



## Mandatory Standards of Criteria for Interests and Licenses In the Quw'utsun Tumuhw Sec. 27.2

Lulumexun Lands Department  
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Implementation Date: February 25, 2020  
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**Overview:** Cowichan Tribes became operational under the *First Nations Land Management Act* as of November 2019. The *Quw'utsun Tumuhw* outlines the principles, guidelines and processes by which Cowichan Tribes will exercise control, decision-making, governance, administration and the management of our reserve lands and natural resources.

**Purpose:** Subsection 27.2 of the *Quw'utsun Tumuhw* gives Council the authority to establish the mandatory standardss, criteria and forms for interests and licenses.

**Appendix:** Attached to the Mandatory Standards (including respective attachments) are schedules that form an integral part of this document. Schedules include but are not limited **Appendix A: Leasing Interest Process – Checklist** and **Appendix B: General Engineering Requirements Land Development on Tumuhw.**

### Part 1: Permits

#### 1.0 Permits

- 1.1 All Permits must comply with the Land Code, Cowichan Tribes laws and bylaws and any applicable Provincial or Federal laws.
- 1.2 Defined Term.
- 1.3 Defined Rate.
- 1.4 Transportation of agriculture or any waste products is subject to the approval of the Cowichan Tribes Lands department who will give a Certificate of Transport. Applications are available at the Cowichan Tribes Lands Department, and are required for every occurrence.
- 1.5 The Permittee must leave a 7-metre buffer surrounding watercourses, and no farming related activity is to take place and no equipment is to be used within that buffer zone.
- 1.6 No cutting, clearing or removal of standing or fallen trees or vegetation will be allowed without a timber permit issued by Cowichan Tribes Lands Department.
- 1.7 No construction of infrastructure or water sources without written consent of the landowner. Any substantial digging will require an Archeological Monitor at the expense of the Permittee.
- 1.8 Permittee will pay all taxes.
- 1.9 Must carry general liability insurance.
- 1.10 No assignment or subleasing of the whole or any part of the demised lands.



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- 1.11 Must indemnify Cowichan Tribes from all claims and liability in relations to any activities carried out under this permit.
- 1.12 In order to be valid, all permits must be registered in the First Nations Lands Registry

### Part 2: Leases

#### 2.0 Leases - Environmental Clauses

- 2.1 Conduct all activities and business on Premises in compliance with applicable environmental laws, statutes, bylaws, ordinances, regulations, notices, orders or lawful requirements of any lawful authority.
- 2.2 If the activities related to the “approved use” are causing damage to the environment – those activities may be suspended by Cowichan Tribes until such time as the situation has been satisfactorily remedied. Cowichan Tribes will not be responsible for any loss suffered by the lessee or sublessee as a result of such suspension of the activity.
- 2.3 Should the works and the operations of the Tenant on the Premises contribute to any detrimental environmental changes for which the lawful authority considers remedial action is necessary in accordance with regulations and standards established by applicable legislation, the Tenant shall immediately undertake and pay the costs of such remedial action.
- 2.4 Lessee/Tenant shall ensure that all fuel storage systems with a capacity as specified in applicable legislation installed or to be installed on the Premises, are registered with the appropriate authorities.
- 2.5 All leases must have Environmental Impact Assessments done before the lease is registered and all mitigation measures must be identified in the lease.
- 2.6 All leases must have at a minimum, an Archeological Overview Assessment conducted before registration and all mitigation measures must be identified in the lease.

#### 3.0 Leases - Liability Clauses

- 3.1 The Lessee/Tenant must maintain at its expense with one or more companies, comprehensive general liability insurance in joint names of the Lessee/tenant and the Landlord against claims for personal injury, death or property damage or loss occurring at or about the Premises.
- 3.2 The Lessee/Tenant must maintain at its own expense with one or more companies, property insurance in the joint names of the Lessee/tenant and the Landlord, insuring the improvements



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owned by the Tenant against loss or damage by fire and other perils under customary supplementary coverage.

- 3.3 Property insurance will insure all improvements owned by the lessee/tenant for one hundred per cent (100%) of their full replacement cost.
- 3.4 No policy can be cancelled or substantially altered without notice in writing to the insureds.
- 3.5 Liability Insurance will contain a provision for cross liability between the landlord and the tenant and the property insurance will contain a waiver of subrogation so that the insurance will protect the landlord and the tenant as if they were fully insured under separate policies.
- 3.6 The Lessee/Tenant releases the Landlord and Cowichan Tribes from all liability for loss or damage caused by or resulting from any of the perils or injury against which it has covenanted in this Lease to insure, even though the Tenant has failed to so insure.

#### **4.0 Leases – Construction Clauses**

- 4.1 The Lessee/Tenant shall provide the Landlord and Cowichan Tribes with complete and detailed plans and specifications of all Improvements constructed on the Premises prior to commencing any work. Unless otherwise agreed to in writing, all such plans and specifications shall be prepared by a Professional Architect or Engineer

#### **5.0 Leases – Indemnity Clauses**

- 5.1 The Lessee/Tenant will indemnify and save harmless the Landlord and Cowichan Tribes, their officers, employees, agents or contractors, from and against and be responsible for all claims, all liability, loss, costs and expenses including actions, damages, suits and other proceedings whatsoever. and by whomever made, for personal injury, death, environmental impact or property damage, whether by way of judgment, compromise or settlement, including consequential, howsoever arising out of, attributed or related to, directly or indirectly, and whether by reason of anything done or permitted to be done, negligence or otherwise, by reason of this Lease, or from the possession of the Premises, or from the performance or default, or from the remedying of such default by the Tenant of any of its covenants under this Lease.