate Administrator

If to Oak Bay:

2167 Oak Bay Avenue  
Victoria, B.C.  
V8R 1G2  
Attention: Municipal Clerk

If to Sidney:

2440 Sidney Avenue  
Sidney B.C.  
V8L 1Y7  
Attention: Municipal Clerk

If to View Royal:

45 View Royal Avenue  
Victoria, B.C. V9B 1A6  
Attention: Municipal Clerk

If to Saanich:

770 Vernon Avenue  
Victoria, B.C. V8X 2W7  
Attention: Municipal Clerk

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other parties set forth on the first page of this Agreement or at such other addresses as the other parties may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

**7.2 Time**

Time is to be of the essence for this Agreement.

**7.3 Binding Effect**

This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

**7.4 Waiver**

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.

**7.5 Headings**

Section and paragraph headings are inserted for identification purposes only and do not form part of this Agreement.

**7.6 Language**

Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

**7.7 Cumulative Remedies**

No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

**7.8 Law Applicable**

This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**7.9 Relationship of Parties**

No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant or a principal-agent relationship.

**7.10 Amendment**

This Agreement may not be modified or amended except by the written agreement of the parties.

**7.11 Integration**

This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.

**7.12 Survival**

All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

**7.13 Notice of Violations**

Each party shall promptly notify the other party of any matter which is likely to continue to give rise to a violation of its obligations under this Agreement.

**7.14 Settlement**

The parties acknowledge that they have a common goal of providing public service and will attempt to settle any differences arising in the administration of this Agreement amicably through discussion in good faith with a view to providing quality public service at a reasonable cost.

**7.15 Arbitration**

- (a) Disputes not capable of resolution through discussion under 7.14 shall be submitted to arbitration pursuant to the *Arbitration Act*, R.S.B.C. 1996, c. 55, to a single arbitrator appointed jointly by the parties.
- (b) No one shall be nominated to act as an arbitrator who is in any way financially interested in this Agreement or in the business affairs of either party.
- (c) If the parties cannot agree on the choice of any arbitrator each party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- (d) The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect hereof.
- (e) The award of the arbitrator shall be final and binding upon the parties.

**8.0 COUNTERPART CLAUSE**

This Agreement may be signed in counterpart that

- (a) have the same effect as if the parties had all signed the same documents;
- (b) will be construed together to be an original document; and
- (c) will constitute one and the same agreement.

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

Executed by **THE CORPORATION OF THE CITY OF COLWOOD** this \_\_\_\_ day of \_\_\_\_\_, 2016:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

Executed by **TOWN OF VIEW ROYAL**  
This \_\_\_\_ day of \_\_\_\_\_, 2016:

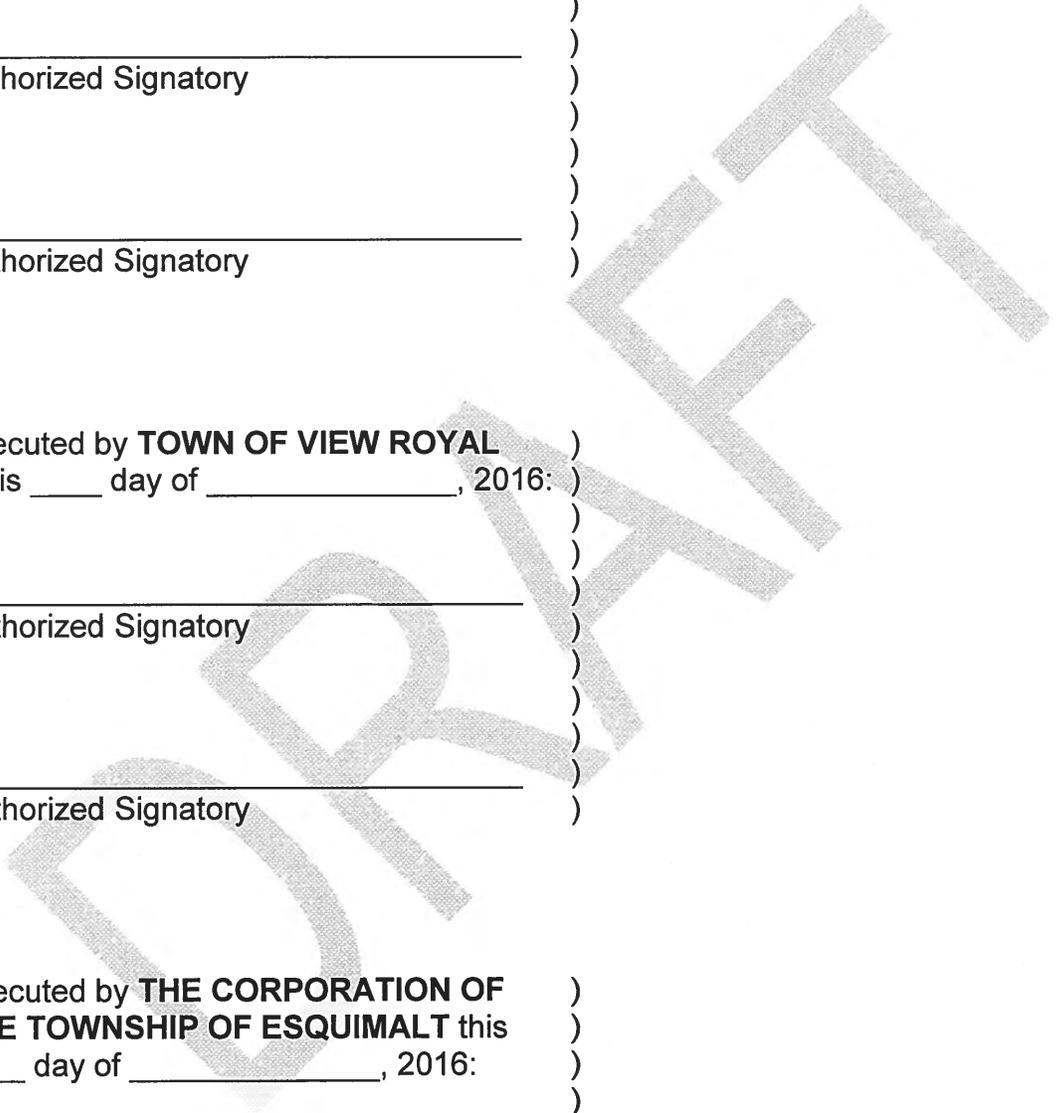
\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

Executed by **THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT** this \_\_\_\_ day of \_\_\_\_\_, 2016:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory



Executed by **THE CORPORATION OF  
THE DISTRICT OF OAK BAY** this  
\_\_\_\_ day of \_\_\_\_\_, 2016:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

Executed by **THE TOWN OF SIDNEY** this  
\_\_\_\_ day of \_\_\_\_\_, 2016:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

Executed by **THE CORPORATION OF  
THE CITY OF VICTORIA** this \_\_\_\_ day  
of \_\_\_\_\_, 2016:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory



Mayor  
Councillors  
Administrator  
Com. Assoc.  
Applicant

Apr. 14  
JSA

**Victoria Regional  
Transit Commission**

**Councillor Susan Brice –  
Chair**  
District of Saanich

**Mayor Richard Atwell**  
District of Saanich

March 10, 2016

**Mayor Alice Finall**  
District of North Saanich

**Mayor Lisa Helps**  
City of Victoria

Re: Request to amend *Motor Fuel Tax Act* to Fund Transit Investments

Dear Colleagues

**Mayor Barb Desjardins**  
Township of Esquimalt

**Mayor Carol Hamilton**  
City of Colwood

Growth in transit service is a priority of the region's economic development and transportation strategies. Recent consultation has also confirmed strong support from the public in moving forward with improvements to transit service.

**Councillor Marianne Alto**  
City of Victoria

The Commission recently approved a budget for 2016/17 that maintains the existing level of transit service in the region without an increase in property tax. This was possible due to the implementation of a new fare structure, administrative savings and operational efficiencies.

While the Commission will continue to use all funding levers available to maintain the existing level of service, moving forward with the desired level of expansion will require additional funding beyond what can be achieved from property tax and fares. In addition to operating costs, up to \$125M in capital expenditure is necessary over the next five years to upgrade transit exchanges, fleet, and operating centers. Without significant new funding, future transit service expansion will remain limited.

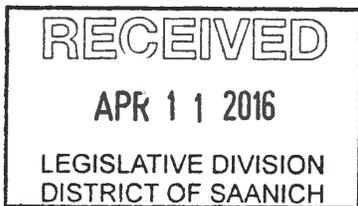
As you may be aware, the *BC Transit Act* allows for the Commission to seek funding from property tax, passenger and ancillary revenue, and a motor fuel tax. The Victoria Regional Transit System presently receives 3.5 cents per litre tax on fuel sold in the service area. This tax generates approximately \$11.7M annually to help cover the local share of transit operating and capital expenses. A 1.0 cent increase in fuel tax generates approximately \$3.4M annually.

In response to the pressure to fund the necessary investments in transit and support service expansion, the Commission's request before the Government of BC is to amend the *Motor Fuel Tax Act* to increase the dedicated fuel tax applied in the region under the *BC Transit Act* by 2.0 cents per litre. For reference, generating this same value of funding through property taxes instead of the fuel tax would require a 22% increase in the transit levy.

The request was made to the Minister of Transportation and Infrastructure in 2013, following a full consultation with the community. At that time, the increase in fuel tax was supported by the Board of the Capital Regional District, the Greater Victoria Chamber of Commerce and many other organizations throughout the region.

At a recent meeting with the Minister of Transportation and Infrastructure, the Commission was informed that our request has been forwarded to the Minister of Finance for consideration in this year's budget. While it is not approved at this time,

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520 Gorge Road East  
Victoria, BC V8W 2P3  
Phone 250.995.5726  
Fax 250.995.5689

cm  
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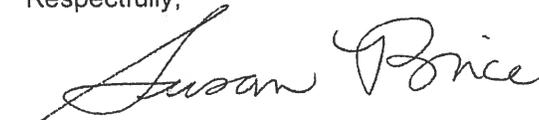
the concept continues to receive support at the provincial level. The Minister asked the Commission to confirm that broad support for this approach remains at the local and regional level to support further deliberation.

While no tax is welcomed, public surveys and funding studies have shown that increases to fuel tax are a preferred approach to funding transit systems rather than relying solely on property taxes. The Commission is seeking your continued commitment to this approach to fund increased transit services and associated facilities through an additional fuel tax by your support of the following motion:

*"Endorse the Victoria Regional Transit Commission's request to increase the dedicated fuel tax applied in the region under the BC Transit Act by two cents per litre to support transit system development in the Capital Region"*

If appropriate, we would be pleased to attend a meeting of your council/board to discuss this issue in person. Thank you for your continued support to move transit forward in the region.

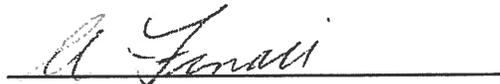
Respectfully,

  
Susan Brice, Chair  
Victoria Regional Transit Commission

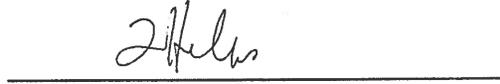
Mayor Richard Atwell, Member



Mayor Alice Finall, Member



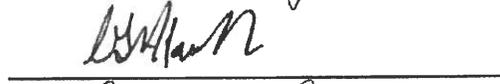
Mayor Lisa Helps, Member



Mayor Barb Desjardins, Member



Mayor Carol Hamilton, Member



Councillor Marianne Alto, Member





The Corporation of the District of Saanich

Report

To: Mayor and Council
From: Kelli-Ann Armstrong, Senior Manager - Recreation
Date: April 12, 2016
Subject: Arts Culture and Heritage Awards Program

Handwritten notes: Apr 14, Mayor, Councillors, Administrator, Com. Assoc., Applicant

PURPOSE

The purpose of this report is to recommend Council approve the proposed Arts, Culture and Heritage Awards program.

BACKGROUND

Since April 2012, the idea of establishing an Arts, Culture and Heritage Awards Program has been discussed by the Arts, Culture and Heritage (ACH) Advisory Committee. In June 2012, a program proposal was supported by the Advisory Committee and forwarded to Council for its endorsement. Council supported the proposal, but asked the Advisory Committee to provide some additional information.

The establishment of "an Arts, Culture and Heritage awards event" was listed in the 2013-2017 Strategic Plan. In March 2013, the Advisory Committee commenced work to develop a program to recognize and celebrate the contributions to the arts, culture and heritage of Saanich.

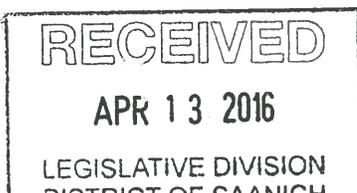
At the May 2015 meeting, the Committee endorsed the Awards Program and recommended that Council approve the Saanich Arts, Culture and Heritage Awards Program as attached.

DISCUSSION

The Arts, Culture and Heritage (ACH) Advisory Committee provided considerable input to the proposed program. While the award categories and method of recognition evolved over time, the overarching concept of the Awards Program, to recognize and celebrate contributions to the cultural environment of Saanich, did not change.

The Award Program proposes that nominations will be received by the Arts, Culture and Heritage Committee and establishes the following evaluation criteria:

- contributions to the achievement of Saanich strategic goals related to arts, culture and heritage
significance of contributions and their impact on the community



Handwritten initials: CM, DI

- leadership and/or service over a significant period of time (sustained effort) or level of involvement (magnitude of effort) – that includes the period of time since the last Awards were presented

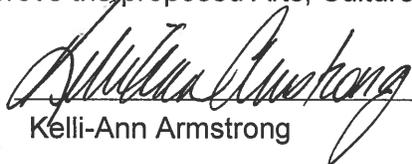
Awards will be granted at least once per 4-year Council term, and will be presented by Mayor and Council on behalf of the ACH Committee. Awards will normally be presented in conjunction with an informal reception with Council, ACH Committee members, Awards recipients and their guests.

The budget for the annual Environmental Awards ranges between \$1,500 and \$2,000 each year and it is anticipated that the budget for the Arts, Culture and Heritage Awards will not be more than the amount allocated to the Environmental Awards. In 2016, the Awards program can be supported by the Arts, Culture and Heritage Advisory Committee's allocated annual funding. However in subsequent years, a request for financial support will be submitted to Council during the annual budget process.

#### RECOMMENDATION

That Council approve the proposed Arts, Culture and Heritage Awards Program.

Prepared by



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Kelli-Ann Armstrong

Senior Manager - Recreation

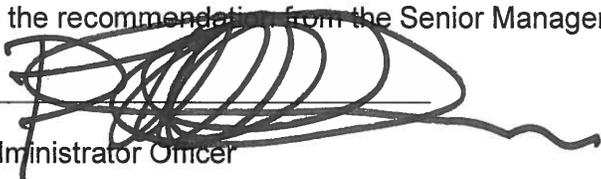
KA/ka

Attachments (1)

cc: Brenda Weatherston, Community Arts Specialist  
Carole Ireland, Manager, Cedar Hill Recreation Centre  
Caroline Duncan, Archives Supervisor, Legislative Services

#### CAO COMMENTS:

I endorse the recommendation from the Senior Manager - Recreation.



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Chief Administrator Officer

# Saanich Arts, Culture & Heritage Awards Program



*Recognizing positive contributions to the arts, culture and heritage of Saanich*

## About the Awards

Arts, culture and heritage enrich and enhance our municipality. The Saanich Arts, Culture and Heritage Awards recognize and celebrate contributions made to the cultural environment of Saanich, and are sponsored by the Saanich Arts, Culture and Heritage Advisory Committee (ACH).

## Eligibility

The District of Saanich is seeking nominations for individuals, organizations and businesses that have made outstanding contributions to community arts, culture and heritage.

Anyone living, working or participating in Saanich is eligible for recognition. While awards are not limited to residents and organizations based in Saanich, they must be based in the Greater Victoria region and their contributions must have outcomes that have made an impact on Saanich.

Current Saanich Arts, Culture and Heritage Committee members, staff, Mayor and Council are not eligible to receive awards.

## Award Categories

### UNSUNG HERO: INDIVIDUAL AWARD

This award recognizes individuals who have made a significant contribution to arts, culture or heritage. Through leadership and/or effort, the impact they have made to the cultural fabric of Saanich is important, ground breaking and has come from a place of service to the community.

### CULTURAL STEWARD: ORGANIZATION AWARD

This award recognizes organizations or groups of citizens that have been actively involved in promoting and nurturing arts, culture or heritage efforts for several years. Through their efforts, they have increased public awareness of arts, culture or heritage initiatives in Saanich. Their stewardship has made a positive impact on our individual and community quality of life.

### THE ART OF BUSINESS: SUPPORTER AWARD

This category recognizes businesses or individuals that have supported the sustainability of arts, culture or heritage in our community. Those nominated should demonstrate excellence in raising awareness and support for arts, culture or heritage activities and resources through financial, in-kind or voluntary investment.

### NEXT GEN: YOUTH AWARD

This award recognizes an individual or group of individuals under the age of 24 who have demonstrated outstanding commitment to arts, culture or heritage in Saanich. Through volunteering, acting as a role model or leader, or demonstrating exceptional accomplishment, they are making a difference in our community now and for the future.

## INDIVIDUAL LIFETIME ACHIEVEMENT AWARD

At the ACH Committee's discretion, a special **Individual Lifetime Achievement Award** may be presented to acknowledge exemplary contributions by an individual in arts, culture or heritage.

### Awards Criteria and Process

Nominations are received by the Arts, Culture and Heritage Committee and evaluated according to the following **criteria**:

- contributions to the achievement of Saanich strategic goals related to arts, culture and heritage
- significance of contributions and their impact on the community
- leadership and/or service over a significant period of time (sustained effort) or level of involvement (magnitude of effort) – that includes the period of time since the last Awards were presented

Nominations will be collected by staff and a report will come to the ACH Committee for review and award selection at a special ACH Committee Meeting for Awards.

A maximum number of three awards will be selected in each category. Awards will be *only* be granted in each category when eligible applications are received.

Awards will be granted at least once per Municipal Council term.

Awards will be presented by Mayor and Council on behalf of the ACH Committee and will normally be presented at least once each Council term in conjunction with an informal reception with Council, ACH Committee members, Awards recipients and their guests.

Recipients will receive an award of recognition and their name and award will be publicized.

### Nominations

Nominations can be made by completing an online or print-based ACH Awards Nomination Form. A Call for Nominations will be posted using the Saanich website, social media, print and electronic communications.

Individuals, organizations and businesses cannot nominate themselves for an award. However, organizations, groups and businesses may nominate an individual involved within their organization for an *individual* award.



The Corporation of the District of Saanich

# Report

**To:** Mayor and Council  
**From:** Sharon Hvozdzanski, Director of Planning  
**Date:** April 7, 2016  
**Subject:** Consideration of Allowing Miniature Goats on Urban Residential Lots  
**File:** 1130-20

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## PURPOSE

The purpose of this report is to present process options to Council regarding potential regulatory changes to allow for the keeping of miniature goats on urban residential lots.

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## BACKGROUND

In May 2015, Ms. Jillian McCue made a presentation to Council on the keeping of miniature goats on urban residential lots. Ms. McCue's presentation included a petition with 132 signatures in support of allowing the keeping of miniature goats in the backyards of urban residential lots. At that meeting, Council passed the following motion:

"That Council direct staff to prepare a report, with input from the appropriate Advisory Committees, to look at the feasibility of miniature, pygmy, and dwarf goats in Saanich backyards."

At the meeting, staff were also directed to have Ms. McCue present at three Committees of Council to receive additional feedback for inclusion in the staff report. The Committees from which additional feedback was to be sought were:

- Planning, Transportation and Economic Development Advisory Committee (PTED);
- Healthy Saanich Advisory Committee (HSAC); and
- Environment and Natural Areas Advisory Committee (ENAC).

Given other Council Strategic priorities and the need to allocate limited resources Staff have not been able to bring forward this report until now. This report assesses the regulatory and policy context for miniature goats in Saanich and provides information on regulatory approaches in other North American cities. Key considerations for keeping miniature goats in urban residential settings are outlined and process options for moving forward are provided for Council's consideration.

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## **POLICY & LEGISLATION**

### **Official Community Plan, (2008)**

The Official Community Plan (OCP) includes a number of supporting policies and Community Values regarding: access to safe and nutritious food supply, at reasonable cost; and opportunities for local food production in both rural and urban areas. Specifically, OCP Section 5.1.1 Agriculture and Food Security, contains several policies supporting local food production and security. In particular, Policy 5.1.1.13 states: “Support small-scale agricultural initiatives on lands inside the Urban Containment Boundary, while balancing the need of neighbouring residents.”

### **Saanich Animals Bylaw No. 8556**

This bylaw regulates the keeping of domestic and farm animals, addressing their upkeep, conditions and protection. The bylaw identifies goats as “farm animals” which are permitted in all rural zones, where parcels are greater than 0.2 hectares in area. The current bylaw also permits up to two farm animals in single family residential (RS) zones where parcels are greater than 0.65 hectares (6500 m<sup>2</sup>) in area. The vast majority of residential lots within the Urban Containment Boundary (UCB) do not meet the current bylaw lot size requirement.

### **Provincial & Federal Legislation**

Through a series of “Acts”, senior levels of government provide standards and guidelines related to health and safety. These “Acts” give Senior, Regional, or Local Government authorities the tools to gather information, inspect, and require mitigation as it relates to the keeping of animals. Specific regulations that apply to the keeping of farm animals in an urban setting are included in Attachment A. The regulations deal primarily with community health aspects, proper care of animals and waste management.

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## **LESSONS FROM OTHER COMMUNITIES**

As with the regulation of other land use activities, regulation of city dwelling livestock/farm animals is multi-layered. Local Government controls include zoning and animal control bylaws, which provide guidance on where, when and how all sorts of animals, including livestock/farm animals can be kept in the city. The bylaws specifying regulations for animal/livestock seek to mitigate the potential negative impacts of small scale animal husbandry in urban and semi-urban areas by setting conditions under which this practice can be undertaken.

Preliminary research indicates that the majority of local governments in Canada and the US, maintain highly restrictive regulations that limit livestock/farm animal keeping to agricultural zones, with the exception of chickens which are permitted in some residential zones.

Some local governments have more moderate regulations, allowing small farm animals, including miniature goats, on larger residential lots. In these communities, animal control bylaws further specify minimum lot sizes for animal keeping in residential areas along with other companion requirements such as; size and quality of shelter, setbacks for structures, and maximum number of animals.

In recent years a small number of local governments such as Seattle and Portland, have adopted more liberal regulations which permit urban livestock/farm animals in any zone within the city. In the case of Seattle, all animals defined as “small animals” that meet associated requirements are permitted in residential and commercial zones.

Saanich could be considered to be in the second group with moderate regulations, as the existing bylaw allows for up to two animals in residential zones provided the lot size is greater than 0.65 hectares. However, this lot size is rather large in relation to most residential lots, and would be the equivalent of RS-16 and RS-18 lots. Larger residential lots that meet current bylaw requirements are limited, therefore miniature goat keeping is generally restricted to rural areas.

The following examples illustrate some different approaches undertaken by local governments to address the regulation of miniature goats.

### **Seattle**

Seattle was among the first, in 2007, to adopt a new ordinance with changes to allow for miniature goats to be kept within city limits. While previously miniature goats were designated as “farm animals”, miniature goat advocates successfully lobbied to have them re-classified as “small animals” in Seattle’s Municipal Land Use Code, which includes provisions for the keeping of animals.

Seattle allows the keeping of small animals, permitting miniature goats along with cats and dogs and other small size animals in all zones. Up to three small animals are allowed on residential and commercial properties. Miniature, dwarf or pygmy goats are allowed, but they must be dehorned and male goats must be neutered. Lots over 1,858 m<sup>2</sup> are allowed four small animals, plus one additional small animal for each 465 m<sup>2</sup> over 1,858 m<sup>2</sup>.

In 2007, following consultation with local stakeholders and County Public Health, it was concluded that if adequate conditions are met, the potential health risks would be “very minimal”. Seattle amended its Municipal Land Use Code to permit urban miniature goats citywide, subject to a set of regulations that ensure basic needs and concerns are being addressed as well as other key issues arising from the realities of miniature goat keeping.

During the review process, key issues were raised by Seattle’s Public Health officials including the potential public health issue of zoonotic diseases associated with miniature goats and goat milk products. Health Officials did acknowledge that serious illness in people due to infections from goats is rare. Related disease risks can be reduced by: prevention education; environmental controls; good sanitation and husbandry; and proper pasteurization of milk prior to consumption and cheese production.

Seattle also identified measures to address the natural tendencies of miniature goats, this includes the climbing and fence ducking ability of goats, their desire to browse ornamental landscaping, and to jump on objects (including cars). If not addressed these activities may lead to neighbourhood disputes and the need for animal services personnel to capture and house stray goats.

Seattle and King County encourage education and responsible goat ownership. Information is available to educate people on what they need to know before they get a goat. This includes legal issues, disease concerns, goat husbandry, milking and sanitation.

Seattle currently has 51 goats licensed (20 - 35 annually). Goats are required to be licensed on an annual basis at a cost of \$20 per year or \$30 for a two year period. In the past five years, the city has received approximately one complaint per year.

### **San Diego**

San Diego passed its Urban Agriculture Ordinance (bylaw) on February 22, 2012 with the aim to increase local food production and support urban agriculture. This resulted in changes to the Municipal Code on animal keeping. A comprehensive multi-year process was undertaken to explore the issues, and involved extensive consultation with residents, multiple advisory committees, stakeholder groups and the Department of Environmental Health and Public Health. Regulations allow for:

- Miniature goats in single family residential zones and on lots with single family homes, provided they are de-horned and males are neutered;
- No more than two goats, but no fewer either, as goats are social creatures and can get a little destructive if they get too lonely. Offspring can be kept up to 12 weeks;
- To ensure goat needs for shelter and protection are met, the ordinance requires for the provision of a shed and enclosure;
- Sheds must be no less than 10 ft<sup>2</sup> and designed to be predator proof, provide easy access for cleaning, be water tight, draft free, ventilated and located outside the required property setbacks;
- Enclosures accessed directly from sheds need to include a minimum pen area of 400 ft<sup>2</sup> excluding the shed, be secured from the outside, and have a minimum fence height of 5 ft. The enclosure needs to be easily accessed for cleaning and have no objects within it to enable the goat to climb out; and
- The ordinance also provides a restriction on goat milk and dairy products for personal consumption only, prohibiting sale of any goat food product.

During the consultation process concerns were raised regarding consumption of raw goat milk and products made from raw milk or poorly pasteurized milk. The San Diego County Department of Environmental Health and state public health doctors raised concern regarding the “importance to understand that milk has potential health risks when unpasteurized or not properly pasteurized”, therefore they recommended that backyard miniature goats not be included in the Urban Agriculture Ordinance.

### **Denver**

Denver allows for the keeping of up to two dwarf goats as accessory uses in residential zones without the need for separate permits. A discretionary review with public notice is required. Structures for animals are to be provided and located at least 4.6 m from any residential dwelling that is not the residence of the keeper, and the animals must be kept in the rear half of the lot. The slaughtering of animals is prohibited.

### **San Francisco**

In San Francisco, the city relies upon the Public Health Authority for approval of what is appropriate for animal keeping. The city permits up to four animals to be kept for non-commercial purposes in residential districts when located away from residential structures

provided approval is given by the health authority. The Municipal Code allows any of the following, or a combination including: dogs, hares, rabbits, guinea pigs, rats, mice, gerbils, chickens, turkeys, geese, ducks, doves, pigeons, game birds of any species, or cats. Animals must be kept in coops or enclosures approved by the Director of Public Health and located at least 6.1 m from any doors or windows of buildings used for human habitation.

### **BC Municipalities**

In BC's context, miniature goats are typically restricted to rural areas. In recent years Richmond, Burnaby and Nanaimo have all undertaken some level of review to assess potential regulatory changes to allow miniature goats. However, no bylaw changes have been undertaken in these communities to date.

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## **REGULATORY CONSIDERATIONS**

Miniature goats, including pygmy and dwarf goats, are smaller in size than standard goats. People typically keep them as pets and for milk production and breeding. They are intelligent animals but can be potentially destructive if they are not properly cared for or kept in the wrong environment. Goats need constant companionship, therefore it is best to keep at least two.

An initial review of literature and regulatory practices of other cities in North America indicates a number of potential issues related to the keeping of miniature goats in an urban residential context. Further exploration of these issues would be recommended to determine suitability and what kinds of regulations would be needed if Saanich wishes to allow miniature goat keeping in urban residential zones. Key issues are as follows:

### **1. Public Health**

In other jurisdictions, including Seattle, consideration of potential public health impacts were a central focus of public consultations. In San Francisco, approval from the Department of Public Health is required before goats are permitted.

Overall, disease risks can be reduced through prevention, education, environmental controls, good sanitation and husbandry, proper composting of manure, and pasteurization of milk prior to consumption or cheese production. The development of regulations in Saanich would benefit from dialogue with public health officials and consideration of potential public education programs.

### **2. Property Size, Setbacks, Housing and Fencing Needs**

A key area of regulations in other jurisdictions is identifying parameters for lot size, setbacks, enclosure areas, fencing, and shelter requirements. If changes were made to the Animals Bylaw, research would need to be conducted for structure regulations that would be conducive to animal health, the maintenance of residential character, and use and enjoyment of one's property when living next to a property that has goats.

A variety of approaches are taken in other jurisdictions. Many cities prescribe a minimum size for sheds and pen areas, as well as a minimum lot size. In San Diego, goat sheds are required to be setback 1.5 m from the side property line and 4 m from the rear property line.

### 3. Animal Health

Like other animals, miniature goats need regular check-ups and vaccination as well as hoof trimming (every 4 - 8 weeks). In a more urban residential setting, goats need to be dehorned in order for them not to get their horns stuck in fencing or other objects which can potentially harm them. Male goats need to be neutered, otherwise they emit a very strong odour not suitable in an urban setting. Additionally, proper handling and sanitation practices and adequate yard space is needed to maintain animal health.

### 4. Milk Production and Breeding

The keeping of miniature goats requires a base level of knowledge to ensure proper care of the animals and maintenance of health conditions. A key area of consideration are milk production and breeding. Public Health staff in other jurisdictions have indicated that milk needs to be properly pasteurized to destroy harmful bacteria. Unpasteurized or not properly pasteurized milk can cause disease in humans. Educational and awareness considerations include:

- Milk producing goats need to be milked daily;
- To produce milk, goats need to be bred (produce offspring);
- Milking goats is an acquired skill and the goats may not always collaborate; and
- Goat milk, cheese and other products are to be for personal consumption only. The sale of such items is prohibited in BC.

Miniature goats can breed several times per year, they have a short gestation period (143 to 153 days) and often have several kids at a time. As noted above, they need to breed in order to be able to produce milk. In many jurisdictions miniature goat breeding occurs in farm settings as there are requirements for city dwelling male goats to be neutered. To enable miniature goat owners to maintain their animals, it would be necessary to have resources, education programs and support networks in place.

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## CONSULTATION

Per Council direction, input was sought from the following three Saanich Committees of Council. For each Committee, Ms. Jillian McCue provided a presentation similar to the one she delivered to Council in May 2015.

### **Planning, Transportation and Economic Development Advisory Committee (PTED)**

PTED received a presentation by Ms. McCue on June 11, 2015. Discussion included comments on issues such as; lot size, licencing, fencing requirements and life expectancy. At that meeting the Committee passed the following motion:

“That the Planning, Transportation and Economic Development Advisory Committee recommends that Council request staff to prepare an approach to amend the Backyard Chicken Bylaw to allow miniature goats and report on costs associated with amending the Backyard Chicken Bylaw.”

### **Healthy Saanich Advisory Committee (HSAC)**

HSAC received a presentation by Ms. McCue on June 17, 2015. Discussion included comments on issues similar to those of PTED outlined above. The Committee noted the need for education and proper hygiene controls, as well as the possible supply of miniature goats through the Beacon Hill Children's Petting Farm. Committee members also identified the need for more community consultation and follow-up with cities and municipalities that have permitted backyard miniature goats. The Committee also asked about the cost of developing a backyard miniature goat bylaw. At that meeting the Committee passed the following motion:

"That the Healthy Saanich Advisory Committee supports, in principle, a bylaw allowing backyard miniature goats in the Municipality of Saanich."

### **Environment and Natural Areas Advisory Committee (EN AAC)**

EN AAC received a presentation by Ms. McCue on June 23, 2015. Questions raised were mainly regarding lot size, number of miniature goats per lot, and the need for more public consultation and best practices. At that meeting the Committee passed the following motion:

"That the Environment and Natural Areas Advisory Committee recommends that Council request staff to undertake a study on backyard animals that includes public participation and a small pilot project."

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## **OPTIONS**

A range of options are available to Council in regards to pursuing regulatory changes that would enable miniature, pygmy and dwarf goats on residential lots in urban areas. Four basic options are provided for Council's review and consideration:

### **1. Undertake a pilot project for a maximum of 18 months on the keeping of miniature goats on urban residential (single family) lots.**

A potential approach to test the concept of keeping miniature goats in urban areas could be to permit miniature goats on a limited number of properties for a set period of time. If Council wishes to choose this option, it is recommended that basic conditions for the pilot study be established, including:

- A minimum lot size of 557 m<sup>2</sup> (identical to Urban Chicken regulations);
- A maximum of ten properties to participate in the study (Ms. McCue could be one of the participants, with the other nine spots filled based on a random draw);
- Study length maximum 18 months;
- Participants must be willing to participate in a periodic feedback with staff/elected officials (maximum three times per year, for two hours maximum each time);
- A signed agreement from the property owner/renter acknowledging their understanding of the terms and conditions of the study and that after 18 months if the regulations regarding the keeping of goats on residential lots are not changed/proposed to be changed; the goats must be removed from the property within 90 days of receiving written notice from Saanich;
- Written approval of all neighbours within 100 m of the subject property;
- Written approval from the owner of the property (assuming a renter applied);

- Written approval from the strata corporation, if applicable;
- Two goats must be kept on the property. Goats must be dehorned. Male goats must be neutered. Any offspring can be kept on the property from birth up to 12 weeks;
- An indoor shelter must be provided of no less than 3.3 m<sup>2</sup> in area, be less than 2.5 m in height, be designed to be predator proof, provide easy access for cleaning, be water tight, draft free, and ventilated;
- An outdoor enclosure must be provided and have direct access from the indoor shelter. The outdoor enclosure must have a minimum area of 37 m<sup>2</sup>, be secured from the outside, and have a minimum fence height of 1.5 m and a maximum of 1.9 m. The outdoor enclosure needs to be easily accessed for cleaning and have no objects within it to enable the goat to climb/jump out;
- The indoor shelter and the outdoor enclosure must be located in the rear yard of the single family lot, and be no closer than 3m from side & rear lot lines and 3m from residential dwelling windows or doors;
- The indoor shelter and the outdoor enclosure must be maintained in good repair and must be kept free from vermin and obnoxious smells and substances;
- Not more than 3 m<sup>3</sup> of goat manure can be stored on the parcel at one time and any manure shall be stored in a fully enclosed structure or container that contains the odour when closed;
- Unused manure must be removed from the parcel in a timely manner;
- Goats may be kept for personal use only and the sale of milk, dairy products, manure, meat or other products derived from goats shall not be permitted on the parcel;
- Goats may not be slaughtered or carcasses buried onsite; and
- The storage of food supply for the goats must be kept in a pest and vermin proof container.

This option would include a report back to Council after the pilot ends to determine next steps.

**2. Undertake a study on the keeping of miniature goats on urban residential (single family) lots commencing in 2016**

This option would involve a community engagement process similar to the Backyard Urban Chickens Study. This would include open houses, a public survey and consultation with key stakeholders. It is anticipated that this study would take 6 - 8 months and require either dedicated staff time or consultant resources to manage the engagement process and bylaw drafting. In terms of a comparative project, the Backyard Urban Chickens Study was done with one staff member and approximately \$2,500 allocated to advertisement and room rental. If staff undertake the work, other work priorities will need to be shifted to account for this new work item.

**3. Combine Option 1 & 2**

This option would combine the pilot project with a parallel community engagement process similar to the Backyard Urban Chickens Study. Council would make a final decision on if and under what conditions to allow miniature goats on urban residential lots based on information and feedback collected through both the pilot project and the community engagement process. The opportunity also exists for a limited/controlled

number of interested parties to visit properties participating in the pilot project. As in Option 2, work priorities would have to be shifted to account for this new work item.

**4. Look at the issue as part of a subsequent year's work plan.**

This option acknowledges that Council has numerous initiatives it wishes to undertake and finite resources. Depending on Council's prioritization of these initiatives and resources, it may be appropriate to schedule this work to another year. Based on Council's current Strategic Plan and Departmental work plans, other projects would need to be delayed to undertake this work. Impact on current initiatives would be reduced if funding was allocated to hire a consultant to run the Option 2 or Option 3 community engagement process.

**Staff Comment**

If Council wishes to proceed forward with looking at the potential for miniature goat keeping on urban residential lots, a review process that broadly engages the community and stakeholder groups would be beneficial to fully understand all dimensions and perspectives related to potential regulatory changes.

Running a pilot project (Option 1) independent of a broader consultation process, similar to that of the Backyard Urban Chicken Study, would be of limited value when considering a significant change to the keeping of "farm" animals in an urban residential setting.

Given the broad range of initiatives that Council wishes to pursue, potential delays to other projects, and the need to allocate finite resources, staff can also acknowledge that Option 4 is something Council may wish to consider.

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**NEXT STEPS**

Next steps would be dictated by Council's selection of a preferred option. If Council chooses:

**Option 1**

- Staff would prepare application forms for pilot program participants, and any other legal documentation based on; the conditions outlined in this report, and any further direction received from Council at the meeting at which this report is considered;
- Staff would advertise for nine pilot program participants in local newspapers, online, via e-mails networks, and through social media;
- Staff would periodically meet with participants and immediate neighbours to record feedback/lessons learned; and
- Staff would prepare a summary report outline findings and recommend next steps at the end of the project (18 months) for Council's review and consideration.

**Option 2**

- Staff would bring back Draft Terms of Reference for the study by June 13, 2016 for Council's review and consideration; and
- Based on feedback and direction from Council, either staff would commence work on the project or a RFP for consulting services would be issued.

**Option 3**

- Staff would prepare application forms for pilot program participants, and any other legal documentation based on; the conditions outlined in this report, and any further direction received from Council at the meeting at which this report is considered;
- Staff would advertise for nine pilot program participants in local newspapers, online, via e-mails networks, and through social media;
- Staff would periodically meet with participants and immediate neighbours to record feedback/lessons learned;
- Staff would bring back Draft Terms of Reference for the study by June 13, 2016 for Council's review and consideration;
- Based on feedback and direction from Council, either staff would commence work on the project or an RFP for consulting services would be issued; and
- Staff would present a summary report to Council at the end of both the community engagement process and the pilot program for Council review, consideration and a decision on next steps.

**Option 4**

- This proposed work item would be brought forward in 2017 for consideration by Council.

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**SUMMARY**

Saanich OCP policy supports local food production and small scale agriculture in balance with the needs of neighbourhood residents. Consultation with Saanich Advisory Committees has indicated interest and support in principle to further explore backyard miniature goats noting that more information and consultation would be needed.

Current bylaws permit miniature goats in all rural zones and up to two goats on larger residential lots greater than 0.65 hectares. This minimum lot size corresponds to RS-16 and RS-18 zones. This lot size is not common in Saanich and as such under the current regulations there are limited opportunities for keeping miniature goats in an urban setting.

A review of cities such as Seattle and San Diego where miniature goats are permitted, indicate a number of topics that were considered in their public review are addressed in their bylaw. As noted in this report, issues regarding public health, housing and fencing needs, animal well-being, milk production and breeding require careful consideration to ensure goats are properly cared for and neighbourhood impacts are mitigated.

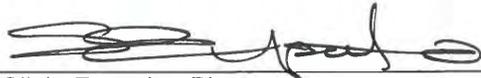
The research identifies a number of items that warrant further investigation and public consultation to determine what approach would work best in the Saanich context. Consultation with experts and the agricultural community would be essential to gain a full understanding of considerations and their implications.

A range of process options for moving forward on this issue are available to Council. Four basic process options have been outlined in this report. Staff recommend that Council proceed forward with Option 3.

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**RECOMMENDATION**

That Council proceed forward with Option 3.

Report prepared by:   
Silvia Exposito, Planner

Report prepared and reviewed by:   
Cameron Scott, Manager of Community Planning

Report reviewed by:   
Sharon Hvezdanski, Director of Planning

CS/SE/si  
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Attachment A

cc: Paul Thorkelsson, CAO  
Graham Barbour, Manager of Inspection Services

**ADMINISTRATOR'S COMMENTS:**

I endorse the recommendation of the Director of Planning

Paul Thorkelsson, CAO



## The Corporation of the District of Saanich

### **Attachment A: RELEVANT PROVINCIAL AND FEDERAL REGULATIONS**

#### **Disease Control**

Federal Government - Health of Animals Act - 1990, c. 21 - This Act outlines steps that may be taken by inspectors in the case where diseases or toxic substances are suspected of being on a site that may affect animals or that may be transmitted by animals to persons. Prohibitions in this act include: concealment, keeping diseased animals and selling or disposing of diseased animals.

BC Provincial Public Health Act - Provides health officers the authority to order preventative measures to control a health hazard.

BC Provincial Animal Disease Control Act - Veterinarians and Physicians are obligated to report known or suspected animals or persons that are suffering from or have died from a communicable disease.

#### **Pests**

BC Integrated Pest Management Act - This Act mainly regulates pesticide use, but also gives authority to the Minister to order an Integrated Pest Management Plan for managing pest populations (including rats and insects) and reduce damage caused by pests.

#### **Manure**

BC Environmental Management Act and Public Health Act - *The* Ministry of Environment regulates issues regarding organic matter and recycling through this act. The Ministry also provides Land Application Guidelines for the Organic Matter Recycling Regulation and the Soil Amendment Code of Practice – Best Management Practices. - 4 - March 18, 2011

#### **Ethical Care and Treatment**

BC Prevention of Cruelty to Animals Act - *The* Act ensures the humane treatment of animals by providing a legislative mandate for the Society for the Prevention of Cruelty to Animals in British Columbia. It outlines the powers of their offices, rights of seizure and disposal or sale of animals taken into custody.

#### **Odour**

BC Waste Management Act – The Ministry of Environment is responsible for maintaining air quality and investigating complaints.

#### **Carcass Removal**

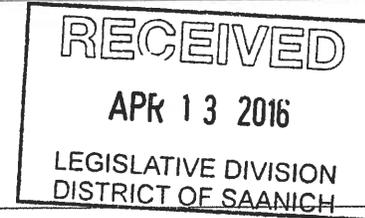
Saanich Animals Bylaw No. 8556 - The owner of any animal or bird may, upon payment of the required fee, deliver to the Municipal Pound, or request the Pound Inspector to pick up his/her animal or bird for the purpose of destroying it.

#### **Other Regulations**

BC Building Code - Only applicable if accessory building is greater than 10 m<sup>2</sup>.  
BC Farm Protection Act - Not applicable for urban farming.

**ClerkSec - Comments Re Miniature Goats File 1130-20**

**From:** "Christian J. Stewart" <[REDACTED]>  
**To:** <clerksec@saanich.ca>  
**Date:** 4/12/2016 7:08 PM  
**Subject:** Comments Re Miniature Goats File 1130-20



Thank you for sending notice and the report on the issue of keeping miniature goats within the boundaries of Saanich. As I will not be able to attend the council meeting on Monday, please accept the following comments for the record.

In addition to concerns that were highlighted in the report regarding goats in Seattle and other areas and the impacts they can have relative to eating ornamentals, and other destructive habits, and the fact that these are farm animals living in an urban area, I have a few other concerns that don't seem to be noted in the report.

The first is NOISE. We are one of the unfortunate in Saanich who live next to a neighbour who has chickens, a supposedly quiet farm animal. Well I tell you they are not. When they begin their egg laying song and go on and on and on for 45 minutes or so, it is extremely annoying. If this were a dog barking like that for 45 minutes, I would have a legitimate by-law issue, but with something as equally annoying, there is no recourse. My home office has a window on our neighbours backyard and it is impossible, in summer with windows open, to concentrate on my work when this happens. Additionally, my wife and I frequently enjoy sitting on our front porch in nicer weather and again this enjoyment is dampened when the birds are noisy. And we did not even use our back patio once last summer, in part because of this issue.

I am concerned that the constant bleating of goats will lead to similar issues. I know various reports have said that miniature goats are quiet, but similar things were said about chickens and this is definitely NOT the case.

A second concern is VERMIN. With our neighbours chicken coop and the feed and such we have frequently seen rats running around the neighbours coop and there has been evidence of rats in our own backyard, and the other day, a dead one on our front porch. I am concerned that a similar "ruralization" of city properties for goats will lead to similar problems. Certainly if our neighbour added goats to his chickens, I would have some very serious issues with both the noise and the potential increase vermin coming on to the property.

A third concern is DEGRADATION of PROPERTY VALUE. We live in a very nice location in the Gordon Head area and I am 100% concerned that the additional noise and other issues from the neighbours chickens will have an impact on our re-sale value. I would have a similar concern if there were goats next to me. My wife and I are at an age where selling and retiring is soon to be a consideration and I for one would not want to buy a house next to a chicken coop, a goat shed, or a "mini-farm", in the case of someone with both chickens and goats. I am sure others would be in that same boat and as such we may have concerns when we try to sell because of our chicken issue. I realize Saanich historically been a rural municipality, but this is no longer the case in much of its area, and I wish council would stop pretending it is in these areas.

If people want to raise chickens and goats on their properties, then they should consider moving to a rural area and doing it there, not move into the city and then force the city into allowing them to do it there. Seems similar to someone moving next to an airport and then asking if the airport could stop flying planes over their house.

Given the above, I strongly urge council to NOT allow the keeping of goats on city lots. However, if in their wisdom they do allow it, then it would be great if the process is amended so that if someone applies to keep

goats, ALL adjoining neighbours have to agree and approve before the application can be accepted. This is/was not the case with the chicken by-law (we never had any direct consultation when our neighbour applied to get chickens) and I think something like that can go a long way to keeping the peace, both literally and figuratively in the neighbourhood.

Thanks for your consideration.

Mr. Christian J. Stewart, M.Sc.

[Redacted]

Phone: [Redacted]

Cell / Text: [Redacted]

E-Mail: [Redacted]

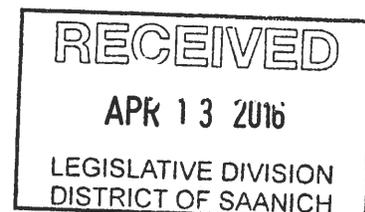
April 12, 2016

Dear Mayor Atwell and Council,

I take this opportunity to express my strong desire for you, as my elected representatives, to maintain the current bylaws respecting goats as they are (i.e. recognized as farm animals and permitted in Rural zones and on residential lots greater than 0.65 ha).

I have read the staff report, dated April 7, 2016, and ask that you consider the following points:

- it does not appear that the implications for adjacent landowners, such as the ability to enjoy their yards and houses in relative peace and quiet, has been adequately considered. As it is now, I have to put up with constant "clucking" of several chickens in my neighbour's yard - they cluck for between 30 - 45 minutes numerous times throughout the day. It is difficult to read a book on my front or back porch or have a conversation with friends and family while this is in progress. In the summer months, when my house windows are open, their noise can be heard throughout my house. My husband has difficulty working in his home office, with its window that faces the neighbour's yard, due to the distracting noise. The thought of adding goat whinnying to chicken clucking is maddening. If I lived in a rural area I would have a different attitude but I live on a standard residential lot in the middle of a city of 200,000 residents, just a few meters from each of my neighbours.
- Another implication not to be overlooked is the odour of farm animals, their housing, and their waste and the impact on neighbouring residents. I don't believe Saanich conducts any inspections to see that proper standards are being met with currently permitted farm animals within single family residential area so I expect that with goats we would remain in a situation where the onus would be on affected neighbours to lodge complaints if unacceptable situations arise with neighbouring farm animals. This is not a good way to maintain positive neighbourhood relationships. If the municipality chooses to allow increasing types of farm animals in the city limits, the municipality should conduct regular inspections to ensure the permitted residents are managing their animals and the related housing/waste appropriately.
- If Saanich considers using similar policies to some of those noted in the staff report, it would appear that any or all of my 4 neighbours could be permitted two goats (because they are social animals and need company) and since they can produce multiple kids twice/year (given their short gestation times) and people might be allowed to keep the kids for 3 months, that realistically, I might actually have to contend with 5 or more goats per neighbour at any one time or upwards 20 goats in surrounding yards; possibly in addition to 20 chickens, and several pet dogs). Although it may be unlikely that each neighbour would choose this, if the bylaw is changed there would be nothing that I could do if they all opted to. Perhaps there is a reason why the current bylaw limits farm animals to rural areas and large lot residential. Let's keep it that way.



- it certainly does not seem to me that the request for goats relates in any way to "access to safe and nutritious food supply" - I don't believe that those interested in having goats plan on eating them (and given slaughter requirements, this is unlikely). It is noted that there are potential health risks to un- or poorly-pasturized goat milk. It is also noted that reproduction is needed to get milk and there may be a need to neuter male goats for other reasons. So having goats does not seem to relate to the food supply aspect of the official community plan.
- providing information about goat maintenance is not an adequate means of ensuring that proper practices are being undertaken by people who would choose to have goats and again, neighbours are the ones who have to put up with potential issues such as waste, goats jumping or damaging fences when they are free-ranging in their owner's yards, etc.
- It seems that making incremental changes to bylaws, or changes based on limited requests, is not good planning. First chickens, now potentially goats, next time someone may want turkeys or geese, pigs, or sheep-maybe just one or two of each. Once the precedent of incremental change based on limited requests has been set, how could Council turn down future requests for additional small animals. Perhaps Council should consider such changes only once a threshold of requests has been reached (reasonable number based on Saanich's population size).
- I believe that appropriate consultation with Saanich residents should be conducted before any consideration of allowing any further backyard animals is undertaken by Council. I suggest a resident survey.
- Lastly, in terms of needs within our municipality, I do not see an urgency in terms of considering whether or not to allow more farm animals to be kept within the urban containment area. Again, I suggest that Council should leave the bylaw as it is currently and let Saanich staff deal with the priorities they already have on their work programs.

Sincerely,

Carolyn Stewart  


1410-04 Planning  
X: 1110-30 Zoning

CW APR 18/16



The Corporation of the District of Saanich

april 14 2016  
Mayor  
Council  
Admin  
Com. As.  
Applicant

# Report

**To:** Mayor and Council  
**From:** Sharon Hvozdanski, Director of Planning  
**Date:** April 12, 2016  
**Subject:** Consideration of Zoning Bylaw Amendment to permit "Pocket Farm Markets"  
**File:** 2110-55

## PURPOSE

The purpose of this report is to:

- Provide background on discussions to date regarding "Pocket Farm Markets";
- Outline regulatory matters;
- Provide additional information as previously requested by Council; and
- Outline the revised bylaw amendment proposal to allow for "Pocket Farm Markets".

## BACKGROUND

The concept of "Pocket Farm Markets" supports a broad range of Official Community Plan policies including: increased food security, improved economic development, reduced carbon impact, building community spirit, and improved personal health and wellness. As well, interest in locally grown, organic food, interest by young and old in growing food, and desire for knowledge of how and where food is grown is increasing. Most importantly, "Pocket Farm Markets" support local farmers to market their produce directly to Saanich and CRD residents.

Generally, the concept of "Pocket Farm Markets" is that growers would gather, once a week for a specified time, and sell their produce directly to residents from a table or truck tailgate. As this approach does not require a building or other infrastructure, the space used for the "Pocket Farm Market" is not permanently impacted.

Council previously discussed this concept and asked staff to undertake additional work on the matter. This report: provides a consolidated overview of the discussions to date; and outlines a recommended approach to move forward on allowing for "Pocket Farm Markets" in Saanich.

## REGULATIONS

### Existing

The sale of farm produce grown on an agricultural parcel is permitted as "Accessory Produce Sales" from a roadside farm stand in all of the Agricultural Zones except the A-5 (Rural, Landscape Contractor) Zone. The A-3 (Farm Market) Zone specifically permits a retail business

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which sells a defined range of farm products. The Big Barn Market, the Red Barn Market, and the Galey Farm Market are examples of well established “Farm Markets”.

The “Pocket Farm Market” concept is not a “Farm Market” as defined in the Saanich Zoning Bylaw. Currently, a “Farm Market” requires A-3 Zoning, which by definition, provides for a wide range of products to be sold, including imported products, generally located within a building, and operates daily year round.

The concept of “Pocket Farm Markets” is that growers would gather, once a week for a specified time, and sell their produce directly to residents from a table or truck tailgate. “Pocket Farm Markets” are currently not a permitted use in Saanich.

### **Initial Zoning Amendment Proposal**

There are a number of ways in which to consider the issue of providing for “Pocket Farm Markets” within the Saanich context, including creating new zones, amending existing zones, and/or creating special regulations.

Given that “Pocket Farm Markets” are temporary in nature, creating new zones or amending existing zones is not considered to be an appropriate approach. To provide for this use in a way that should be compatible with community expectations, the regulation for the sale of Christmas trees was reviewed. In 1995, in response to concerns about Christmas tree sales taking place within established parking lots, the Zoning Bylaw was amended to allow the sale of Christmas trees between December 1 and December 26, in any calendar year, in a number of rural and commercial zones.

The creation of a bylaw amendment in the same format and spirit, to permit “Pocket Farm Markets”, as was done for Christmas trees, would appear to be an approach which is not overly regulatory, and would achieve the objectives.

There are obvious differences between Christmas tree sales and a “Pocket Farm Market” however, and the discussion below addresses a number of issues that are specific to the latter land use.

### Definition

A “Pocket Farm Market” is generally understood to be the sale of fresh, locally produced farm produce such as fruits, vegetables, eggs, cut flowers, and plants. The sale would typically occur once or twice a week only between set hours. For example, weekly on Saturday from 10:00 am to 3:00 pm or the third Wednesday of every month from 4:00 pm to 8:00 pm. Generally, the produce is displayed on portable tables and may be covered by a portable tent structure or from a pick-up truck or van.

A definition of “Pocket Farm Market” is needed to differentiate it from the existing definition of “Farm Market”, and to provide a common understanding of the term for the public, operators, and the municipality.

### Frequency and Hours

Typically, markets in the CRD run from May or June through to September or October, either weekly or monthly, and last four to six hours. Restrictions on frequency and hours are considered necessary to ensure that neighbourhood impacts are minimized while benefits to the overall community are maximized.

### Applicable Zones

As sales from roadside farm stands are already permitted in Rural Zones, the emphasis on which zones might be appropriate for “Pocket Farm Market” use are those that would bring the product closest to the market and have the least impact on existing commercial properties in respect to parking. The actual use of space on a parcel appropriately zoned would be subject to regulations contained in the Zoning Bylaw Amendment and an agreement between the farmer/market organizer and the property owner/manager.

The zones that may be suitable for “Pocket Farm Market” use include commercial zones and institutional zones. The rationale is that commercial activities are already permitted in the commercial zones. Note that office zones have also been included because office parcels are often in commercial areas but on weekends, depending on the type of office, the parking lots are often not in use. Similarly, many institutional parcels, such as churches, may want to connect with their communities by supporting this type of use on a weekday afternoon/early evening or Saturday morning.

The following zones are proposed to be listed as suitable for “Pocket Farm Markets” use: C-2, C-2S, C-2LRS, C-3, C-3B, C-3L, C-3LRS, C-4B, C-4BR, C-4C, C-4D, C-4RT, C-5, C-5LRS, C-6, C-6DE, C-8, C-9, C-13, P-1, P-1A, P-1R, P-1U, P-4, P-4HR, P-4H, P-11, P-12, P-13.

### **Zoning Bylaw Amendments**

Based on the discussion above, the following bylaw amendments were initially proposed:

1. Add a new definition of “Pocket Farm Market”:

“Pocket Farm Market – means a use of land, for the retail or sale of locally grown fruits, vegetables, cut flowers, plants, and locally processed jams, preserves, and bakery products from personal vehicles or portable tables within a parking lot or hard surface outdoor area. Sale of handicrafts, flea market products, and food carts are excluded.”

2. Replace Section 5.23 with an amended Section 5.23

“5.23 Christmas Tree and Pocket Farm Market Sales

Notwithstanding the parking provisions of Section 7.0 of this bylaw;

- b) The retail sale of “Pocket Farm Market” products shall be permitted no more than twice weekly on any parcel zoned C-2, C-2S, C-2LRS, C-3, C-3B, C-3L, C-3LRS, C-4B, C-4BR, C-4C, C-4D, C-4RT, C-5, C-5LRS, C-6, C-6DE, C-8, C-9, C-13, P-1, P-1A, P-1R, P-1U, P-4, P-4RH, P-4H, P-11, P-12, P-13, between May 1 and October 31 in any calendar year.”

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### **PREVIOUS COUNCIL DIRECTION**

At the Council meeting at which the concept of “Pocket Farm Markets” was initially discussed, it was agreed to forward the proposed Zoning Bylaw Amendment (as outlined in the previous section of this report) onto Public Hearing.

Council also requested that additional information be provided as outlined below:

1. The potential impact on the operations of the Police and Fire departments of holding a “Pocket Farm Market” in the parking lot at the Municipal Hall; and
2. The expansion of the permitted times of year for “Pocket Farm Markets” to between mid-April and November 30.

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## **ADDITIONAL INFORMATION**

### **Use of the Municipal Hall Parking Lot**

During early discussions, concerns were raised as to whether the Municipal Hall parking lot was appropriate for a “Pocket Farm Market”. Proponents saw the parking lot as a good location because of its proximity to the Uptown Major “Centre” and access to the Lochside Trail, as well as the underutilization of the parking lot on weekends.

The initial proposal to amend the Zoning Bylaw to allow “Pocket Farm Markets” did not capture the Municipal Hall site which is zoned C-4 (Office and Apartment) Zone. Excluding the Municipal Hall site was due to a concern around potential conflicts between Police and Fire emergency vehicles and market activities.

Recent discussions with the Fire and Police departments indicate that weekend use of the Municipal Hall parking lot for a “Pocket Farm Market” would be acceptable and should not cause a problem for emergency vehicles if the farm market is limited to a defined area (see Figure 1). The Police have requested that the market be set up in the large flat parking lot behind the Annex Building which ensures that emergency vehicles entering or leaving the Municipal Hall parking lot do not conflict with market activities. Parking on the lower level of the Hall site, adjacent to the Swan Lake Nature Sanctuary, should not be a problem as it is a regular weekday activity along the exit/entrance route into the parking lot. Fire emergency vehicles enter/exit onto Vernon Avenue and not through the Municipal Hall parking lot, so there would be no conflict for them.

Permitting “Pocket Farm Markets” to occur within specified commercial and institutional zones would require the operators of the markets to meet with the property owners to negotiate conditions of use, beyond the regulations that would be listed in the Saanich Zoning Bylaw. For the Municipal Hall, negotiations would take place between the District of Saanich and the market operators regarding the location and times which a “Pocket Farm Market” would be allowed to operate.

Given the lack of any major concerns from the Fire and Police departments regarding the effect of the proposed market on their operations, and the ability to address any potential operational concerns through negotiations with the market operators, it is recommended that the C-4 Zone be included as a permitted zone where “Pocket Farm Markets” can occur.



Figure 1: Location for Potential “Pocket Farm Market” on Municipal Hall Site

### **Expansion of Permitted Times of Year for “Pocket Farm Markets”**

Council also asked staff to explore whether the permitted time of year during which “Pocket Farm Markets” could operate should be expanded from May to October 31 as initially discussed with Council, to mid-April to November 30.

The months during which “Pocket Farm Markets” could potentially operate were initially limited by typical farm production periods in the Capital Region. However, there is a growing interest in the general community in having “Pocket Farm Markets” operate year round. Victoria’s Moss Street Market, is an example of a year round market. The Moss Street Market differs from the proposed “Pocket Farm Market” in that it includes craft vendors and food carts, in addition to local produce sales.

While interest in holding “Pocket Farm Markets” may be less during non-peak growing months, expanding the permitted times of year during which a market can operate to April 15 to November 30, or even to all year around, would provide additional flexibility for market operators.

Expanding the permitted times of year for operating “Pocket Farm Markets” by four to six months is anticipated to have some consequences on surrounding land uses. While the markets would operate under the same regulations and restrictions as other times of year, with respect to the products sold and the frequency of the markets, the potential number of markets per year would increase. Staff anticipate that parking, noise, and garbage would be typical concerns from neighbouring properties.

Given the increased demand for “Pocket Farm Markets”, the ability for year round local food production in the CRD, and the desire to provide greater flexibility for market operators, it is recommended that “Pocket Farm Markets” be permitted all year long.

### **Food Carts, Food Trucks, & Handicrafts**

While not part of Council’s request for additional information, given the evolving nature of farm markets, staff felt a short discussion on the role food carts, food trucks, and handicrafts would be appropriate at this time.

The initial Zoning Bylaw Amendment proposal included the following definition:

“Pocket Farm Market – means a use of land, for the retail or sale of locally grown fruits, vegetables, cut flowers, plants, and locally processed jams, preserves, and bakery products from personal vehicles or portable tables within a parking lot or hard surface outdoor area.” **Sale of handicrafts, flea market products, and food carts are excluded.”**

Food carts and food trucks are becoming more commonplace at farm markets and are typically well received by the public. While the intent of Saanich’s “Pocket Farm Market” proposal is to support local farmers to sell their produce directly to residents of Saanich and the CRD, food carts and food trucks could be a positive component of such an event, if they were limited to an accessory role. Staff recommend that food carts and food trucks be permitted as accessory or secondary activities at a “Pocket Farm Market”.

Staff will be bringing forward a separate report on the potential for legalizing food carts and food trucks in other situations in the near future.

The original Zoning Bylaw Amendment also specifically excluded the sale of handicrafts and flea market products. In looking at both local and international small scale farm markets, the sale of handicrafts can also play a valuable role in animating a farmers market and acting as a drawing card. As with food carts and food trucks, to ensure the focus remains on the sale of local farm produce, the sale of handicrafts would need to be limited to a secondary role.

A common definition for “handicraft” is:

“A skilled activity in which something is made in a traditional way with the hands rather than being produced by machines in a factory.”

Staff would still recommend that flea market goods be excluded, and for the purpose of clarity that mass produced goods (i.e. clothing, kitchen wares) or commercial services and/or their promotion be specifically added to the exclusion list in the definition.

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## REVISED ZONING BYLAW AMENDMENT

Based on Council feedback and additional information, the following revised Zoning Bylaw Amendment is proposed (changes from initial proposal noted by **bolded and underlined** text)

1. Add a new definition of “Pocket Farm Market”:
 

“Pocket Farm Market – means a use of land, for the retail or sale of locally grown fruits, vegetables, cut flowers, plants, and locally processed jams, preserves, and bakery products from personal vehicles or portable tables within a parking lot or hard surface outdoor area.”

**Food carts, food trucks and the sale of handicrafts are permitted as a secondary/accessory activity to the sale of local farm produce. The sale of flea market products, mass produced goods, and commercial services and/or their promotion, are excluded.**
2. Replace Section 5.23 with an amended Section 5.23
 

“5.23 Christmas Tree and Pocket Farm Market Sales

Notwithstanding the parking provisions of Section 7.0 of this bylaw;

  - b) The retail sale of “Pocket Farm Market” products shall be permitted no more than twice weekly on any parcel zoned C-2, C-2S, C-2LRS, C-3, C-3B, C-3L, C-3LRS, **C-4**, C-4B, C-4BR, C-4C, C-4D, C-4RT, C-5, C-5LRS, C-6, C-6DE, C-8, C-9, C-13, P-1, P-1A, P-1R, P-1U, P-4, P-4RH, P-4H, P-11, P-12, and P-13.” **(The time period has been removed to allow for markets all year).**

**RECOMMENDATION**

That Council amend Zoning Bylaw 8200 to include a new definition of "Pocket Farm Market"; and that Section 5.23 be amended to include "Pocket Farm Market Sales".

Report prepared by:   
Harold Stanley, Planner

Report prepared & reviewed by:   
Cameron Scott, Manager of Community Planning

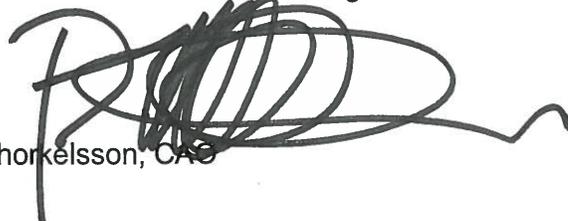
Report reviewed by:   
Sharon Hvozdzanski, Director of Planning

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cc: Paul Thorkelsson, CAO

**ADMINISTRATOR'S COMMENTS:**

I recommend that a Public Hearing be called.

  
Paul Thorkelsson, CAO

1110.30 Zoning - Farmers

**Mount View Colquitz Community Association**  
[www.mountviewcolquitz.ca](http://www.mountviewcolquitz.ca)



✓ Mayor  
✓ Councillors  
Administrative  
Com. Assoc.  
Applicant  
Apr. 14

14 April 2016

Dear Mayor and Council,

I am writing on behalf of the executive of MVCCA to express our support for the proposed Sunday Saanich Farmer's Market to be held at the Reynolds School parking lot in the summer. There is need of a genuine Pocket Farm Market. This is an excellent opportunity to support and expand our local food producers access to the public. I would stress that we need to promote local food products and not let it become just another flea market, as has been the case in that location.

Hopefully we can eventually have a public plaza, such as that proposed for the Nigel Valley redevelopment, and create a real gathering place environment and consistent occupancy for the public.

Thank you for your consideration,

Best wishes,

Carol Hamill  
President, MVCCA

cc. Shawn Newby

