



PO Box 1749  
Halifax, Nova Scotia  
B3J3A5 Canada

Item No. 5  
Halifax Regional Council  
In-Camera  
February 9, 2010

**TO:** Mayor Kelly and Members of Halifax Regional Council

Original Signed

**SUBMITTED BY:**

\_\_\_\_\_  
Dan English, Chief Administrative Officer

Original Signed

\_\_\_\_\_  
Wayne Anstey, Deputy Chief Administrative Officer - Operations

**DATE:** July 20, 2009

**SUBJECT:** Service Agreement - Acadia First Nation

**PRIVATE AND CONFIDENTIAL**

**ORIGIN**

This report originates with a request from the Acadia First Nation Band Council to enter into a Service Agreement for the Acadia First Nation Reserve in Hammonds Plains.

**RECOMMENDATION**

It is recommended Regional Council enter into the Service Agreement (Attachment 1) with the Acadia First Nation Band Council.

It is further recommended this staff report and proposed Service Agreement not be released until Council resolves to approve the agreement.

**DECLASSIFIED**

**FOIPOP Review**

Original Signed

**Approved to Release**

Original Signed

**Date**

Jan 8, 2020

## **BACKGROUND**

The Acadia First Nation Band Council is seeking a First Nation reserve status from the Governor in Council on lands situated at 1704 Hammonds Plains Road (PID# 00421255) in Hammonds Plains (Map 1). The establishment of a reserve status on lands currently held by Acadia First Nation in fee simple is subject to the Indian and Northern Affairs Canada (INAC) *Land Management Manual*, Additions to Reserves (Directive 10-1) and *Federal Real Property Act* and its regulations.

The Band is seeking to enter into a formal agreement with HRM to ensure a harmonious relationship with the municipality and to purchase municipal services to help facilitate a prosperous development of the lands. The 12 acre property is currently occupied with one dwelling unit and is assessed at a rural residential rate. The Band office operates from the existing dwelling.

The Acadia Band Council has approved the attached Service Agreement and is seeking the agreement of Halifax Regional Council. The agreement is identical to one signed with the Shubenacadie Band for land nearby on the Hammonds Plains Road.

## **DISCUSSION**

The federal Additions to Reserves (ATR) Policy recognizes communities live side-by-side and therefore promotes a “good neighbour” approach where municipalities and First Nations sit down together to discuss issues of mutual interest or concern. Pursuant to the ATR policy, areas for discussion may include land use, taxation, service provision and dispute resolution. INAC does not require municipal approval to proceed with recommending a reserve status, nor do municipalities have a general or unilateral veto over the granting of the status. While the Band’s request for a reserve will be processed with or without the existence of a Service Agreement, there is an opportunity to build government-to-government relations, and for the creation of a mechanism to discuss and resolve issues of mutual concern now and in the future.

Under the proposed Agreement, the Acadia Band Council is proposing to purchase a suite of indirect services (described as Tier I Services) as are provided throughout the surrounding community. Tier I Services would include Police, Fire, Library, Parks and Recreation, and Transit services (Article V, Section 5.01(a)). The Band is also proposing to purchase a suite of services (Tier II) that would be provided to directly service the Reserve. Tier II services include snow ploughing and ice control, street maintenance and repair, street lighting, and residential solid waste collection and processing (Article V, Section 5.01(b)). The proposed agreement makes provision, Education and Supplementary Education may be paid by a separate agreement between the Band and the provincial and federal governments. In the event HRM is charged for

these services, the Agreement enables HRM to recover these costs as a Tier I Service (Article V, Section 5.03 and 5.04).

The Band agrees to pay for the services by way of a grant-in-lieu of taxes at the annual rates as would be paid by property owners in the immediate vicinity of the Reserve. As provided for in Article VI, Section 6.02, the grant-in-lieu would be calculated on the basis of the assessed value of the Reserve, multiplied by the municipal tax rate for the services provided. The Band has agreed to have the property assessed in accordance with the assessment methodology of the Nova Scotia *Assessment Act*. The rate shall also include the pro-rated costs of general administration, as well as, the direct cost of delivering the service.

Under the Agreement, the Band will strive to enact by-laws which are compatible with HRM by-laws, but reserves its sole jurisdiction to enact any by-laws that are in the best interests of its people pursuant to the *Indian Act*. In order to maintain open dialogue during implementation of this Agreement, Article IX, Section 9.02 provides for the establishment of a Joint Advisory Committee with equal representation from the Band and HRM. The Committee can consider issues relating to the compatibility of by-laws, impact on municipal services, public consultation programs and any other matters that are mutually agreed upon by HRM and the Band. The Band also agrees to undertake a joint inspection program with HRM and other applicable federal government agencies to ensure the requirements of all building and fire safety codes are met.

The Agreement has been designed to ensure the mutual interests of HRM and the Acadia Band Council are capable of being met. The Band will receive the services it requires and the Municipality will recover the costs of its service delivery. Additionally, both governments will have an opportunity to ensure enforcement and compatibility with its policies and laws.

### **BUDGET IMPLICATIONS**

The property in question is currently assessed at \$191,000 and HRM receives approximately \$2,200 in property taxes currently. It is intended that the services delivered to the Reserve be priced on the same basis as services to residents in the vicinity of the reserve but will be paid by way of a grant-in-lieu of taxes. The grant-in-lieu shall be calculated based on the assessed value of the Reserve, multiplied by the municipal tax rate for the services provided, applicable area rates or local improvement charges. There should not be a significant difference between the revenue HRM collects under this agreement and what it would collect for similar services from a property in the vicinity. An invoice will be issued for services provided. The cost of the special assessment by Property Valuation Services Corporation or Federal Assessors will be recovered through the calculated "municipal rate" as part of the general administration costs, or will be billed directly to the band.

Unlike property taxes, these charges would not be lienable. The collection risk is offset by the provision in Article VII regarding payment for services which states that is any invoices for Tier II services are more than 45 days past due, the municipality may suspend or withdraw services.

## FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

## ALTERNATIVES

As an alternative to the recommended course of action, Regional Council could direct staff to request modifications to address any concerns relating to the service delivery model. Further, Council could direct staff to negotiate for greater influence over the enactment of compatible by-laws.

## ATTACHMENTS

Attachment 1: Service Agreement between the Acadia First Nation Band Council and Halifax  
Regional Municipality

Map 1: Lands of the Acadia First Nation Band

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> and then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Susan Corser, Team Lead, Community Relations & Cultural Affairs, 490-4468

Report Approved by: Original Signed  
Andrew Whittemore, Manager, Community Relations & Cultural Affairs, 490-1585

Report Approved by: Original Signed  
Paul Dunphy, Director, Community Development

Financial Approval by: Original Signed  
Cathie O'Toole, CGA, Director of Finance, 490-6308

**Attachment 1**

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2010.

**BETWEEN:**

**ACADIA FIRST NATION BAND**, an Indian Band within the meaning of the Indian Act, R.S.C. 1985, Chapter I-5,

(hereinafter referred to as the “Band”)

- and -

**HALIFAX REGIONAL MUNICIPALITY**, a municipal corporation pursuant to the provisions of the Municipal Government Act, Act, 1998, R.S.N.S., Chapter 18,

(hereinafter referred to an “HRM”)

**WHEREAS** the Band seeks to have certain lands situated within the corporate limits of HRM set aside as a reserve (hereinafter called the “Lands”) pursuant to the *Indian Act*;

**AND WHEREAS** the said Lands are located in Hammonds Plains and are more particularly described in Schedule “A” to this agreement;

**AND WHEREAS** the Band and HRM recognize the need to establish a formal agreement for the purpose of provision of services to the Lands and to enact, maintain and enforce by-laws and policies within each of their respective jurisdiction to ensure the continued harmonious relationship and prosperous development of their respective lands;

**AND WHEREAS**, it is the intention of the Band and HRM to enter into an agreement contemplated under the Additions to Reserve Policy of the Department of Indian Affairs and Northern Development (DIAND) for the provision of services, method of payment and the establishment of the inter-relationship between the parties in order to facilitate the designation of the Lands as a reserve within the meaning of the *Indian Act*;

**AND WHEREAS** the Band and HRM agree that HRM shall not in any way have any authority to impose any of its rules, policies, laws, by-laws, zoning regulations or other enactments in relation to the Lands once the Lands have been designated as a reserve within the meaning of the *Indian Act*;

**AND WHEREAS** HRM has agreed to the dedication and granting of the Lands to reserve status in accordance with this agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSTH** that the parties hereto mutually covenant and agree as follows:

#### **ARTICLE I - PURPOSE AND INTENTION**

1.01 The purpose of this agreement is as follows:

1. to clarify the nature and extent of each parties' jurisdiction over their respective lands;
2. to clarify the nature and extent of services that the Band wishes to obtain from HRM.

1.02 The parties agree that nothing in this agreement shall be construed to define, affect, diminish, derogate or prejudice any Aboriginal or Treaty rights or Aboriginal title rights of the Band and/or its members or the rights of any other Band or another Band's members. The preamble to this agreement shall form part of this agreement and shall guide the interpretation of this agreement.

#### **ARTICLE II - TERM**

2.01 This agreement shall come into force upon the date a Federal Order-In-Council is enacted proclaiming the Lands as a reserve within the meaning of the *Indian Act* and shall apply continuously from year to year until terminated in accordance with this agreement.

#### **ARTICLE III - LAND USE**

3.01 The Band and HRM acknowledge the existing physical development patterns and future development objectives of HRM as adopted from time to time as the Municipal Planning Strategy and wish to work cooperatively to assist one another in formulating strategies to promote the effective utilization of their respective lands.

3.02 For greater certainty, HRM agrees that by the Band acknowledging HRM's Municipal Development Plan the Band is not in any way required to comply with the Municipal Development Plan or any other enactments of HRM, including but not limited to any laws, by-laws, regulations, policies or zoning requirements.

3.03 Notwithstanding Section 3.02, the Band agrees that any development of the Lands which may impact HRM's utility systems or municipal services shall be brought to

the attention of HRM for discussion in accordance with this agreement. In so doing, HRM agrees that it shall have no authority or ability to prevent any such development.

#### **ARTICLE IV - JURISDICTION**

- 4.01 HRM agrees and acknowledges that the Band has sole jurisdiction over the Lands and that the Band has the authority to enact any by-laws in respect of the Lands pursuant to the *Indian Act*.
- 4.02 The Band agrees that all by-laws which it enacts will be enacted, enforced and prosecuted in accordance with all applicable laws in force and effect from time to time.
- 4.03 HRM and the Band agree to give favourable consideration to existing HRM and Band By-laws when formulating and enacting their respective bylaws and will strive to achieve compatibility between their respective by-laws.

#### **ARTICLE V - SERVICES**

- 5.01 Subject to Clause 5.02 the Band will require the following services respecting the Lands:
- (a) Tier I: Fire  
Library  
Recreation  
Transit  
Police Services
  - (b) Tier II: Snow Ploughing  
Street Maintenance & Repair  
Street Lighting  
Residential Solid Waste Collection  
Street Cleaning
- 5.02 The Band and HRM agree that Tier I services shall be mandatory. The Band and HRM further agree that Tier II services are optional. With respect to termination of Tier II services the Band may terminate such services in accordance with the following procedure:
- (a) the Band shall provide HRM with not less than three months written notice of termination of any Tier II services being provided by HRM; and

- (b) provided the Band is not in arrears of any amounts owing for the service being terminated, within two weeks of the receipt of the notice HRM shall meet with the Band to confirm the date upon which services shall cease.
- 5.03 The Band and HRM agree that Education and Supplementary Education services shall be included as a Tier I service under Clause 5.01(a) if HRM is required to pay for education services to the Lands.
- 5.04 HRM will utilize its departments and equipment for the purpose of providing the municipal services on the Lands and to this end will maintain its equipment in a state of service readiness at all times.
- 5.05 HRM shall not assign the rights hereby granted without the written consent of the Band, but nothing herein shall be taken to prohibit the right of the HRM to perform the works herein set forth by means of contract.
- 5.06 All services provided under this Agreement shall be provided to the same standard as are enjoyed by the residents of HRM on similar classes of streets and similar circumstances in the immediate vicinity of the Lands.
- 5.07 HRM shall maintain sufficient liability and property damage insurance during the term of this Agreement.
- 5.08 In the event that the services are disrupted for reasons other than suspension or withdrawal pursuant to Clause 7.03, HRM shall have no greater liability for such disruption than it had to the owners and occupants of other lands within the municipality. All defenses, statutory or otherwise, available to HRM against residents of HRM shall be available against the Band or occupants of the Lands. HRM has no liability for suspension or withdrawal or services pursuant to Clause 7.03.
- 5.09 HRM shall remain solely responsible for the pay, supervision, discipline, unemployment insurance, hospital insurance, Canada Pension Plan, Income Tax deductions, leave, and uniforms of its employees and for all matters relating to the relationship between an employer and its employees while these employees are rendering the services covered by the Agreement.
- 5.10 HRM or its contractors shall not maintain roads, sewers and other infrastructure on the Lands or provide residential solid waste collection services unless and until the Band, at its own expense, has upgraded and maintained the infrastructure to the public road standards of HRM which exist in the immediate vicinity of the Lands.



In the event that such services are not to be provided by HRM, HRM agrees that the amount of Grant in Lieu of Taxes shall be reduced accordingly.

#### **ARTICLE VI - CONSIDERATION FOR SERVICES**

- 6.01 HRM acknowledges and agrees that the Band shall not in any manner whatsoever be required to pay taxes in return for the services being provided by HRM. HRM further agrees that it has no jurisdiction to levy or impose any taxes on the lands once the Lands are set aside as a reserve within the meaning of the *Indian Act*.
- 6.02 In consideration for any services provided by HRM in relation to the Lands, the Band agrees to pay to HRM a grant in lieu of taxes. The calculation of the Grant in Lieu shall follow the following procedure:
- (a) an assessor from the Property Valuation Services Corporation of Federal Assessors ~~federal or provincial government~~ shall conduct an assessment of the Lands in accordance with Clause 7.05; and
  - (b) the assessed value of the Lands, as determined by an assessor from the Property Valuation Services Corporation ~~federal or provincial government~~ shall be multiplied by the municipal rates attributable to those services under the HRM tax structure acquired pursuant to Clause 5.01, and if acquired, services pursuant to Clauses 5.02, 5.03 and 5.04, as approved by HRM on an annual basis.
- 6.03 Notwithstanding any other provision of this agreement, it is understood and agreed that the annual amounts paid by the Band under Clauses 6.02 for the services required under Clauses 5.01, 5.02 and/or 5.03 shall not cover those services which are normally provided by HRM in consideration for a direct charge or user fee payable by the party to whom such services are provided. The charges for these services shall be paid by the Band or the occupants of the Lands to whom the service is supplied, in the same manner as any other party to whom such services are provided. Such payment shall include, if required by law, any tax imposed by the Federal or Provincial legislation in relation to the provision of such services.

#### **ARTICLE VII - PAYMENT FOR SERVICES**

- 7.01 Subject to this agreement HRM shall invoice the Band for any services for which the grants in lieu of taxes are paid and which are being provided to the Lands at the same time that HRM sends out tax notices in each year. The invoice for the services is payable in full on the same date as the corresponding taxes would have been due and

shall bear interest at the same rate as is payable on taxes in arrears after the due date until paid. The Band shall have the right to prepay all or a part of the services and the same discount rate shall apply, if any, as is allowed by HRM on the prepayment of taxes.

- 7.02 All payments to HRM under this agreement shall be accepted by it as full compensation for everything furnished and done by HRM under this agreement.
- 7.03 If any invoice for Tier II services has not been paid within 45 days following the due date, HRM may, upon 15 days' notice, suspend or withdraw any or all of the services which it provides to the Lands and/or occupants of the lands until the invoice plus interest and penalties have been paid in full. HRM's right to suspend or withdraw services shall be without prejudice to any other remedy which may be available to HRM.
- 7.04 The Band shall have reasonable access to all records, documents, books and accounts of HRM relating to the operation and supply of the said services and is entitled to require from HRM such information and explanation as the Band deems necessary.
- 7.05 The Band and HRM agree that the Lands will be assessed in accordance with the assessment methodology under the Nova Scotia *Assessment Act*. The assessments conducted thereunder shall be carried out by assessors from the Department of Indian and Northern Affairs, some other Federal Department, or an assessor from the Property Valuation Services Corporation ~~Province of Nova Scotia~~ as agreed to by the Band.

#### **ARTICLE VIII - FIRE PROTECTION**

- 8.01 With respect to Clause 5.01(a), the Halifax Regional Fire and Emergency Services will provide all Fire services, outlined in Schedule "B", that it provides to properties in the vicinity of the Lands, and to the same level and standard.
- 8.02 In order to prevent fires, preserve human life and avoid unwarranted property loss as a result of fire, the Band agrees to adhere to the provisions of the *National Building Code of Canada*, *National Fire Code of Canada*, *Nova Scotia Fire Safety Act and Regulations* and HRM's By-law F-100 *Respecting Fire Prevention*, HRM's By-law O-101 *Respecting Open Air Burning* and the provisions relative to fire prevention relative to fire prevention and safety (clauses 2, 3, 4, 5, 6, 7, 8, 13, 15, 18(1), 18(2), 18(4), 21(2)(d), 29, and 30) under HRM's By-law M-100 *Respecting Standards for Residential Occupancies*. The Band's adherence to the foregoing provisions shall always be subject to the Band's absolute right to use fire for ceremonial purposes. The Band agrees to provide HRM with 48 hours notice of any ceremonial fire. Any

- inspections required shall be carried out in accordance with the Memorandum of Understanding attached hereto as Schedule "C". Any penalties to be levied under the said codes and by laws are within the sole jurisdiction of the Government of Canada.
- 8.03 In order to ensure efficient access of heavy fire apparatus, the Band agrees to consult and maintain all streets and roads to at least the minimum HRM standard that applies to other lands within the immediate vicinity of the Lands.

**ARTICLE IX - JOINT ADVISORY COMMITTEE**

- 9.01 The Band and HRM agree and acknowledge that in order to successfully fulfil the purpose and intent of this agreement, it is essential that they work together in good faith and that they maintain an open and on-going dialogue with respect to this agreement and on any matters not contemplated by this agreement that may impact on the continuing harmonious interface of the two jurisdictions. In this regard the Band and HRM agree that a Joint Advisory Committee be established with a view to ensuring the harmonious operation of this agreement and the orderly compatible development of their respective lands to ensure peaceful and cooperative relationships between their communities.
- 9.02 The Joint Advisory Committee shall be comprised of the following:
- (a) Two (2) representatives from the Band, who shall be appointed by the Chief and Council of the Band; and
  - (b) Two (2) representatives from HRM, who shall be appointed by HRM Regional Council.
- 9.03 The Joint Advisory Committee shall consider the following issues:
- (a) provision and termination of municipal services;
  - (b) development that may impact upon the municipal services of HRM;
  - (c) compatibility of by-laws;
  - (d) processes for involving the public in the preparation of by-laws by the Band for governing the use of land on the Reserve;
  - (e) assessed value and fees for service;
  - (f) any other matters that are mutually agreed upon by HRM and the Band.
- 9.04 Meetings of the Joint Advisory Committee may be called by either party providing written notice to the other party of its request for a meeting of the Joint Advisory Committee. The notice shall state the agenda items to be discussed as well as the place for the meeting.

- 9.05 Meetings of the Joint Advisory Committee shall be held within three (3) weeks of the notice of request for a meeting and shall be held at alternating sites: the meetings shall alternate between venues at HRM or Acadia First Nation - Hammonds Plains.

**ARTICLE X - DISPUTE RESOLUTION**

- 10.01 The Band and HRM agree that if any dispute arises as to this agreement or any issues flowing from this agreement that the Joint Advisory Committee cannot resolve, the parties shall mutually agree to refer the matter to mediation by a mutually agreed upon mediator. The parties agree that they shall bear their own costs of mediation and shall share equally in the expenses of the mediator.

**ARTICLE XI - NOTICE**

- 11.01 Any notice given or required to be given under this agreement by any party to the other shall be in writing and shall be delivered personally, by registered mail or by fax to each party at the following addresses:

**The Band:**                      **Acadia First Nation Band**  
10526 Highway 3  
Yarmouth Reserve, Yarmouth, Nova Scotia  
B5A 4A8  
Fax: (902) 742-8854  
Attention: Chief and Council

**HRM:**                              **Halifax Regional Municipality**  
P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5  
Fax: (902) 490-4010  
Attention: Mayor

**ARTICLE XII - TERMINATION**

- 12.02 This agreement may be terminated by either of the parties hereto at any time by giving not less than ninety (90) days' notice in writing.

**ARTICLE XIII - GENERAL**

- 13.01 Representatives of the parties hereto, upon the request of any one of them, shall meet to review its operation.

- 13.02 HRM will, at any time, indemnify and hold harmless the Band against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted, in any manner based upon, occasioned by or attributable to anything done or omitted to be done by HRM in the performance of its obligations under this Agreement. Such indemnification, however, shall not be taken to be a voluntary assumption of liability with respect to any such claims, demands, loss, costs, damages, actions, suits or other proceedings. Any right of action, defense, set-off, counterclaim or cross claim available to HRM in respect to any such claims, demands, loss, costs, damages, actions, suits or other proceedings shall not be thereby prejudiced.
- 13.03 Where any party to this agreement fails to perform or observe any term condition or covenant contained herein, or security given hereunder, or fails to conduct the activities in a proper and businesslike manner, then they shall be deemed to be in non-compliance hereunder and the agreement may be terminated forthwith. Any right of action available to the Band or HRM against the Band or HRM in respect of any breach of a covenant herein contained shall not be thereby prejudiced.
- 13.04 All or any revisions or amendments to this Agreement must be made in writing and with the written approval of the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the date(s) indicated herein.

**ACADIA FIRST NATION BAND**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

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Councillor

**HALIFAX REGIONAL  
MUNICIPALITY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

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

**Schedule "A"**

ALL THOSE LANDS identified by Nova Scotia Property Identification Number 421255, and set out in a survey prepared by Jeff Fee, N.S.L.S., C.L.S. and dated October 19, 2007; which survey identifies the lands as Lot C-1: Lands of the Chief and Council of the Acadia First Nation in trust for the use of benefit of the Acadia First Nation.

**Schedule “B”**

The following is a list of services provided by the Halifax Regional Fire & Emergency Service as of the date of the signing of this Agreement;

- a) Fire & Emergency Response including the emergency response organization;
- b) Medical Response (First Responder Level);
- c) Vehicle Rescue
- d) Water/Ice Rescue
- e) Structural/Confined Space Rescue
- f) High Angle Rescue
- g) Hazardous Materials
- f) Search & Rescue
- h) Fire Inspections
- I) Fire Investigations
- j) Fire & Public Safety Education

The above-noted list of services may be subject to change from time to time.



Schedule "C"

**Memorandum of Understanding Respecting Joint Inspections**

BETWEEN:

ACADIA FIRST NATION BAND, an Indian Band within the meaning of the *Indian Act*,  
R.S.C. 1985, Chapter I-5,

(hereinafter referred to as the "Band")

- and -

HALIFAX REGIONAL MUNICIPALITY, a municipal corporation pursuant to the  
provisions of the Municipal Government Act, Act, 1998, R.S.N.S., Chapter 18,

(hereinafter referred to as "HRM")

WHEREAS the parties hereto, having agreed to explore opportunities for the creation of a joint inspection program in support of their shared building and fire safety legislation<sup>1</sup>, have met and settled upon an inspection program which is mutually agreeable, and in which they can share their inspection resources;

AND WHEREAS the parties agreed upon a program involving inspection protocols respecting three general activities: single dwelling unit construction, all other building construction and ceremonial burning;

AND WHEREAS the parties intend by this Memorandum of Understanding to incorporate this agreed upon joint inspection program into the Municipal Services Agreement which the parties have also negotiated to a successful conclusion;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

**Single Dwelling Units**

The Canada Mortgage and Housing Corporation ("CMHC"), or its successors, will have the

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<sup>1</sup> National Building Code of Canada; National Fire Code of Canada; *Building Code Act*, R.S.N.S., 1989, C. 46, and its regulations; *Fire Safety Act*, Chapter 6 of the Acts of 2002, and its regulations; and Halifax Regional Municipality By-Laws F-100, O-101, B-201, and M-100 [clauses 2-8, 13, 15, 18(1), 18(2), 18(4), 21(2)(d), 29, and 300]

authority and responsibility for design review and inspection during, and to the completion of, construction of single dwelling units. CMHC will have the further responsibility and authority to issue certificates of compliance, when appropriate, verifying that single dwelling unit developments comply with relevant national, and provincial regulations.

**All Other Buildings**

HRM and Human Resources and Development Canada (HRDC) will have the authority and responsibility for design review and inspection during, and to the completion of, construction of all developments other than single dwelling units. Their respective responsibilities and authority are set out below.

HRDC will provide fire protection engineering and inspection services only with respect to major public buildings owned and operated by the Band. The parties agree that “major public buildings” include, but may not be limited to, the following facilities, if owned and operated by the Band:

- ▶ arenas;
- ▶ band offices;
- ▶ community and cultural services offices;
- ▶ day care centres;
- ▶ fire halls;
- ▶ indoor swimming pools;
- ▶ recreation halls;
- ▶ schools;
- ▶ student residences;
- ▶ teacherages;
- ▶ youth or senior citizens centres.

Fire protection engineering and inspection services shall include review for compliance of building plans, specifications and shop drawings.

Fire inspection services shall include on-site inspections to verify compliance with the National Building Code of Canada and the National Fire Code of Canada. Fire inspection services are understood by the parties to include periodic site inspections of existing buildings to verify that the construction, maintenance and operation of the said buildings meet the above Codes.

HRM Development Services will have responsibility and authority to provide review and inspection services with respect to the construction of major public buildings owned and operated by the Band to verify compliance with the Nova Scotia *Building Code Act*, Regulations and Building Code and HRM By-Law B-201 respecting the Building Code.

HRM Fire and Emergency Services will have responsibility and authority to provide inspection services with respect to the on-going maintenance of major public buildings owned and operated by the Band to verify compliance with the Nova Scotia *Fire Safety Act* and Regulations .

HRM Development Services will have the responsibility and authority to provide review and inspection services for fire and building safety for all buildings and structures for which such review and inspection services are not already provided to be supplied by CMHC or HRDC. This review and inspection function shall be to ensure compliance with the National Building Code of Canada, the National Fire Code of Canada, the Nova Scotia *Building Code Act* and Regulations and HRM By-Law B-201.

HRM Fire and Emergency Services and The Band Council shall have joint and several responsibility and authority to provide inspection services, to the extent as agreed to by the Band, to ensure compliance with fire safety regulations contained in HRM By-Law M-100 (see note 1).

The parties agree to create a Joint Inspection Committee which shall consist of one representative each from the HRM, HRDC, and the Band. This committee shall have the responsibility and authority to discuss and attempt to resolve a common position upon any issues that arise from time to time with respect to the matters dealt with under this Memorandum of Understanding.

### **Ceremonial Fire**

The parties have agreed that the HRM' s open-air burning by-laws exempt fires used for ceremonial purposes. The parties have further agreed that it is prudent for the Band to notify HRM of any planned instances of ceremonial burning. Such notice will alert the local fire stations that a ceremonial burning is to take place; and will permit the local fire stations to ensure that the fire is taking place under safe conditions, and to ensure that no unnecessary fire alert will be initiated as a result of a ceremonial burning.

The Band has accordingly agreed to give to HRM Fire Services (Dispatch Non Emergency at 490-5020) at least forty-eight (48) hours notice, whenever possible, of a planned ceremonial burning to take place within the jurisdiction of the main Service Agreement.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the date(s) indicated herein.

**ACADIA FIRST NATION BAND**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

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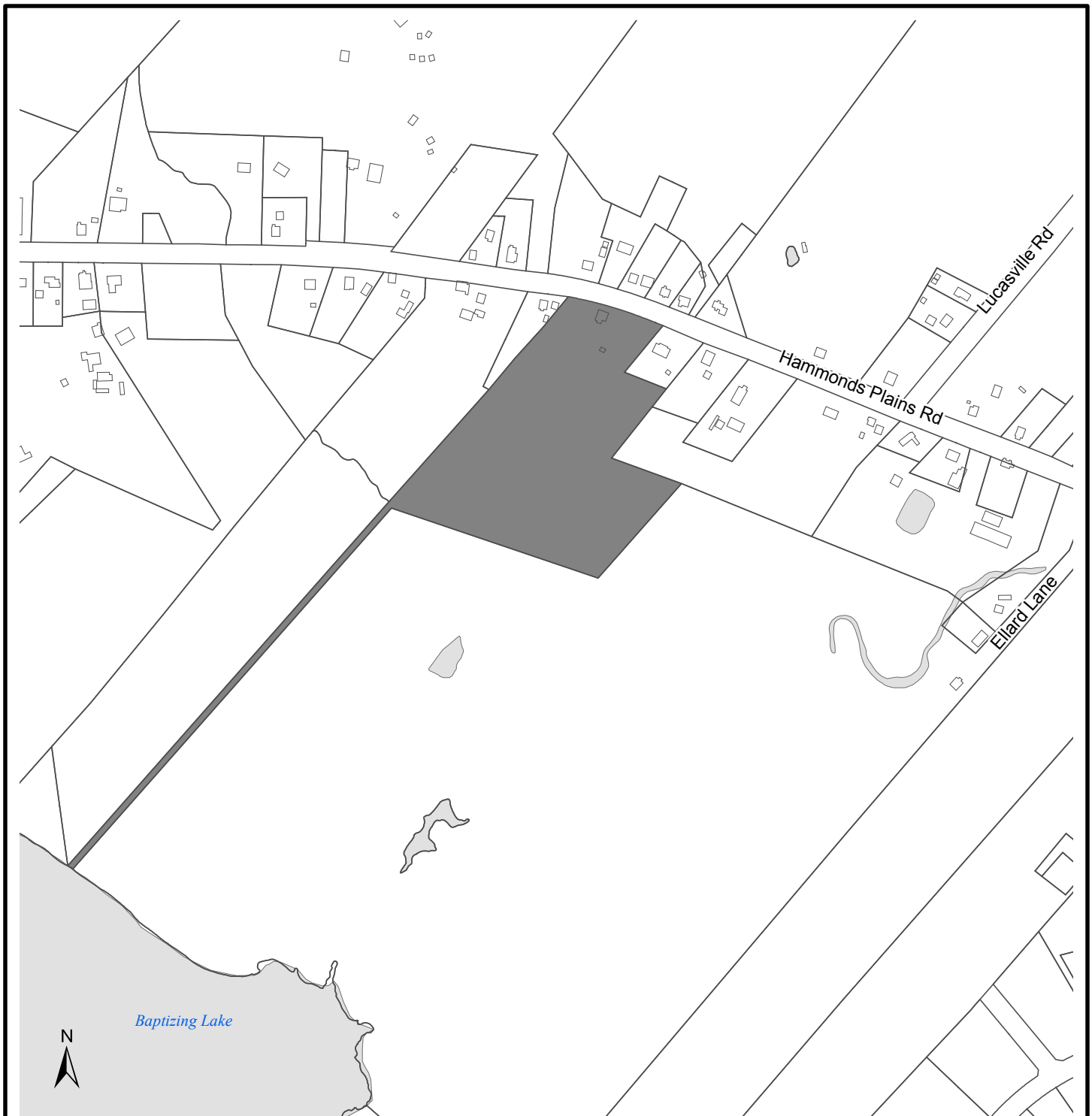
\_\_\_\_\_  
Councillor

**HALIFAX REGIONAL  
MUNICIPALITY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor


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



## Attachment A

### Lands of the Acadia First Nation Band

1704 Hammonds Plains Road

 Subject Property

Beaver Bank, Hammonds Plains  
and Upper Sackville Plan Area

**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT  
PLANNING SERVICES

0 125 250 500 750 Feet



This map is an unofficial reproduction  
of a portion of the Beaver Bank, Hammonds  
Plains and Upper Sackville Plan Area.

HRM does not guarantee the accuracy  
of any representation on this plan.

November 12, 2009