



Notice of Meeting and Meeting Agenda Regional Water Supply Commission

Wednesday, July 15, 2026

1:30 PM

Electronic

Electronic Meeting

ELECTRONIC MEETING

[26-0840](#) Electronic Meeting Notice

In accordance with Capital Regional District Board Procedures Bylaw No. 3828, the meeting will take place electronically with commission members participating on Microsoft Teams. Members of the public may attend the meeting by connecting to the meeting by phone (1-877-567-6843 ID: 852 425 497#), electronically (MS Teams link below) or in person at the public viewing room (Capital Regional District, 625 Fisgard Street, Room 129).

Attachments: [MS Teams Link](#)

G. Baird (Chair), M. Wagner (Vice Chair), J. Caradonna, N. Chambers, C. Coleman, Z. de Vries, S. Duncan, C. Graham, S. Gray, C. Green, K. Guiry, S. Hammond, K. Harper, K. Jordison, S. Kim, T. Morrison, K. Pearson, T. Phelps Bondaroff, J. Rogers, C. Stock, M. Westhaver, A. Wickheim

The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

1. TERRITORIAL ACKNOWLEDGEMENT

2. APPROVAL OF THE AGENDA

3. ADOPTION OF MINUTES

3.1. [26-0829](#) Minutes of the Regional Water Supply Commission Meeting of June 17, 2026

Recommendation: That the minutes of the Regional Water Supply Commission meeting of June 17, 2026 be adopted as circulated.

Attachments: [Minutes: June 17, 2026](#)

4. CHAIR'S REMARKS

5. PRESENTATIONS/DELEGATIONS

The public are welcome to attend CRD meetings in-person.

Delegations will have the option to participate electronically. Please complete the online application at www.crd.ca/address no later than 4:30 pm two days before the meeting and staff will respond with details.

Alternatively, you may email your comments on an agenda item to the Commission at legserv@crd.bc.ca.

6. CONSENT AGENDA

6.1. [26-0824](#) Water Watch Report - July 2026

Recommendation: There is no recommendation. This report is for information only.

Attachments: [Water Watch Report - July 6, 2026](#)

6.2. [26-0706](#) Monthly Drinking Water Quality Dashboard - June 2026

Recommendation: There is no recommendation. This report is for information only.

Attachments: [Monthly Drinking Water Quality Dashboard - June 2026](#)

7. ADMINISTRATION REPORTS

7.1. [26-0828](#) General Manager's Verbal Update - July 2026

Recommendation: There is no recommendation. This verbal update is for information only.

7.2. [26-0793](#) Designation of Watershed Security Officers

Recommendation: The Regional Water Supply Commission recommends that the Capital Regional District Board:

Appoint Hugh Slater as Watershed Security Officer, and remove Derek Hall from appointment, for the purpose of Section 233 of the Local Government Act and Section 28(3) of the Offence Act, and in accordance with Capital Regional District Bylaw No. 2681.
(NWA)

Attachments: [Staff Report: Designation of Watershed Security Officers](#)

7.3. [26-0794](#) Environmental Monitoring Access Agreement - WSANEC Leadership Council Society

Recommendation: 1. That access to the Greater Victoria Water Supply Area for the WSANEC Leadership Council Society be approved; and
2. That the General Manager Infrastructure & Water Services be authorized to finalize, and the Regional Water Supply Commission Chair be authorized to execute, the Environmental Monitoring Access Agreement with the WSANEC Leadership Council Society, attached as Appendix A.
(WP - All)

Attachments: [Staff Report: Environmental Monitoring Access Agreement - WLCS](#)
[Appendix A: Environmental Monitoring Access Agreement](#)

8. NOTICE(S) OF MOTION

9. NEW BUSINESS

10. ADJOURNMENT

Voting Key:

NWA - Non-weighted vote of all Directors

NWP - Non-weighted vote of participants (as listed)

WA - Weighted vote of all Directors

WP - Weighted vote of participants (as listed)

Connect to the meeting electronically:

Join: <https://teams.microsoft.com/meet/267122759859438?p=a7fmANUPufD9zFQEIC>

Meeting ID: 267 122 759 859 438

Passcode: xC3ch67U

Connect to the meeting by phone:

[+1 778-402-9211,,852425497#](tel:+17784029211852425497) Canada, Victoria

[\(877\) 567-6843,,852425497#](tel:8775676843852425497) Canada (Toll-free)

[Find a local number](#)

Phone conference ID: 852 425 497#

Attend the public viewing room:

Capital Regional District, 625 Fisgard Street, Room 129

Meeting Minutes

Regional Water Supply Commission

Wednesday, June 17, 2026

1:30 PM

6th Floor Boardroom
625 Fisgard St.
Victoria, BC V8W 1R7

PRESENT

G. Baird (Chair), M. Wagner (Vice Chair), J. Caradonna, C. Coleman, Z. de Vries, S. Duncan (EP), C. Graham (EP), S. Gray, C. Green, K. Guiry (EP), S. Hammond (EP), K. Harper, K. Jordison (EP), T. Morrison (EP), K. Pearson (EP), C. Plant (for M. Westhaver) (EP), T. Phelps Bondaroff (EP), J. Rogers, C. Stock, D. Thompson (for S. Kim) (EP)

STAFF: M. Alsdorf, Acting General Manager, Parks, Recreation and Environmental Services; A. Fraser, General Manager, Infrastructure and Water Services; A. Constabel, Senior Manager, Watershed Protection; G. Harris, Senior Manager, Environmental Protection; S. Irg, Senior Manager, Water Infrastructure Operations; J. Kelly, Senior Manager, Regional Water Strategic Program Delivery; J. Marr, Senior Manager, Infrastructure Planning and Engineering; S. Mason, Manager, Water Supply Engineering and Planning; P. Stephens, Project Engineer, Infrastructure Planning and Engineering; M. Lagoa, Senior Manager, Legislative Services (EP); M. Mikle, Deputy Corporate Officer/Manager, Legislative Services; J. Ives, Committee Clerk (recorder)

EP - Electronic Participation

Regrets: Commissioners Chambers, Kim, Westhaver, Wickheim

Guests: Jude Grounds and Stephen Horsman, Carollo Engineers Canada

The meeting was called to order at 1:30 pm.

1. TERRITORIAL ACKNOWLEDGEMENT

Chair Baird provided a Territorial Acknowledgement.

2. APPROVAL OF THE AGENDA

MOVED by Commissioner Stock, **SECONDED** by Commissioner Harper,
That the agenda for the Regional Water Supply Commission meeting of June 17,
2026 be approved.
CARRIED

3. ADOPTION OF MINUTES

- 3.1. [26-0727](#) Minutes of the Regional Water Supply Commission Meeting of May 20, 2026

MOVED by Commissioner Green, **SECONDED** by Vice Chair Wagner,
That the minutes of the Regional Water Supply Commission meeting of May 20, 2026 be adopted as circulated.
CARRIED

4. CHAIR'S REMARKS

Chair Baird remarked that the Master Plan Implementation Plan is a large and complex report. Owing to the potential breadth of the discussion on this item, he reminded Commission members to remain closely focused on the business of the day.

5. PRESENTATIONS/DELEGATIONS

There were no presentations.

6. CONSENT AGENDA

MOVED By Commissioner Rogers, **SECONDED** by Commissioner Stock,
That consent agenda Items 6.1. to 6.3. be approved.
CARRIED

- 6.1. [26-0726](#) Summary of Recommendations from Other Water Commissions

This report was received for information.

- 6.2. [26-0715](#) Water Watch Report - June 2026

This report was received for information.

- 6.3. [26-0732](#) Monthly Drinking Water Quality Dashboard - May 2026

This report was received for information.

7. COMMISSION BUSINESS

- 7.1. [26-0646](#) General Manager's Verbal Update - June 2026

A. Fraser spoke to Item 7.1. and informed the Commission that Sooke reservoir is currently at 90 per cent capacity, slightly below the five-year minimum but well within the criteria for maintaining Stage 1 restrictions.

7.2. [26-0689](#) Greater Victoria Drinking Water Quality - 2025 Annual Report

G. Harris presented Item 7.2.

Discussion ensued regarding the relationship with Island Health and the frequency and scope of meetings with staff.

**MOVED by Vice Chair Wagner, SECONDED by Commissioner Stock,
The Regional Water Supply Commission recommends to the Capital Regional
District Board:**

- 1. That the Greater Victoria Drinking Water Quality 2025 Annual Report be approved; and**
- 2. That the Greater Victoria Water Quality 2025 Annual Report be forwarded to Island Health Authority.**

CARRIED

7.3. [26-0730](#) Master Plan Program Implementation Plan

A. Fraser spoke to Item 7.3.

Discussion ensued regarding:

- maintaining the existing governance structure
- no changes in delegation of authority from the CRD Board to the Commission
- proactively seeking grants and engaging with the federal government
- refinement and spacing of project schedule with a focus on next five years
- First Nations engagement and consultation
- assessing the potential impacts of climate change of water systems and plans

**MOVED by Commissioner Harper, SECONDED by Commissioner Stock,
That the Regional Water Supply Commission direct staff to proceed with the
recommendations outlined in the Findings Report as the basis for the continued
advancement of the Master Plan Program.**

CARRIED

7.4. [26-0716](#) Regional Water Supply Service 2026 Mid-Year Capital Projects and Operations Update

A. Fraser presented Item 7.4. for information.

Discussion ensued regarding:

- corrosion protection program is ongoing, promoting longevity of infrastructure
- dam safety review expected in early 2027
- enhanced surveillance of watersheds during wildfire season

T. Morrison left the meeting at 2:35 pm.

8. NOTICE(S) OF MOTION

There were no notices of motion.

9. NEW BUSINESS

There was no new business.

10. ADJOURNMENT

MOVED by Commissioner Green, **SECONDED** by Commissioner Coleman,
That the Regional Water Supply Commission meeting of June 17, 2026 be
adjourned at 2:43 pm.
CARRIED

Chair

Recorder

CAPITAL REGIONAL DISTRICT - INFRASTRUCTURE & WATER SERVICES**Water Watch**

Issued July 06, 2026

Water Supply System Summary:**1. Useable Volume in Storage:**

Reservoir	June 30 5 Year Ave		June 30/25		July 5/26		% Existing Full Storage
	ML	MIG	ML	MIG	ML	MIG	
Sooke	82,518	18,154	79,837	17,564	77,593	17,070	83.7%
Goldstream	9,086	1,999	8,928	1,964	8,716	1,918	87.9%
Total	91,604	20,153	88,765	19,528	86,309	18,988	84.1%

2. Average Daily Demand:

For the month of June	197.4 MLD	43.4 MIGD
For week ending July 05, 2026	193.3 MLD	42.5 MIGD
Max. day June 2026, to date:	234.6 MLD	51.6 MIGD

3. Average 5 Year Daily Demand for June

Average (2021 - 2025)	184.1 MLD ¹	40.5 MIGD ²
	¹ MLD = Million Litres Per Day	² MIGD = Million Imperial Gallons Per Day

4. Rainfall June:

Average (1914 - 2025):	21.9 mm
Actual Rainfall to Date	23.7 mm (108% of monthly average)

5. Rainfall: Sep 1- Jul 5

Average (1914 - 2025):	1,586.1 mm
2025/2026	1,640.1 mm (103% of average)

6. Water Conservation Required Action:

Did you know that the 2024 change to the Water Conservation Bylaw recommends that landowners and residents switch timing of residential irrigation systems from 4:00 am to an expanded window anytime between 12:01 am to 10:00 am on established watering days? Please go to Water Conservation Bylaw Changes | Capital Regional District to get informed and do your part to help protect our regional water supply system.

<https://www.crd.ca/news/water-conservation-bylaw-changes>

For general information regarding water conservation, visit the CRD webpage linked below:
<https://www.crd.ca/environment/water-conservation>

If you require further information, please contact:

Alicia Fraser, P. Eng.
 General Manager, CRD - Infrastructure and Water Services
 or
 Glenn Harris, Ph D., RPBio
 Senior Manager - Environmental Protection

CRD Infrastructure & Water Services
 479 Island Highway
 Victoria, BC V9B 1H7
 (250) 474-9600

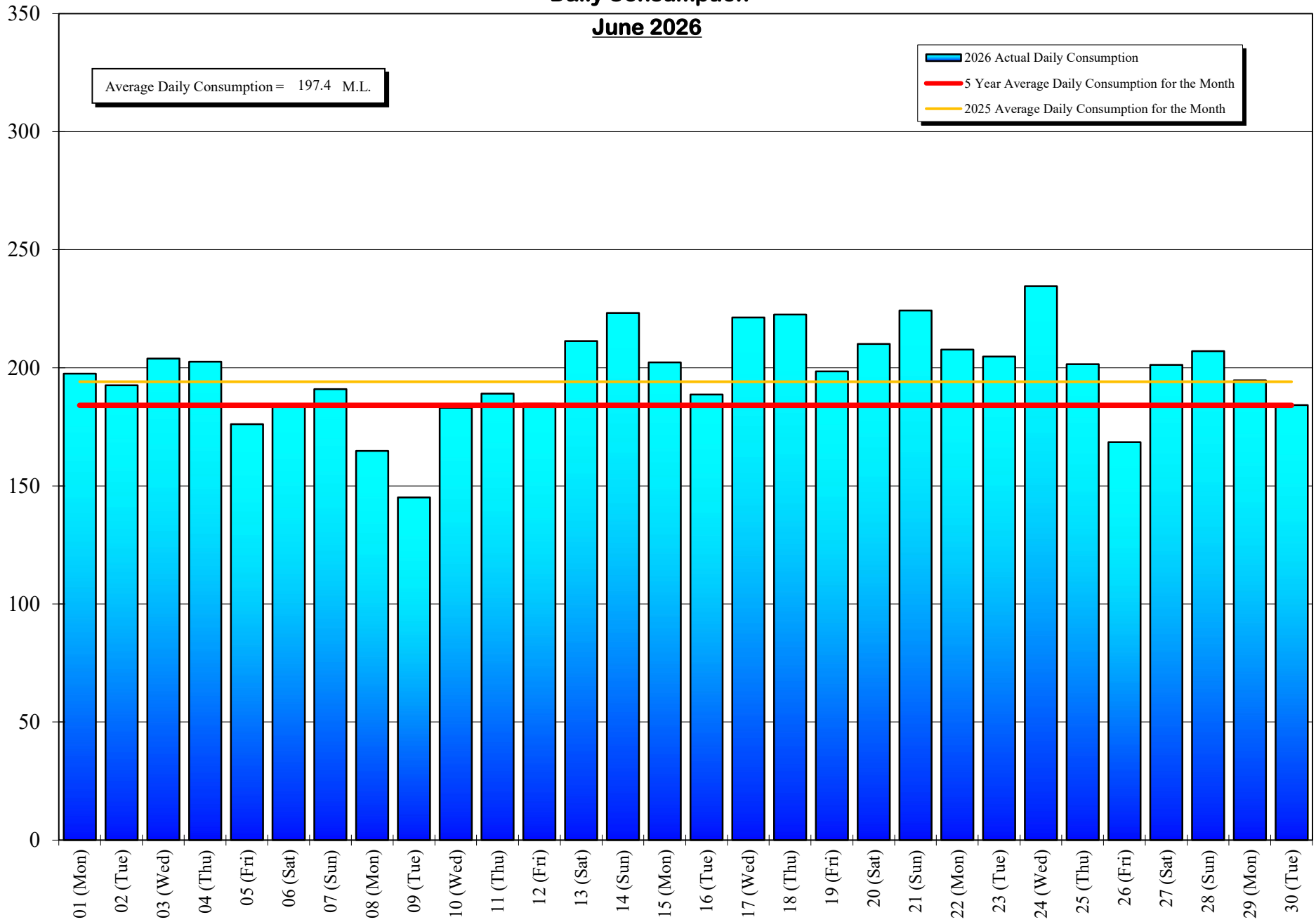
Daily Consumption

June 2026

Average Daily Consumption = 197.4 M.L.

2026 Actual Daily Consumption
5 Year Average Daily Consumption for the Month
2025 Average Daily Consumption for the Month

Consumption (Million Litres)



Day

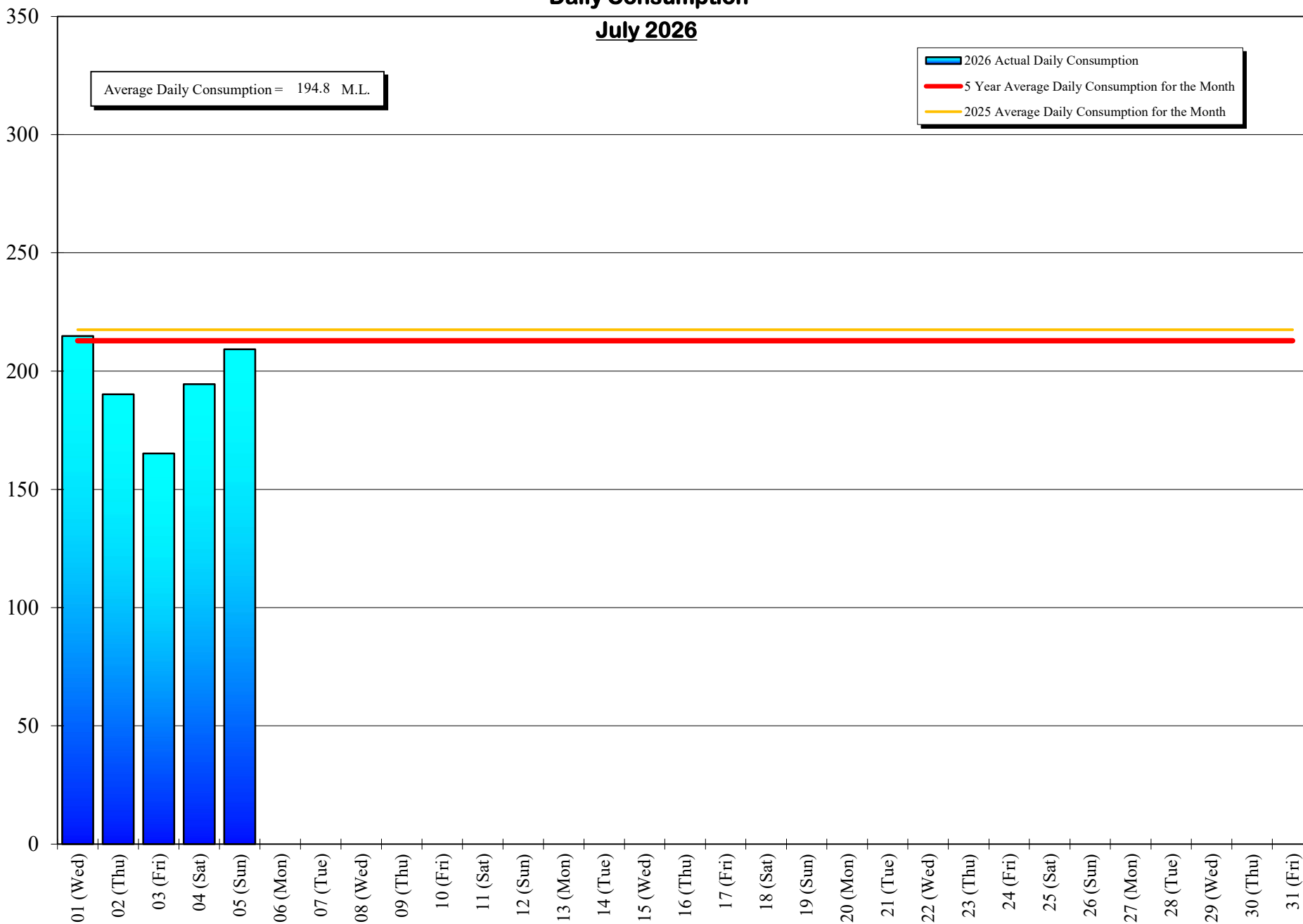
Daily Consumption

July 2026

Average Daily Consumption = 194.8 M.L.

2026 Actual Daily Consumption
5 Year Average Daily Consumption for the Month
2025 Average Daily Consumption for the Month

Consumption (Million Litres)



Day

Daily Consumptions: - June 2026

Date	Total Consumption		Air Temperature @ Japan Gulch		Weather Conditions	Precipitation @ Sooke Res.: 12:00am to 12:00am		
	(ML) ¹	(MIG) ²	High (°C)	Low (°C)		Rainfall (mm)	Snowfall ² (mm)	Total Precip.
01 (Mon)	197.5	43.4	26	8	Cloudy, P. Sunny	0.0	0.0	0.0
02 (Tue)	192.6	42.4	28	11	Sunny, P. Cloudy	0.0	0.0	0.0
03 (Wed)	203.9	44.9	22	12	Cloudy, Showers	0.0	0.0	0.0
04 (Thu)	202.6	44.6	18	11	P. Sunny	0.0	0.0	0.0
05 (Fri)	176.1	38.7	16	9	Cloudy, P. Sunny	0.2	0.0	0.2
06 (Sat)	184.6	40.6	14	7	Cloudy, P. Sunny, Showers	4.2	0.0	4.2
07 (Sun)	191.0	42.0	18	8	Cloudy, P. Sunny	0.0	0.0	0.0
08 (Mon)	164.8	36.2	13	10	P. Sunny, Showers	13.7	0.0	13.7
09 (Tue)	145.1	31.9	15	9	P. Sunny, Showers	1.9	0.0	1.9
10 (Wed)	183.1	40.3	19	7	Cloudy, P. Sunny	0.0	0.0	0.0
11 (Thu)	189.1	41.6	21	7	P. Sunny	0.0	0.0	0.0
12 (Fri)	184.8	40.7	24	9	P. Sunny	0.0	0.0	0.0
13 (Sat)	211.3	46.5	28	11	Sunny, P. Cloudy	0.0	0.0	0.0
14 (Sun)	223.2	49.1	32	13	Cloudy, P. Sunny	0.0	0.0	0.0
15 (Mon)	202.3	44.5	31	16	Cloudy, P. Sunny	0.0	0.0	0.0
16 (Tue)	188.7	41.5	22	12	Sunny, P. Cloudy	0.0	0.0	0.0
17 (Wed)	221.3	48.7	22	10	Sunny, P. Cloudy	0.0	0.0	0.0
18 (Thu)	222.6	49.0	26	11	Sunny	0.0	0.0	0.0
19 (Fri)	198.5	43.7	28	12	Sunny	0.0	0.0	0.0
20 (Sat)	210.1	46.2	23	11	Sunny	0.0	0.0	0.0
21 (Sun)	224.3	49.3	27	11	Sunny	0.0	0.0	0.0
22 (Mon)	207.7	45.7	30	13	Sunny	0.0	0.0	0.0
23 (Tue)	204.8	45.1	32	14	Cloudy, P. Sunny	0.0	0.0	0.0
24 (Wed)	234.6	51.6	30	14	Sunny, P. Cloudy	0.0	0.0	0.0
25 (Thu)	201.5	44.3	18	13	Cloudy, P. Sunny, Showers	1.2	0.0	1.2
26 (Fri)	168.5	37.1	16	11	Cloudy, P. Sunny, Showers	2.5	0.0	2.5
27 (Sat)	201.2	44.3	21	10	Sunny, P. Cloudy	0.0	0.0	0.0
28 (Sun)	207.1	45.6	20	10	Sunny, P. Cloudy	0.0	0.0	0.0
29 (Mon)	194.7	42.8	19	12	Cloudy, P. Sunny	0.0	0.0	0.0
30 (Tue)	184.2	40.5	20	12	Cloudy, P. Sunny	0.0	0.0	0.0
TOTAL	5921.8 ML	1302.73 MIG				23.7	0	23.7
MAX	234.6	51.61	32	16		13.7	0	13.7
AVG	197.4	43.42	22.5	10.8		0.8	0	0.8
MIN	145.1	31.92	13	7		0.0	0	0.0

1. ML = Million Litres

2. 10% of snow depth applied to rainfall figures for snow to water equivalent.

Average Rainfall for June (1914-2025)	21.9 mm
Actual Rainfall: June	23.7 mm
% of Average	108%
Average Rainfall (1914-2025): Sept 01 - Jul 05	1,586.1 mm
Actual Rainfall (2025/26): Sept 01 - Jul 05	1,640.1 mm
% of Average	103%

Number days with precip. 0.2 or more
6

Water spilled at Sooke Reservoir to date (since Sept. 1) =

4.26 Billion Imperial Gallons

19.40 Billion Litres

Daily Consumptions: - July 2026

Date	Total Consumption		Air Temperature @ Japan Gulch		Weather Conditions	Precipitation @ Sooke Res.: 12:00am to 12:00am		
	(ML) ¹	(MIG) ²	High (°C)	Low (°C)		Rainfall (mm)	Snowfall ² (mm)	Total Precip.
01 (Wed)	214.9 <=Max	47.3	20	12	Cloudy, P. Sunny	0.0	0.0	0.0
02 (Thu)	190.2	41.8	16	12	Cloudy, Showers	5.2	0.0	5.2
03 (Fri)	165.2 <=Min	36.3	20	12	Cloudy, P. Sunny	0.0	0.0	0.0
04 (Sat)	194.5	42.8	20	11	Sunny	0.0	0.0	0.0
05 (Sun)	209.2	46.0	24	10	Sunny, P. Cloudy	0.0	0.0	0.0
06 (Mon)								
07 (Tue)								
08 (Wed)								
09 (Thu)								
10 (Fri)								
11 (Sat)								
12 (Sun)								
13 (Mon)								
14 (Tue)								
15 (Wed)								
16 (Thu)								
17 (Fri)								
18 (Sat)								
19 (Sun)								
20 (Mon)								
21 (Tue)								
22 (Wed)								
23 (Thu)								
24 (Fri)								
25 (Sat)								
26 (Sun)								
27 (Mon)								
28 (Tue)								
29 (Wed)								
30 (Thu)								
31 (Fri)								
TOTAL	974.0 ML	214.3 MIG				5.2	0	5.2
MAX	214.9	47.29	24	12		5.2	0	5.2
AVG	194.8	42.86	20.0	11.1		1.0	0	1.0
MIN	165.2	36.34	16	10		0.0	0	0.0

1. ML = Million Litres

2. 10% of snow depth applied to rainfall figures for snow to water equivalent.

Average Rainfall for July (1914-2025)	21.9 mm
Actual Rainfall: July	5.2 mm
% of Average	24%
Average Rainfall (1914-2025): Sept 01 - Jul 05	1,586.1 mm
Actual Rainfall (2025/26): Sept 01 - Jul 05	1,640.1 mm
% of Average	103%

Number days with precip. 0.2 or more
1

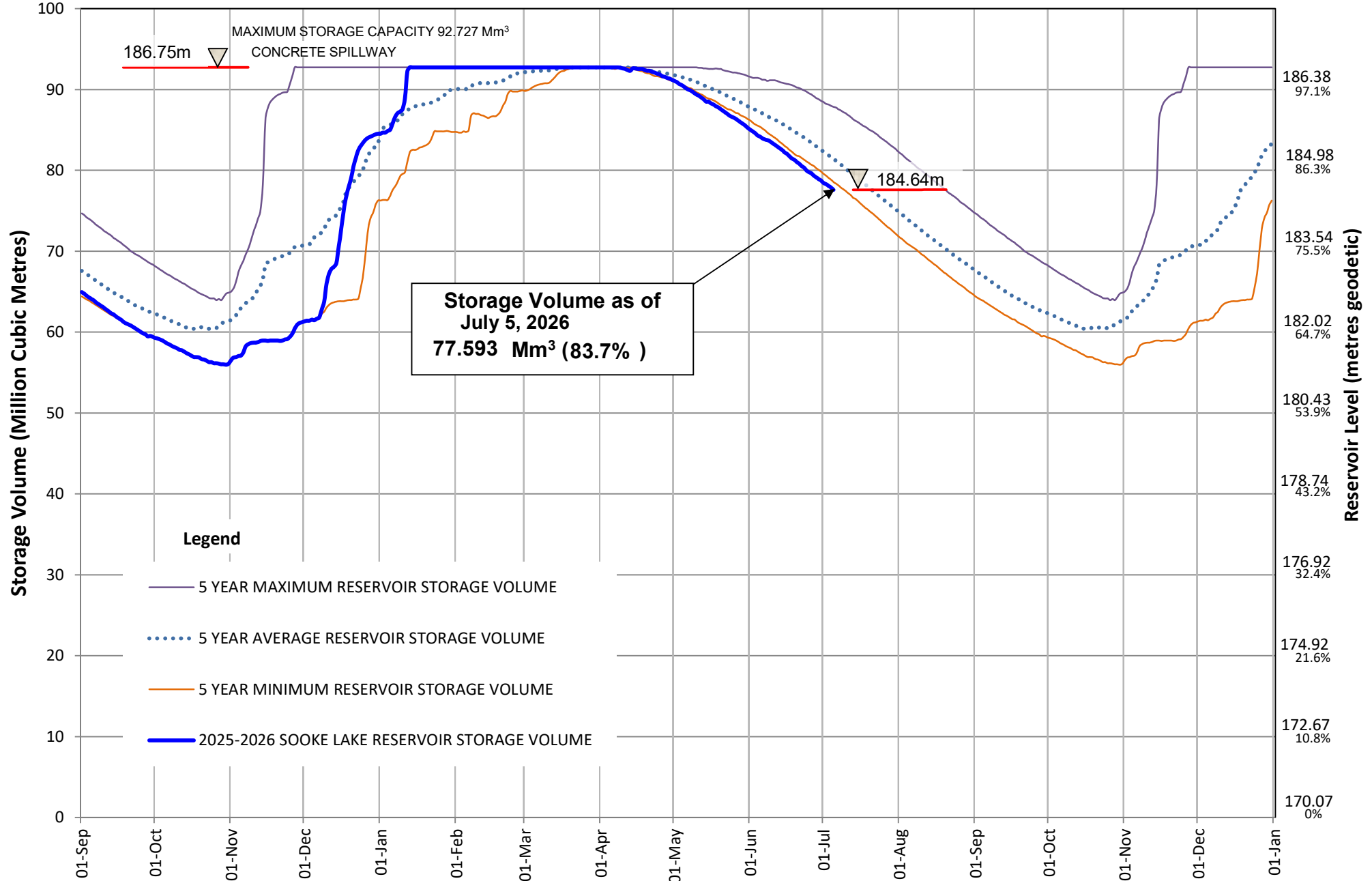
Water spilled at Sooke Reservoir to date (since Sept. 1) =

4.26 Billion Imperial Gallons

19.40 Billion Litres

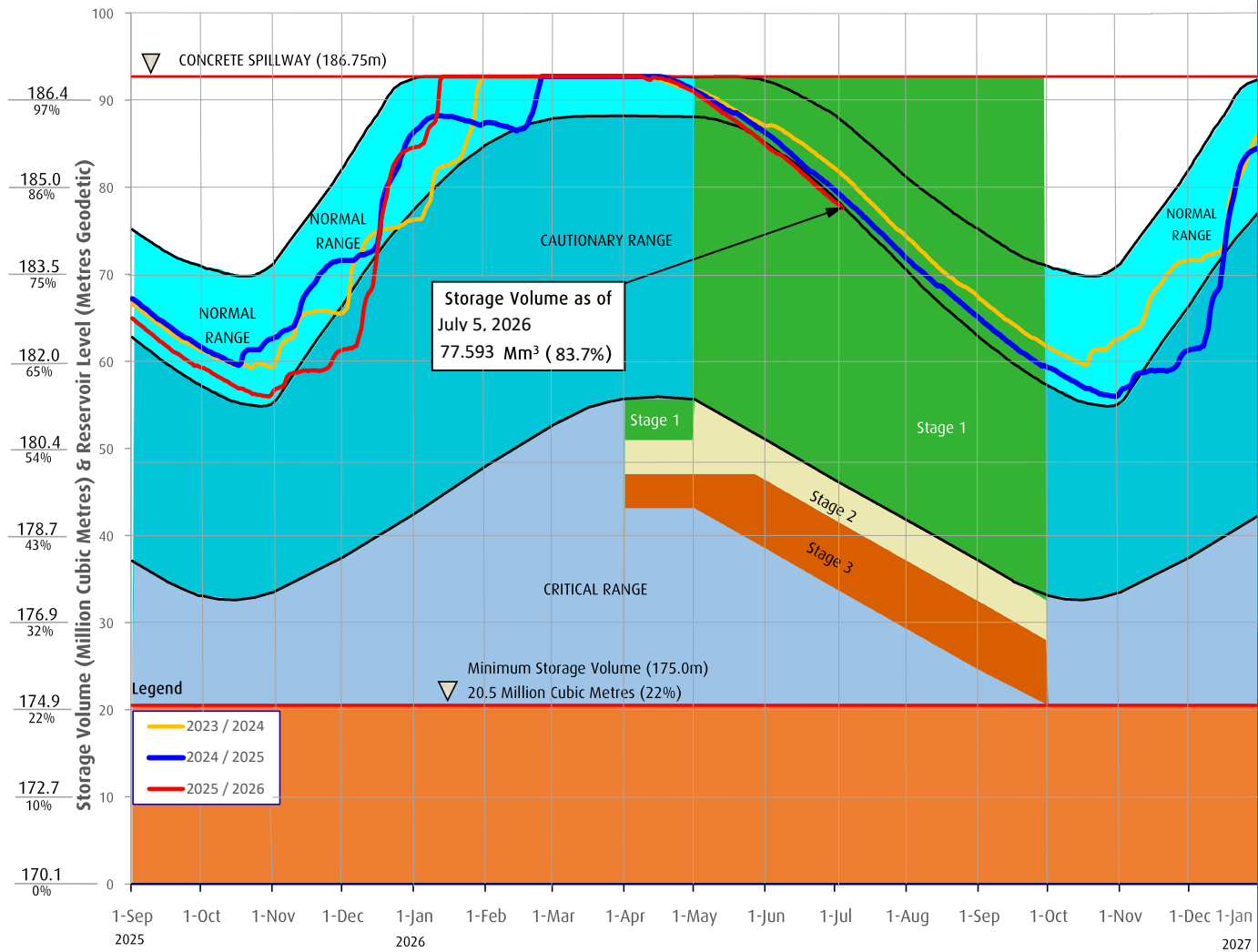
SOOKE LAKE RESERVOIR STORAGE SUMMARY

2025 / 2026



Sooke Lake Reservoir Storage Level

Water Supply Management Plan



FAQs

How are water restriction stages determined?

Several factors are considered when determining water use restriction stages, including,

1. Time of year and typical seasonal water demand trends;
2. Precipitation and temperature conditions and forecasts;
3. Storage levels and storage volumes of water reservoirs (Sooke Lake Reservoir and the Goldstream Reservoirs) and draw down rates;
4. Stream flows and inflows into Sooke Lake Reservoir;
5. Water usage, recent consumption and trends; and customer compliance with restriction;
6. Water supply system performance.

The Regional Water Supply Commission will consider the above factors in making a determination to implement stage 2 or 3 restrictions, under the Water Conservation Bylaw.

At any time of the year and regardless of the water use restriction storage, customers are encouraged to limit discretionary water use in order to maximize the amount of water in the Regional Water Supply System Reservoirs available for nondiscretionary potable water use.

Stage 1 is normally initiated every year from May 1 to September 30 to manage outdoor use during the summer months. During this time, lawn watering is permitted twice a week at different times for even and odd numbered addresses.

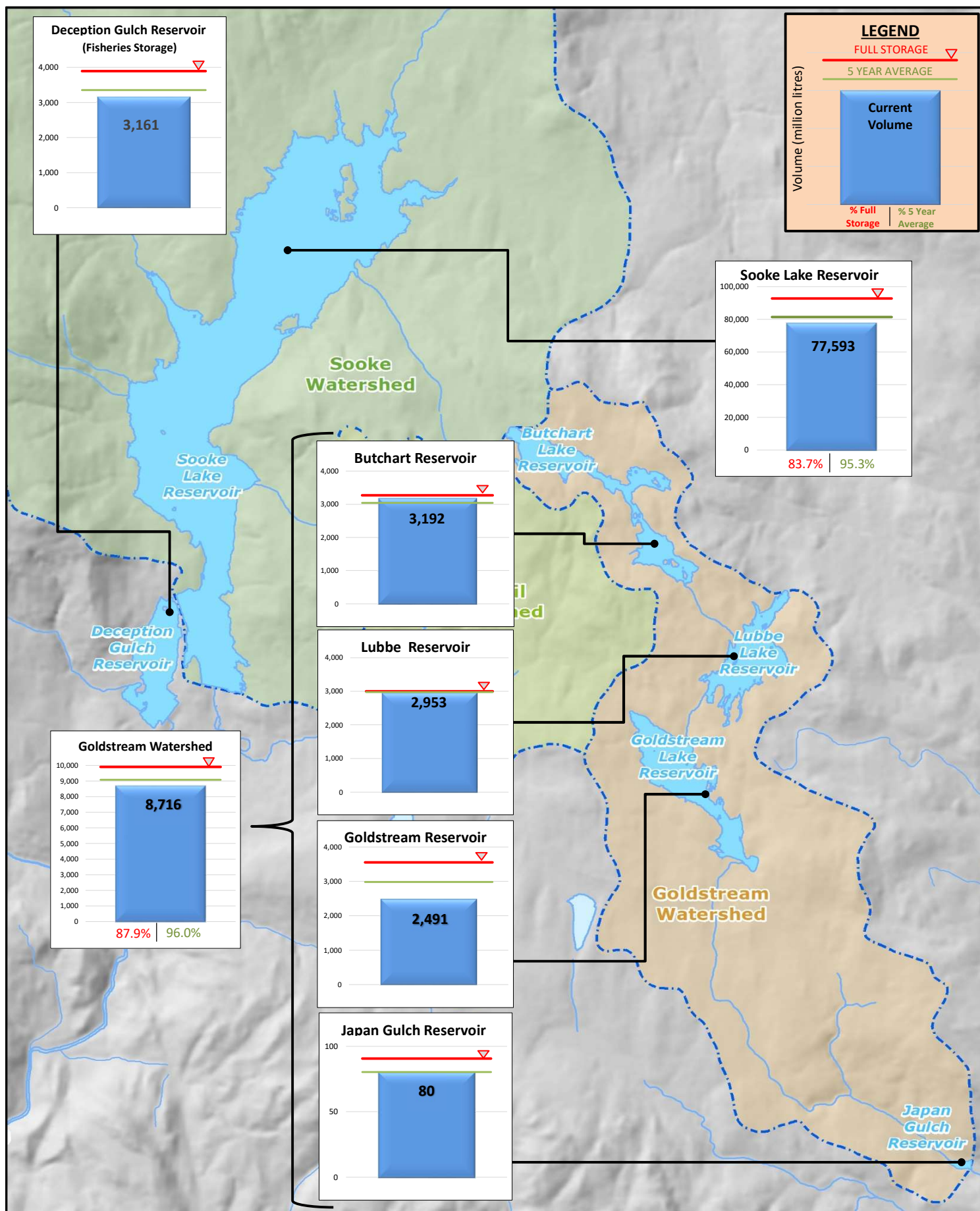
Stage 2 Is initiated when it is determined that there is an acute water supply shortage. During this time, lawn water is permitted once a week at different times for even and odd numbered addresses.

Stage 3 is initiated when it is determined that there is a severe water supply shortage. During this time, lawn watering is not permitted. Other outdoor water use activities are restricted as well.

For more information, visit www.crd.bc.ca/drinkingwater

CRD
Making a difference...together

Useable Reservoir Volumes in Storage for July 05, 2026



Monthly Drinking Water Quality Dashboard

Water Quality Operations

Capital Regional District | June 2026

1. Treated Water | Monthly Compliance

The following table summarizes the main regulatory parameters across the various transmission and distribution systems in the Greater Victoria Drinking Water System (GVDWS). Drinking water systems in British Columbia are required to comply with the BC Drinking Water Protection Regulation and are expected to operate in accordance with recognized industry standards.

Monthly Water Quality Compliance Results by Municipality								
Municipality	Required Samples	Actual Samples Collected	Percent Total Coliform Samples >1 CFU/100 ml	Total Coliform Samples >10 CFU/100 ml	E.coli Samples >1 CFU/100 mL	Turbidity Samples >1 NTU	Chlorine Residual Median mg/L	Water Temp. Median °C
Central Saanich	17	22	0	0	0	0	1.62	15.0
Saanich	94	98	0	0	0	0	1.52	15.6
North Saanich	13	19	0	0	0	0	1.46	15.3
Victoria / Esquimalt	93	117	0	0	0	0	1.52	16.4
Oak Bay	20	24	0	0	0	0	1.58	15.9
Sidney	14	18	0	0	0	0	1.59	15.2
Sooke / East Sooke	17	45	0	0	0	0	1.35	15.6
Westshore	82	91	0	0	0	0	1.38	15.4
Transmission Mains	n/a	77	0	0	0	0	1.92	13.6
Transmission Reservoirs	n/a	22	0	0	0	0	1.52	14.2
Total	350	533	0	0	0	0	1.55	15.2

GREEN – Compliance with industry and/or health standards

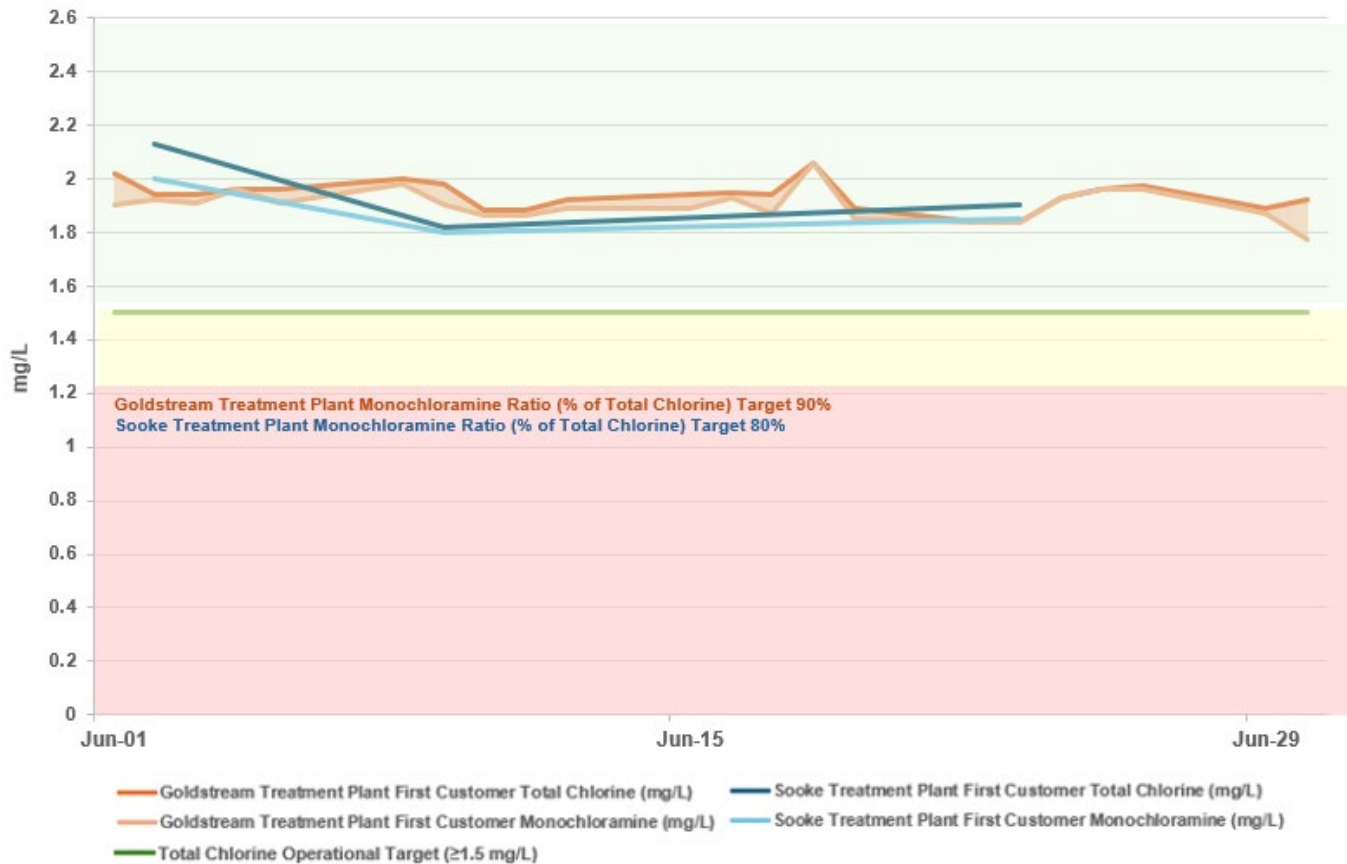
YELLOW – Exceedance of operational and/or aesthetic objectives

RED – Exceedance of industry and/or health standards

In June 2026, all GVDWS systems met provincial requirements and industry standards with overall excellent water quality throughout. Treated water temperature exceeded the aesthetic objective in the *Guidelines for Canadian Drinking Water Quality* in all systems except the transmission system.

2. Treated Water | Goldstream Treatment Plant First Customer and Sooke Treatment Plant First Customer, Total Chlorine and Monochloramine

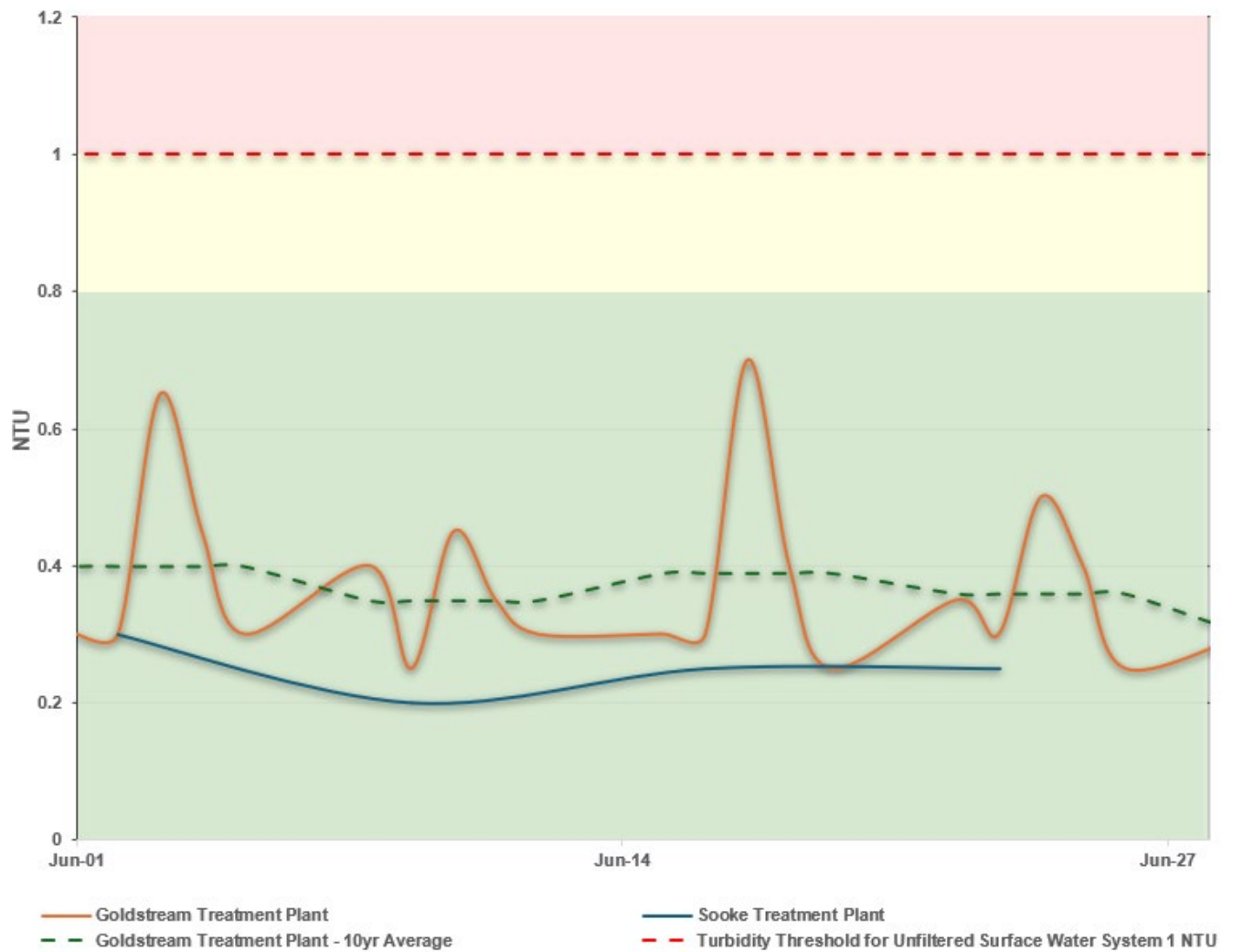
The following graph shows the daily measured total chlorine and monochloramine concentrations at the first treated water sampling stations downstream of the two CRD water treatment plants.



In June 2026, both plants consistently met the target total chlorine concentration of 1.5 mg/L and their respective monochloramine targets, providing good secondary disinfection in the distribution systems.

3. Raw Water Turbidity | Goldstream Treatment Plant and Sooke Treatment Plant

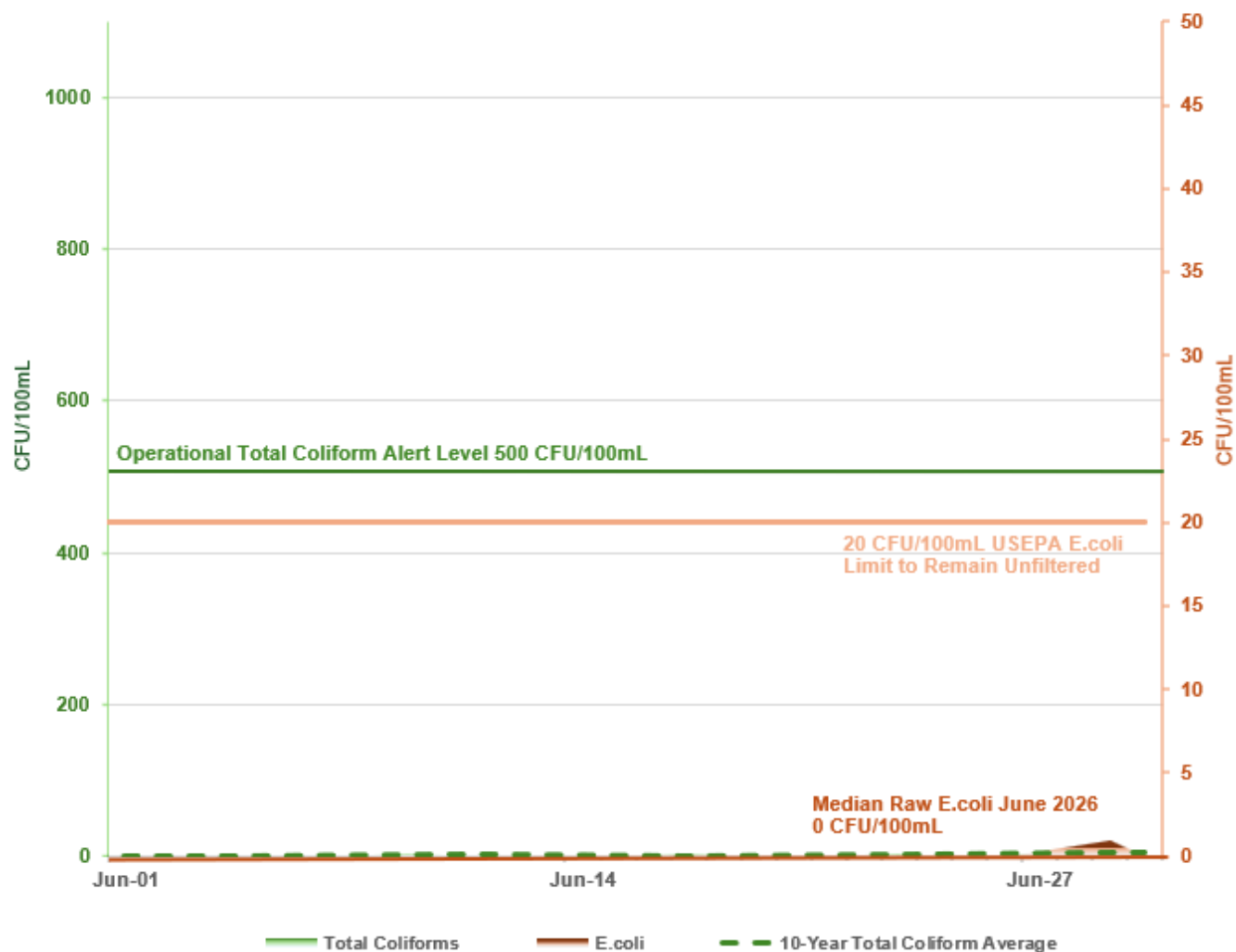
The following graph shows the raw water turbidity measured at both water treatment plants.



The GVDWS, an unfiltered surface water system, must consistently achieve turbidity levels under 1 NTU to meet regulatory standards. Turbidity levels at both treatment plants were consistently low and well within compliance.

4. Raw Water Biological Parameters | Total Coliforms and E. coli at Goldstream Treatment Plant

The following depicts the concentrations of key bacteria in the raw water.



The concentrations of total coliform and E.coli bacteria in the raw water were extremely low and remained well below the B.C. Ministry of Health and USEPA limit for unfiltered surface water systems. During the month of June the highest recorded raw water total coliform concentration was 8 CFU/100 mL.

**REPORT TO REGIONAL WATER SUPPLY COMMISSION
MEETING OF JULY 15, 2026**

SUBJECT **Designation of Watershed Security Officers**

ISSUE SUMMARY

To appoint additional Watershed Security Officers with authority to enforce Capital Regional District (CRD) Bylaw No. 2804, "CRD Water Supply Area Regulations", and Bylaw No. 4225, "CRD Parks Regulation".

BACKGROUND

Bylaw No. 2804, "CRD Water Supply Area Regulations", designates personnel authorized to enforce the bylaw. Authorized personnel are defined as "peace officer, conservation officer, or person appointed or employed by the CRD as a park officer, animal control officer, bylaw enforcement officer, watershed security officer, or other authorized CRD employee".

Watershed Security Officers were last appointed in September 2024 and since that time, a change in personnel requires appointment of one new officer and removal of one officer who left the CRD. This maintains the number of Watershed Security Officers at five. CRD staff appointed as Watershed Security Officers receive bylaw training and have experience with bylaw compliance and enforcement for the Greater Victoria Water Supply Area (GVWSA). Watershed Security Officers supplement the existing service of CRD Bylaw Enforcement Officers, who will continue to provide advice, additional coverage and assistance with serious and complex incidents in the GVWSA.

Bylaw No. 4225, "CRD Parks Regulation Bylaw", was amended in June 2017 to include Watershed Security Officers to provide authority to enforce park regulations along the Sooke Hills Wilderness Trail (portion of the Great Trail) through and near the GVWSA. Parks Officers were already designated with authority to enforce the Water Supply Area Regulation. Both CRD Regional Parks and Watershed Protection officers provide compliance and enforcement regardless of whether an infraction occurs within or outside of the trail corridor. Regional Parks and Watershed Protection staff liaise to provide a consistent approach with the public in providing compliance and enforcement along the trail and within the Drinking Water Protection Zone of Sooke Hills Wilderness Regional Park.

Pursuant to Section 233 of the *Local Government Act* and Section 28(3) of the *Offence Act*, and in accordance with CRD Bylaw No. 2681, "CRD Enforcement Officers Bylaw", the CRD Board must make resolutions for appointment to the office of Watershed Security Officer.

ALTERNATIVES

Alternative 1

The Regional Water Supply Commission recommends that the Capital Regional District Board: Appoint Hugh Slater as Watershed Security Officer, and remove Derek Hall from appointment, for the purpose of Section 233 of the *Local Government Act* and Section 28(3) of the *Offence Act*, and in accordance with Capital Regional District Bylaw No. 2681.

Alternative 2

Appoint no additional Watershed Security Officers at this time.

IMPLICATIONS

Service Delivery Implications

The appointment of Watershed Security Officers assists CRD staff in delivering on compliance and enforcement of the Water Supply Area Regulation to protect drinking water for Greater Victoria for the long term.

Social Implications

The ability to enforce the Water Supply Area Regulation is important in maintaining compliance and society's expectation for a closed watershed for drinking water. Designation of watershed officers provides the authority required when enforcement is needed. Increased residential growth in Langford and Goldstream is increasing pressure as members of the public look for new and interesting areas for recreation nearby. Existing security infrastructure (gates and fences) provides a visual barrier and a barrier to vehicles and motorcycles but cannot keep out pedestrians and cyclists without presence and enforcement.

CONCLUSION

To enforce Capital Regional District (CRD) Bylaw No. 2804, "CRD Water Supply Area Regulations", and Bylaw No. 4225, "CRD Parks Regulation", it is recommended that the CRD Board make resolutions for appointment to the office of Watershed Security Officer.

RECOMMENDATION

The Regional Water Supply Commission recommends that the Capital Regional District Board: Appoint Hugh Slater as Watershed Security Officer, and remove Derek Hall from appointment, for the purpose of Section 233 of the *Local Government Act* and Section 28(3) of the *Offence Act*, and in accordance with Capital Regional District Bylaw No. 2681.

Submitted by:	Annette Constabel, M.Sc., RPF., Senior Manager, Watershed Protection
Concurrence:	Jason Dales, B.Sc., WD IV, Acting General Manager, Infrastructure and Water Services
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

**REPORT TO REGIONAL WATER SUPPLY COMMISSION
MEETING OF JULY 15, 2026**

SUBJECT **Environmental Monitoring Access Agreement – W̱SÁNEĆ Leadership Council Society**

ISSUE SUMMARY

To seek approval of an agreement that provides access to the W̱SÁNEĆ Leadership Council Society (W̱LC) Nations for environmental monitoring in the Goldstream watershed of the Greater Victoria Water Supply Area (GVWSA).

BACKGROUND

The Capital Regional District (CRD) Board, through its Board Priorities, provides direction to build strong relationships with First Nations based on trust and mutual respect, partnerships and working together on shared goals. The CRD Corporate Plan calls on the CRD to seek out and invite opportunities for Indigenous leadership and knowledge to inform and transform approaches to taking care of land and water across CRD service delivery areas.

The GVWSA is located within the traditional territories of several First Nations, including the W̱LC Nations, currently W̱JOLELP (Tsartlip First Nation) and W̱SIKEM (Tseycum First Nation).

The W̱LC operates a Local Government Program that is mandated to promote respect for W̱SÁNEĆ culture, traditional practices and language through collaboration with local governments that operate in W̱SÁNEĆ territory. Part of promoting respect for W̱SÁNEĆ culture and traditional practices includes supporting opportunities for W̱SÁNEĆ people to reconnect with the land within W̱SÁNEĆ territory.

The W̱LC has requested access to the Goldstream watershed for their Local Government Program members, employees and volunteers to conduct environmental monitoring within W̱LC territory.

CRD staff drafted, and the W̱LC has reviewed, the Environmental Monitoring Access Agreement (Agreement), attached as Appendix A. The W̱LC Board is also considering the agreement for approval at their meeting July 15, 2026.

Key points of the Agreement include the following:

- Environmental monitoring is defined as observing, measuring, recording, sampling but not otherwise consuming, removing, disturbing or harming organic or inorganic natural resources (Sections E and 3).
- CRD will provide access (keys to gates) for W̱LC Local Government Program members and employees for access during daylight hours (Section 2 and Schedule A); volunteers may accompany oriented members and employees (Schedule A).
- The Agreement is initially for three years (Section 8).
- W̱LC and CRD would like to share environmental information and will sign separate data access agreements (Section 10).

- WLC must maintain insurance to protect themselves and CRD for their Local Government Program to operate in the GVWSA (Section 17 and Schedule B).
- If access is found to cause damage, impact water quality or operations, the access activity must stop and terms to review and remedy or terminate the agreement are included (Section 18).

For transparency, a letter has been sent to all other First Nations with territory in the Goldstream watershed informing them that we are negotiating this access agreement and providing assurance that this agreement does not preclude any other Nation from entering into similar or other agreements with the CRD.

ALTERNATIVES

Alternative 1

1. That access to the Greater Victoria Water Supply Area for the W̱SÁNEĆ Leadership Council Society be approved; and
2. That the General Manager Infrastructure & Water Services be authorized to finalize, and the Regional Water Supply Commission Chair be authorized to execute, the Environmental Monitoring Access Agreement with the W̱SÁNEĆ Leadership Council Society, attached as Appendix A.

Alternative 2

That staff report back to the Commission with additional information.

IMPLICATIONS

Alignment with Board & Corporate Priorities

The proposed Agreement aligns with the:

- Board Priority to build strong relationships with First Nations based on trust and mutual respect, partnerships and working together on shared goals.
- Board Priority to hear from First Nations how they would like the CRD to approach reconciliation.
- CRD Corporate Plan to seek out and invite opportunities for Indigenous leadership and knowledge to inform and transform approaches to taking care of land and water across CRD service delivery areas.
- Regional Water Supply Strategic Plan to explore opportunities for First Nation guardian programs to conduct environmental monitoring in their territories.

Environment & Climate Action

The data gained through WLC monitoring program will contribute to broader GVWSA environmental stewardship. In addition, the relationship with WLC over time will likely contribute toward knowledge sharing opportunities, which will help CRD to manage the GVWSA lands in a way that is informed by Indigenous traditional knowledge.

Equity, Diversity & Inclusion

A presence of the WLC Local Government Program employees and members in the GVWSA

provides an important visible element of inclusion of First Nations on the GVWSA lands both for the Nations and the CRD workforce.

Financial Implications / Service Delivery Implications

The Agreement may require the CRD to provide access and basic worker safety checks during business hours which can be incorporated into current watershed operations without additional cost or impact on service delivery.

First Nations / Intergovernmental Implications

The proposed Agreement facilitates relationship-building and sharing of GVWSA environmental knowledge and data with W̱LC. W̱LC has not had a presence on the GVWSA lands in recent years and this Agreement offers an opportunity to begin a relationship that could incrementally lead to greater involvement in management of the GVWSA lands.

The CRD has one other environmental monitoring access agreement for the GVWSA with MÁLEXEŁ (Malahat Nation) signed in 2024. This Agreement contains very similar terms and conditions.

CONCLUSION

The Capital Regional District (CRD) Board provides direction to build strong relationships with First Nations based on trust and mutual respect, partnerships and working together on shared goals. The proposed Environmental Monitoring Access Agreement facilitates W̱SÁNEĆ Leadership Council Society (W̱LC) presence and monitoring in their territory, provides opportunity for the CRD to learn from the W̱LC Local Government Program employees and members to enhance management of the Greater Victoria Water Supply Area, and represents an opportunity to build relationships that may have lasting positive impact.

RECOMMENDATION

1. That access to the Greater Victoria Water Supply Area for the W̱SÁNEĆ Leadership Council Society be approved; and
2. That the General Manager Infrastructure & Water Services be authorized to finalize, and the Regional Water Supply Commission Chair be authorized to execute, the Environmental Monitoring Access Agreement with the W̱SÁNEĆ Leadership Council Society, attached as Appendix A.

Submitted by:	Annette Constabel, M.Sc., RPF., Senior Manager, Watershed Protection
Concurrence:	Jason Dales, B.SC., WD IV, Acting General Manager, Infrastructure and Water Services
Concurrence:	Kristen Morley, J.D., Corporate Officer & General Manager, Corporate Services
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

ATTACHMENT(S)

Appendix A: Environmental Monitoring Access Agreement

ENVIRONMENTAL MONITORING ACCESS AGREEMENT

THIS AGREEMENT dated _____, 2026

BETWEEN:

WSÁNEĆ LEADERSHIP COUNCIL SOCIETY
800b Stellys Cross Road
Brentwood Bay, BC V8M 1J4

(“WLC”)

AND:

CAPITAL REGIONAL DISTRICT
625 Fisgard St.
Victoria, BC V8W 1R7

(“CRD”, and together, the “Parties”)

WHEREAS:

- A. The Goldstream watershed of the GVWSA (defined herein) is within WSÁNEĆ traditional territories. The WSÁNEĆ Leadership Council Society (WLC) is a unified, administrative body working in partnership with WJOLÉLP (Tsartlip First Nation) and WSIKEM (Tseycum First Nation).
- B. The CRD owns and manages the Goldstream watershed and the GVWSA to supply drinking water for the benefit of all residents of the CRD;
- C. The WLC operates a Local Government Program, which is mandated to promote respect for WSÁNEĆ culture, traditional practices, and language through collaboration with local governments that operate in WSÁNEĆ Territory. Part of promoting respect for WSÁNEĆ culture and traditional practices includes supporting opportunities for WSÁNEĆ people to reconnect with the land within WSÁNEĆ Territory (the “Local Government Program”);
- D. The WLC has requested the CRD provide the Local Government Program access to the Goldstream watershed for environmental monitoring within WSÁNEĆ traditional territory;
- E. Environmental monitoring entails observing, measuring, recording, sampling but not otherwise consuming, removing, disturbing, or harming the organic or inorganic natural resources found in the GVWSA;

- F. The CRD is interested to learn from the WLC's knowledge and environmental monitoring of the lands, plants, and animals in WSÁNEĆ Territory within the Goldstream watershed to continually improve its management of the lands for water supply and compatible natural values;
- G. The WLC and the CRD wish to enter into an Agreement to facilitate safe access by the Local Government Program to the Goldstream watershed for environmental monitoring and study within their traditional territory, provided that such access or the monitoring undertaken do not compromise the effective management of the GVWSA for water supply and other values by the CRD;

NOW THEREFORE, in consideration of their mutual duties and responsibilities to one another under this Agreement and the payment of \$10.00 from the WLC to the CRD (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

Definitions and Interpretation

- 1. In this Agreement, the following words and expressions shall have the following meanings:
 - a. **"Agreement"** means this Environmental Monitoring Access Agreement, and the following items attached to and forming part of it:
 - i. Schedule A – Conditions of Access; and
 - ii. Schedule B – Insurance Requirements;
 - b. **"Emergency"** means an unexpected situation that poses an immediate risk to health, life, property, or the environment;
 - c. **"Fire Danger Rating"** means the Fire Danger Rating (BC DGR) of the CRD 14G Goldstream weather station, as reported at approximately 1 p.m. each day on the CRD website under Current Fire Weather Conditions;
 - d. **"GVWSA"** and **"Greater Victoria Water Supply Area"** means the "water supply area" as defined in the Protection Bylaw and includes, for greater certainty, the Goldstream watershed and named Water Supply Areas;
 - e. **"High Risk Activities"** means a high-risk activity as defined by the Province of British Columbia's Wildfire Regulation or any other activity which can create sparks and is therefore a wildfire hazard, but for greater certainty, does not include driving a vehicle on roadways intended and maintained for the passage of vehicles;

- f. **“WLC Local Government Program”** and **“Local Government Programs”** has the meaning ascribed to it under recital C and includes any of its members, employees, or volunteers accessing the Goldstream watershed of the GVWSA.
- g. **“Protection Bylaw”** means Bylaw 2804, “Capital Regional District Water Supply Area Regulations Bylaw No. 1, 2000”, including any amendments thereto and any bylaw that may replace it;
- h. **“Rare or endangered species”** means species and ecosystems listed by the BC Conservation Data Centre as species and ecosystems at risk for the geographic area of the GVWSA;
- i. **“Water Supply Areas”** means the Sooke, Goldstream, and Leach Water Supply Areas.

Local Government Program Access to the GVWSA

- 2. The CRD shall provide the Local Government Program with keys to all gates to access the Goldstream watershed within W̱SÁNEĆ traditional territory. The keys are to be used only by the Local Government Program’s employees or members. It shall be the sole responsibility of the WLC to secure any access rights that may be necessary in order to travel through neighbouring lands that are owned or occupied by persons other than the CRD.
- 3. The Local Government Program shall be permitted access during daylight hours up to one hour before sunset including business days, weekends and holidays. The authorized access includes:
 - a. travelling with vehicles on roads only;
 - b. walking and hiking on roads, paths, trails, and generally through the forest and open areas;
 - c. taking small samples of water and plant materials if needed for the express purpose of study and observation rather than use or consumption;
 - d. recording by sound, photograph, or video, of the GVWSA natural environment; and,
 - e. special uses expressly permitted by the CRD in response to an access request in accordance with the process set out in sections 5 and 6 of this Agreement.
- 4. Where an activity is not expressly authorized by section 3 of this Agreement, that activity is not permitted under this Agreement without the prior written consent of CRD. Without limiting the foregoing and for greater certainty, the authorized access in section 3 does not include:

- a. “off-road” driving or the use of off-road vehicles (e.g. ATVs) within the GVWSA unless expressly permitted by the CRD for a particular purpose or application;
 - b. the use of any type of bicycle within the GVWSA;
 - c. the exploring, investigating, or examining of water supply infrastructure;
 - d. entry into waterbodies or reservoirs;
 - e. the taking of samples from rare or endangered species or within endangered plant communities; and
 - f. for the purpose of infrastructure security and the protection of rare species and special places, the right to share any sound, photograph, or video recordings of the GVWSA natural environment to persons outside the Local Government Program without express written consent of the CRD.
5. Access requests for special uses and activities not expressly permitted, but in keeping with the spirit of this Agreement for environmental monitoring, must be made a minimum of ten (10) working days in advance.
 6. Upon receiving an access request pursuant to section 5 of this Agreement, the CRD will evaluate the risks of granting such access to ensure water quality is protected at all times and that CRD’s operational needs are met. The CRD will not unreasonably withhold the granting of access requests. The WLC will respect the CRD’s decision and understands the CRD’s operational priorities to access and maintain the regional water supply system.
 7. The WLC will adhere to, and ensure that all Local Government Program members adhere to, the Conditions of Access detailed in Schedule A when accessing the GVWSA under this Agreement.

Term

8. This Agreement commences on the date set out above and continues in effect for three (3) years unless earlier terminated in accordance with the terms of this Agreement.
9. This Agreement may be terminated by either Party with at least 6 months prior written notice to the other Party.

Environmental Information Sharing

10. The CRD and the WLC wish to share with each other environmental observations they each observe and collect within the GVWSA. To facilitate the sharing of data and information and the protection of confidential information, the Parties intend to negotiate and enter into one or more Data Sharing Agreements.

Critical Information Reporting

11. The WLC will ensure that the Local Government Program members inform the CRD's Goldstream Gatekeeper as soon as possible if they encounter a significant environmental or safety concern within the GVWSA, including:
 - a. wildlife found in distress or diseased;
 - b. dangerous environmental conditions or road conditions;
 - c. localized concerning weather conditions, such as high winds in an area;
 - d. smoke, campfire rings, fire starts;
 - e. domestic animals (dogs, cats) or invasive species;
 - f. trespass activity or trespass; and
 - g. any leaks/spills of contaminants (e.g., fuel, oil, antifreeze).

Non-Derogation

12. This Agreement is not a treaty or a land claims agreement within the meaning of s. 35 of the *Constitution Act, 1982*.
13. This Agreement does not recognize, create, modify, extinguish, suspend, abrogate from or derogate from any W̱SÁNEĆ s. 35 rights, nor does the CRD have jurisdiction to do any of those things.
14. This Agreement is without prejudice to the position of either Party in respect of the existence, scope, extent, or effect of any s. 35 right held by W̱SÁNEĆ.

Default

15. If any term of this Agreement is breached, the CRD or the WLC, as the case may be, will give written notice to the other Party of the breach and request a resolution within fourteen (14) days. If the matter is not addressed within fourteen (14) days and resolved within thirty (30) days of the notice of breach, or other such time as agreed to by the Parties, either Party may terminate this Agreement in writing without further notice. Where appropriate, the Parties may agree to use the Dispute Resolution processes set out in section 22 of this Agreement.

Indemnity to the extent arising from the negligence

16. The WLC releases and will indemnify and save harmless the CRD, its elected and appointed officials, employees, agents, volunteers, and contractors (collectively, the "**CRD Parties**") from and against any and all losses, claims, damages, costs (including legal costs on a solicitor and own client basis) and expenses (collectively, "**Liability**"), including Liability resulting from wildfire or environmental damage and

the suppression or remediation of the same, to the extent arising from the negligence, willful misconduct, or breach of this Agreement by WLC or any of its members, officers, or employees, by the Local Government Program or any of its members, officers, or employees, or by any other person permitted by WLC or the Local Government Program to access the Goldstream watershed or the GVWSA related to this Agreement or the rights and privileges granted by this Agreement.

Insurance

17. The WLC must maintain during the term of this Agreement the insurance set out in Schedule B.

Limiting Access

18. If the CRD finds any of the permitted activities described in section 3 to cause environmental damage, impact water quality, or impact CRD water operations, the WLC will immediately cease such activities upon receipt of notice from the CRD. Within thirty (30) day of receiving the notice, the Parties will meet to review the activities causing such damage or impacts and discuss whether it is necessary to amend this Agreement to remove or further define those activities. If satisfactory amendments have not been made within thirty (30) days, or other such time as agreed to by the Parties, the CRD may terminate this Agreement in writing without further notice.
19. Access to the GVWSA may be restricted or reduced by the CRD where necessary for environmental protection or operational purposes of the CRD, including without limitation in the following circumstances:
 - a. where a known safety hazard exists;
 - b. during an Emergency event or response to an Emergency event; and
 - c. where forecasted extreme weather events may cause a safety or environmental danger.

Notice

20. Notice under this Agreement shall be delivered to:

WSÁNEĆ Leadership Council Society
Local Government Program Manager
800b Stellys Cross Rd, Brentwood Bay, BC V8M 1J4
Tel: 778-351-4969
Email: ned.taylor@wsanec.com

-and-

Director of Operations
800b Stellys Cross Rd, Brentwood Bay, BC V8M 1J4
Tel: 778-351-4969
Email: gord.elliott@wsanec.com

CRD:
General Manager, Infrastructure and Water Services
Capital Regional District
479 Island Highway, Victoria, BC V9B 1H7
Tel: (250) 360-3061
Email: aafraser@crd.bc.ca

-and-

Senior Manager, Watershed Protection
Infrastructure and Water Services, Capital Regional District
479 Island Highway, Victoria, BC V9B 1H7
Tel: (250) 391-3556
Email: aconstabel@crd.bc.ca

21. The senior management of the Parties shall meet at least once per year to discuss the implementation of this Agreement.

Dispute Resolution

22. Subject to section 15, if a disagreement arises between the WLC and the CRD relating to the implementation of this Agreement, the Parties agree to work together to address the matter in accordance with the following process:
 - a. First, the Parties will discuss the issue at the operational level and the appropriate senior administrators will make every reasonable attempt to meet and to find a solution which respects the letter and spirit of this Agreement;
 - b. If the issue remains unresolved, the Director of Operations of the WLC and the Chief Administrative Officer of the CRD will meet within fifteen (15) days of notice from either of the Parties' senior administrators, setting out in sufficient detail the nature and history of the issue. At this meeting, the Parties' representatives will attempt in good faith to understand and explore the nature of the issue, develop options for possible solutions and reach a resolution of the issue;
 - c. In the absence of an agreed resolution within thirty (30) days of the date of the meeting described in paragraph (b) above, the Parties may agree first to try in

good faith to settle the dispute by mediation administered by the British Columbia Arbitration and Mediation Institute under its mediation rules before resorting to arbitration, litigation or some other dispute resolution procedure. The fees and expenses of the Mediator will be borne equally by the Parties, and each Party will be responsible for its own legal costs or other mediation costs.

Review and Amendment

23. This Agreement shall be reviewed annually by the Parties and may be amended by the consent of both Parties.

Compliance with Laws

24. Nothing in this Agreement shall be construed as permitting or authorizing any activity or use of the Water Supply Area by any person that is contrary to any applicable law, including without limitation the Protection Bylaw. Notwithstanding any other provision in this Agreement, where any activity or use is prohibited by an applicable law, such activity or use is deemed to be prohibited by this Agreement.

Signed on behalf of:

WSÁNEĆ Leadership Council Society

Date: _____

[Gord Elliott, Director of Operations]

Signed on behalf of:

Capital Regional District

Date: _____

Gord Baird, Chair, Regional Water Supply Commission

SCHEDULE A – CONDITIONS OF ACCESS

1. All Local Government Program employees/members entering the GVWSA must complete an access application form and attend a GVWSA orientation session, prior to being issued access authorization identification, keys and any loaned equipment.
2. An authorized and oriented Local Government Program employee or member (as per 1.) may bring in a Local Government Program volunteer(s) so long as this is communicated on check-in, their names provided and the volunteer(s) travel in the same vehicle with the authorized employee/member(s). The authorized and oriented employee/member is responsible for the volunteer(s) in terms of safety and adherence to this agreement.
3. For entry during CRD business hours Monday through Friday 7:00 a.m. to 4:30 p.m., the Local Government Program employees/members must inform the Goldstream Gatekeeper in person at Goldstream Gate, or via radio channel 3 or 5 at another entry point when entering and exiting the GVWSA; and provide a destination or travel route for safety purposes.

For entry after CRD business hours and on weekends and holidays, the Local Government Program employees/members must inform the watershed patrol via radio channel 3 or 5 when entering and exiting the GVWSA and provide a destination or travel route for safety purposes.

4. Safety checks. A crew of two or more is expected to provide a safety check every 4 hours. A single person is expected to provide a safety check every hour. During CRD business hours, CRD is able to provide safety checks through the Goldstream Gatekeeper. The WLC must provide their own safety check system outside of business hours. In case of missed safety check, a WLC contact who will be available during the time of GVWSA entry and who will search for missing workers must be provided.
5. Drivers must carry a valid BC driver's license and vehicles must be insured. See Schedule B Insurance Requirements.
6. Vehicles driven and parked by authorized WLC Local Government Program employees/members in the GVWSA shall display a dashboard card identifying the vehicle as belonging to the WLC Local Government Program with access authorization.
7. WLC shall ensure their Local Government Program employees/members/volunteers/vehicles are equipped with the following safety equipment and know how to use it:
 - i. VHF handheld radio with CRD frequencies (will be supplied by CRD);

- ii. Level 1 first aid kit;
 - iii. GPS location device (optional but recommended);
 - iv. fire extinguishing equipment (shovel, Pulaski, backpack water pump) during fire season (April 1 to October 31), in case a fire start is encountered;
 - v. a spill kit for each vehicle being brought into the GVWSA;
8. WLC will immediately report any lost or stolen keys to the CRD. Keys may not be duplicated and any additional keys needed will be issued by the CRD. WLC is expected to keep track of who is holding any issued keys at all times. Any issued equipment and keys are not allowed to be loaned or transferred outside WLC's Local Government Program.
9. GVWSA gates must remain closed and locked at all times.
10. Smoking is only allowed in the GVWSA during moderate and lower Fire Danger Rating. Smoking is only allowed on roads and butts must be picked up.
11. There are no garbage or recycling facilities in the GVWSA; all garbage must be taken out.
12. Sanitation facilities must be used where they are available. If sanitation facilities require service, please notify the Watershed Emergency Duty Officer (WEDO).
13. No domestic animals may be brought into the GVWSA – dogs are not allowed.
14. No vegetation, soil, or building materials may be brought into the Water Supply Area without prior CRD approval. These materials may accidentally introduce invasive species or disease.

CRD appreciates WLC working cooperatively to protect the environmental integrity of the GVWSA.

Notice:

CRD: Where notice or reporting is required, the Watershed Emergency Duty Officer can be reached 24/7/365 at:

Cell phone: 250-881-6393

Text message: 250-881-6393

Email: wedo@crd.bc.ca

Paging service: 1-866-301-4075 (leave a message and call back number)

WLC: Where notice or reporting is required, the Local Government Program can be reached at:

Cell phone: 778-535-7081

Text message: 778-535-7081

Office phone: 778-351-4969

Email: ned.taylor@wsanec.com

SCHEDULE B – INSURANCE REQUIREMENTS

1. The WLC shall, at its own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in Canada:

- (a) **Commercial General Liability Insurance**

- i) Commercial General Liability Insurance policy covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations;
 - ii) this shall be an occurrence-based policy with a three million (\$3,000,000.00) minimum limit;
 - iii) the Capital Regional District shall be named as an additional insured;
 - iv) the policy shall contain a separation of insureds, cross liability clause in its conditions;
 - v) the policy shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, or alteration has been given to the CRD (the “**Notice Requirement**”); and
 - vi) the WLC shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

If waived in writing by CRD, the CRD will not be liable for any loss or damage caused by WLC's tortious or wrongful acts nor will the CRD defend or indemnify the WLC for such acts. The WLC understands and agrees it is solely responsible for its defence costs and damages arising.

Notwithstanding the requirement under section 1(a)(v), if WLC is unable to obtain an insurance policy that provides a Notice Requirement, the WLC may obtain insurance without a Notice Requirement, but must forthwith (i) notify the CRD of any cancellation to or alteration of the policy; and (ii) obtain insurance that is compliant with the requirements specified in sections 1(a)(i) to (iv), if the policy is cancelled, or the alteration results the policy not meeting one or more of those requirements,

- (b) **Automobile Insurance**

If using a vehicle under this agreement, the WLC shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned or operated by the WLC in connection with this agreement.

- (c) **Property Insurance**

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the WLC's equipment including loss of use thereof. Each and every policy insuring WLC's equipment to be used on this project shall contain a waiver of subrogation clause in the favor of the CRD.

- (d) **Wildfire Fighting Expense Liability**

Where any work or activities performed by WLC under this Agreement contemplate “high risk activity” as defined in the Wildfire Regulation, BC Reg 38/2005 in forested areas or grasslands, WLC shall add a fire fighting endorsement, also known as wildfire fighting expense liability, to its Commercial General Liability policy. During fire season (March 1 to October 31), WLC must maintain \$2 million in coverage.

2. Maintenance of such insurance and the performance by the WLC of its obligations under this Schedule B shall not relieve the WLC of liability under the indemnity provisions set forth in this Agreement, nor shall it limit liability of the WLC to the limits of any insurance policy.

3. The CRD may take out and maintain the insurance required by this agreement at the cost of the WLC if the WLC is in default under this Agreement.