



Čiřaa?ath First Nation

Infrastructure Policy

Approved by Council on: October 17, 2024

Amendment Date:

WHEREAS:

- A. The Council of Tseshah First Nation wishes to make a policy regulating infrastructure works and services on reserve, to ensure those works are in compliance with Tseshah agreements with the City of Port Alberni for water, sewer and fire protection services and are in compliance with industry standards;

NOW THEREFORE the Council of Tseshah First Nation, hereby adopts the following Policy:

(1) PART 1 - ADMINISTRATION

A. Title

- (2) This Policy may be cited for all purposes as the “Tseshah Infrastructure Policy, 2023”.

B. Amendments

- (3) Council has the authority to amend or supplement this Policy from time to time with written recommendations from the Infrastructure Working Group.

C. Definitions

- (4) In this Policy, unless the context otherwise requires:

“**Applicable Laws**” means all laws, statutes, regulations, by-laws, rules, codes, guidelines, standards, declarations, notices, ordinances, requirements and directions of Tseshah or any federal, provincial, or municipal governmental authority in force from time to time;

“**Council**” means the Elected Chief Councillor and Council of Tseshah;

“**Fire Protection Services Agreement**” means any agreement between Tseshah and the City of Port Alberni for the provision of fire protection, rescue and extrication, and medical first responder services by the City to Tseshah;

“**Housing and Infrastructure Committee**” means the committee established in accordance with the Tseshah Governance Manual to oversee and manage housing and Infrastructure issues on Reserve, and to advise Council respecting same;

“**Infrastructure**” means fresh water systems and sanitary sewage collection systems on the Reserve, including all connections of such systems to the water and sanitary sewage collection systems owned and maintained by the City of Port Alberni;

“**Infrastructure Working Group**” means the working group established by Tseshah First Nation to provide advice and support regarding infrastructure on Tseshah First Nation Reserve lands.

“Member” means a member of Tseshah;

“Person” includes, in addition to its ordinary meaning, any Member, association, household, society, corporation, partnership, or party, whether acting by themselves or by a servant, agent, or employee, and the successors, assigns, and personal or other legal representatives of such person to whom the context can apply according to law;

“Premises” includes a Property, store, office, warehouse, factory building, house, enclosure, yard, or other building or place occupied or capable of being occupied by any Person;

“Property” means a Member’s lot allocation, including where the lot allocation is held through a Certificate of Possession;

“Tseshah” means Tseshah First Nation;

“Tseshah Reserve” means Tsahah 1, Alberni 2, Equis 8, Tseowa 4, Omoah 9, Ahmitsa 5, Keith Island 7, Cleho 6; and

“Water and Sanitary Sewage Collection Agreement” means any agreement between Tseshah and the City of Port Alberni for the provision of water and sanitary sewer collection services by the City to Tseshah;

D. No Improvements or Alterations affecting Infrastructure without Approval

(5) A Person will not make any improvement or alteration to improvements that affect or may affect Infrastructure on Reserve on Premises that they own, occupy, lease, licence or otherwise have care and control of without obtaining the approval of Tseshah to ensure such improvements comply with and do not violate:

- (a) Water and Sanitary Sewage Collection Agreement; and
- (b) Applicable Laws.

(6) A Person who wishes to make an improvement or alteration to improvements that affect or may affect Infrastructure on Premises that they own, occupy, lease, licence or otherwise have care and control may submit a request for approval to make such improvements or alterations to the Housing and Infrastructure Committee. Such application must include:

- (a) A map or sketch of the proposed improvement or alteration to improvements; and
- (b) A written statement explaining of how the proposed improvement or alteration to improvements are in compliance with this Policy, the Water and Sanitary Sewage Collection Agreement and all Applicable Laws.

(7) The Infrastructure Working Group will consider all applications for proposed improvement or alteration to improvements that affect or may affect

Infrastructure on Reserve and will recommend to Council whether to approve or not to approve such applications.

- (8) Council will decide all applications for proposed improvements or alterations to improvements to Infrastructure on Reserve and will consider the recommendations of the Infrastructure Working Group on whether to approve or not to approve the application. The decision of Council on such applications is final.
- (9) A Person who makes improvements or alterations to improvements that affect Infrastructure on Reserve on Premises that they own, occupy, lease, licence or otherwise have care and control of without obtaining the approval of Tsshaht, and that result in damages paid by Tsshaht arising from non-compliance with Water and Sanitary Sewage Collection Agreement or Applicable Laws will be liable to reimburse Tsshaht for such damages.

E. No Impediments to Fire Protection Services

- (10) A Person that owns, occupies, leases, licences or otherwise has care and control over a Premise on Reserve will not cause any impediments, physical or otherwise, to the delivery of fire protection, rescue and extrication, and medical first responder services provided by the City of Port Alberni pursuant to the Fire Protection Services Agreement.
- (11) A Person that owns, occupies, leases, licences or otherwise has care and control over a Premise on Reserve will not make improvements or alterations to improvements to Infrastructure on Reserve that affects or may affect the delivery of fire protection, rescue and extrication, and medical first responder services provided by the City of Port Alberni pursuant to the Fire Protection Services Agreement.
- (12) A Person who causes impediments under clause (9) above, or who makes improvements or alterations to improvements to Infrastructure on Reserve under clause (10) above, that affects or may affect the delivery of fire protection, rescue and extrication, and medical first responder services provided by the City pursuant to the Fire Protection Services Agreement and Applicable Laws, and that result in damages paid by Tsshaht arising from non-compliance with Fire Protection Services Agreement or Applicable Laws will be liable to reimburse Tsshaht for such damages.