



# Bylaw Notice Enforcement Bylaw No. 385, 2006

## Office Consolidation

This document is an office consolidation of Bylaw Notice Enforcement Bylaw No. 385, 2006 with subsequent amendments adopted by the Village of Lions Bay.

All persons making use of this consolidation are reminded that it has no Council sanction, that amendments have been incorporated only for convenience of reference, and that for all purposes of interpretation and application, the original bylaws should be consulted. The Village of Lions Bay will, in no event, be liable or responsible for damages of any kind arising out of the use of this consolidation.

This is not the official version of Bylaw Notice Enforcement By-law No. 385, 2006 as amended, nor is it admissible in a court of law. For such purposes, official certified copies of the original bylaws can be obtained from the Village Office or by contacting us at: [admin@lionsbay.ca](mailto:admin@lionsbay.ca)

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### List of Amending Bylaws

Bylaw No.	Section	Description	Adopted
415	1 2	Amends s.9.2 re. designated classes of persons that may be appointed as screening officers	July 21, 2009

	3	Amends s.11.1 re. RCMP as police force Replaces Schedule A	
434	Sched A	Replaces Schedule A	June 20, 2011
492	Sched A	Replaces Schedule A	June 2, 2015
495	Sched A	Replaces Schedule A	July 7, 2015
507	2(a) 2(b)	Amends penalties under Bylaw No. 428 (Fire), Sections 32, 33, 35 and 52. Adds penalties for Bylaw No. 393 (Trees)	July 19, 2016
533	2(a) 2(b) 2(c)	Adds penalties for Secondary Suite contraventions per s.10.1 of Bylaw No. 234 Amends penalties for provisions re. ss. 8(2), 10(a), 10(h), and 10(k) of Bylaw No. 413 Deletes penalties for Bylaw No. 362 and substitutes penalties for Bylaw No. 520	November 7, 2017
555	2(a)	Deletes and replaces section 8.2	January 22, 2019
577	2(a)	Amends penalty description for s.10.3 of Bylaw No. 448 & amends penalty amounts for various sections of Bylaw No. 448	March 26, 2020
580	2(a) 2(b) 2(c)	Amends subsection to reflect amendment bylaw 528 Amends references to subsections Inserts subsection 21(l)	April 21, 2020
582	Sched A	Amends penalties under Bylaw no. 413 (Parking) sections 10(a) to 10(l) and section 12	May 21, 2020

# VILLAGE OF LIONS BAY

## BYLAW NO. 385, 2006

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# Village of Lions Bay

## Bylaw Notice Enforcement

### Bylaw No. 385, 2006

A bylaw respecting the enforcement of bylaw notices in conjunction with the North Shore Bylaw Adjudication Registry

The Council of the Municipality of Village of Lions Bay enacts as follows:

#### **Part 1 Citation**

- 1.1 This Bylaw may be cited as Bylaw Notice Enforcement Bylaw No. 385, 2006 (North Shore Bylaw Notice Dispute Adjudication Registry).

#### **Part 2 Severability**

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

#### **Part 3 Definitions**

- 3.1 In this bylaw:

"Act" means the *Local Government Bylaw Notice Enforcement Act*;

"Municipality" means the Municipality of the Village of Lions Bay;

"Registry" means the North Shore Bylaw Notice Adjudication Registry established pursuant to Part 8 of this Bylaw.

#### **Part 4 Terms**

- 4.1 The terms in this bylaw have the same meaning as the terms defined in the Act.

#### **Part 5 Bylaw Contraventions**

- 5.1 The bylaw and bylaw contraventions designated in Schedule A may be dealt with by bylaw notice.

#### **Part 6 Offence and Penalty**

- 6.1 The penalty for a contravention referred to in Part 5 is as follows:

- 6.1.1 subject to subsection 6.1.2 and 6.1.3, is the Penalty amount set out in column A1 of Schedule A,
- 6.1.2 if received by the Municipality within 14 days of the person receiving or being presumed to have received the notice, is the Early Payment Penalty set out in column A2 of Schedule A,
- 6.1.3 if more than 28 days after the person received or is presumed to have received the bylaw notice, is subject to a late payment surcharge in addition to the penalty under subsection 6.1.1, and is the Late Payment Penalty set out in column A3 of Schedule A,

## **Part 7      Period for Paying a Disputed Notice**

- 7.1. A person who receives a bylaw notice must, within 14 days of the date on which the person received or is presumed to have received the bylaw notice:
  - 7.1.1 pay the penalty, or
  - 7.1.2 request dispute adjudication by filling in the appropriate portion of the bylaw notice indicating either a payment or a dispute and delivering it, either in person during regular office hours, or by mail, to the Village of Lions Bay Village Office.
- 7.2 A person may pay the indicated penalty after 14 days of receiving the notice, subject to the applicable surcharge for late payment accordance with subsection 6.1.3, but no person may dispute the notice after 14 days of receiving the bylaw notice.
- 7.3 Pursuant to the requirements of section 25 of the Act, where a person was not served personally with a bylaw notice and advises the Municipality that they did not receive a copy of the original notice, the time limits for responding to a bylaw notice under Part 6 and section 7.1 of this bylaw do not begin to run until a copy of the bylaw notice is re-delivered to them in accordance with the Act.

## **Part 8      Bylaw Notice Dispute Adjudication Registry**

- 8.1 The Registry is established as a bylaw notice dispute adjudication system in accordance with the Act to resolve disputes in relation to bylaw notices.
- 8.2 The Municipality is authorized to enter into, and the Mayor and Administrator are authorized to execute, a dispute adjudication system agreement or amended agreement with the District of North Vancouver and such other neighbouring jurisdictions as may wish to be a part of the Registry, such agreement to be attached to this bylaw as the new Schedule B upon execution by the Municipality.

[Amended by Bylaw No. 555]

- 8.3 Every person who is unsuccessful in a dispute adjudication in relation to a bylaw notice or a compliance agreement under the dispute adjudication system established under this section must pay the Municipality an additional fee of \$25 for the purpose of the Municipality recovering the costs of the adjudication system.

## **Part 9      Screening Officers**

9.1      The position of screening officer is established.

9.2      The following are designated classes of persons that may be appointed as screening officers:

9.2.1   Village Manager

9.2.2   Corporate Secretary

9.2.3   Treasurer

9.2.4   Bylaw Enforcement Officer

[Amended by Bylaw No. 415, 2009]

and Council may appoint screening officers from these classes of persons by name of office or otherwise.

## **Part 10     Powers, Duties and Functions of Screening Officers**

10.1    The powers, duties and functions of screening officers are as set out in the Act, and include the following powers:

- 10.1.1 Where requested by the person against whom a contravention is alleged, communicate information respecting the nature of the contravention, the provision of the bylaw contravened, the facts on which the contravention allegation is based, the penalty for a contravention, the opportunity to enter into a compliance agreement, the opportunity to proceed to the bylaw notice dispute adjudication system and the fee or fees payable in relation to the bylaw notice enforcement process;
- 10.1.2 To communicate with any or all of the following for the purposes of performing their functions under this bylaw or the Act:
- (a) the person against whom a contravention is alleged or their representative;
  - (b) the officer issuing the notice;
  - (c) the complainant or their representative;
  - (d) the Municipality's staff and records regarding the disputant's history of bylaw compliance.
- 10.1.3 To prepare and enter into compliance agreements under the Act with persons who dispute bylaw notices, including to establish terms and conditions for compliance that the Screening Officer considers necessary or advisable, including time periods for payment of penalties and compliance with the bylaw;
- 10.1.4 To provide for payment of a reduced penalty if a compliance agreement is entered into, as provided in column A4 of Schedule A; and
- 10.1.5 To cancel bylaw notices in accordance with the Act or Municipal policies and guidelines.
- 10.2 The bylaw contraventions in relation to which a Screening Officer may enter into a compliance agreement are indicated in column A4 of Schedule A.
- 10.3 The maximum duration of a compliance agreement is one year.

## **Part 11 Bylaw Enforcement Officers**

- 11.1 Persons acting as any of the following are designated as bylaw Enforcement Officers for the purposes of this bylaw and the Act:
- 11.1.1 Special constables, officers, members or constables of:
- (a) The provincial police force as defined in section 1 of the *Police Act*, or
  - (b) The Royal Canadian Mounted Police;
- [Amended by Bylaw No. 415, 2009]
- 11.1.2 Bylaw enforcement officers appointed pursuant to the *Police Act* and *Community Charter*;
- 11.1.3 Local assistants to the fire commissioner under section 6 of the *Fire Services Act*;

11.1.4 Bylaw enforcement officers, licensing inspectors, building inspectors, animal control officers or other persons acting in another capacity on behalf of a municipality, regional district or local trust committee for the purpose of enforcement of one or more of its bylaws.

## **Part 12      Form of Bylaw Notice**

12.1    The Municipality may from time to time provide for the form or forms of the bylaw notice, provided the bylaw notice complies with section 4 of the Act.

### **Schedules**

Schedule A - Designated Bylaw Contraventions and Penalties

Schedule B – North Shore Bylaw Dispute Adjudication Registry Agreement



**READ A FIRST TIME** this 5<sup>th</sup> of September, 2006

**READ A SECOND TIME** this 5<sup>th</sup> of September, 2006

**READ A THIRD TIME** this 5<sup>th</sup> of September, 2006

**ADOPTED** this 19<sup>th</sup> of September, 2006

\_\_\_\_\_

**Mayor**

\_\_\_\_\_

**Administrator**

Certified a true copy of  
By-law No. 385, 2006  
as adopted.

\_\_\_\_\_  
Administrator

**Schedule 'A' to Bylaw No. 385**

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
<b>BUILDING REGULATION BYLAW, NO. 234, 1994</b>						
234	5 (a)	Construct without a building permit	\$300	\$280	\$320	YES
234	5 (c)	Tamper with posted notice	\$500	\$475	\$500	NO
234	5 (d)	Work contrary to approved plans	\$300	\$280	\$320	YES
234	5 (e)	Obstruct Village officer or employee	\$500	\$475	\$500	NO
234	5 (f)	Fail to stop work	\$500	\$475	\$500	YES
234	5 (h)	Submit false information	\$500	\$475	\$500	YES
234	6 (b)	Unauthorized use of Village property	\$100	\$90	\$110	YES
234	10.1	Secondary Suite contrary to bylaw requirements	475	450	500	YES
234	12	Fail to post building permit	\$300	\$280	\$320	NO
234	16 (a)	Occupy without approval	\$300	\$280	\$320	YES
<b>NOISE CONTROL BYLAW NO. 283, 1998</b>						
283	2	Sound which disturbs	\$110	\$100	\$120	NO
283	3	Decibel level	\$110	\$100	\$120	NO
283	4 (a)	Continuous sound	\$110	\$100	\$120	NO
283	4 (b)	Construction sound	\$220	\$200	\$240	YES
283	5 (a)	Improper use of vehicle horn	\$110	\$100	\$120	NO
283	5 (b)	Car alarm noise	\$110	\$100	\$120	NO
<b>TREES, VIEWS AND LANDSCAPES BYLAW NO. 393, 2007, as amended</b>						
393	3.2	Obstruct Village Official	\$300	\$250	\$350	NO
393	3.3	Cut tree without permit	\$475	\$450	\$500	NO
393	3.4.5	Cut tree after expiry of permit	\$400	\$350	\$450	NO
393	3.4.6	Tree cut by unqualified owner or contractor	\$475	\$450	\$500	NO
393	3.4.8	Tree cut without exemption during bird nesting period	\$475	\$450	\$500	NO
393	3.4.9	Failure to provide insurance certificate prior to commencement of work	\$475	\$450	\$500	YES
393	3.5	Tree damaging activities	\$475	\$450	\$500	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
393	Schedules A and B	Failure to replant in accordance with approved plan and permit	\$400	\$350	\$450	YES
<b>GOOD NEIGHBOR BYLAW NO. 412, 2009</b>						
412	5.1.1	Create or cause a nuisance	\$200	\$185	\$215	YES
412	5.1.2	Permit a nuisance	\$200	\$185	\$215	YES
412	5.1.3	Allow unsightly parcel	\$200	\$185	\$215	YES
412	5.1.4 (a)	Allow an unsightly accumulation	\$200	\$185	\$215	YES
412	5.1.4 (b)	Permit or cause water to collect	\$200	\$185	\$215	YES
412	5.1.4 (c)	Store rubbish where visible	\$200	\$185	\$215	YES
412	5.1.4 (d)	Place graffiti	\$100	\$90	\$110	YES
412	5.1.4 (g)	Accumulate building materials	\$100	\$90	\$110	YES
412	5.1.4 (h)	Storage or accumulation of motor vehicle	\$100	\$90	\$110	YES
412	5.2.1	Fail to abate nuisance	\$100	\$90	\$110	YES
412	5.2.2 (a)	Fail to remove unsightly accumulation	\$100	\$90	\$110	YES
412	5.2.2 (b)	Fail to prevent or clear insect infestation	\$100	\$90	\$110	YES
412	5.2.2 (d)	Fail to clear parcel of brush, noxious weeds and grass	\$100	\$90	\$110	YES
412	5.2.2 (e)	Fail to shield or deflect outdoor light	\$100	\$90	\$110	YES
412	5.2.2 (f)	Fail to repair or remove fence	\$200	\$185	\$215	YES
412	7.3.2	Interfere with, resist or obstruct authorized person	\$500	\$475	\$500	NO
<b>TRAFFIC AND PARKING BYLAW NO. 413, 2009</b>						
413	8 (1)	Fail to obey traffic control device	\$100	\$90	\$110	NO
413	8 (2)	Interfere with traffic control device	\$300	\$200	\$400	NO
413	8 (3)	Plant interferes with traffic control device	\$45	\$35	\$55	YES
413	8 (4)	Illegal traffic control device	\$45	\$35	\$55	YES
413	10 (a)	Park in contravention of a traffic control device	\$195	\$150	\$240	NO
413	10 (b)	Fail to display insurance decal	\$135	\$105	\$165	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
413	10 (c)	Park on or too near crosswalk	\$135	\$105	\$165	NO
413	10 (d)	Park near traffic control device	\$135	\$105	\$165	NO
413	10 (e)	Park on bridge	\$135	\$105	\$165	NO
413	10 (f)	Park near fire hydrant/equipment	\$240	\$210	\$270	NO
413	10 (g)	Park to obstruct or interfere with traffic/maintenance	\$240	\$210	\$270	NO
413	10 (h)	Park without permit for zone	\$195	\$150	\$240	YES
413	10 (i)	Park too near driveway	\$135	\$105	\$165	NO
413	10 (j)	Park more than 72 hours	\$165	\$120	\$210	NO
413	10 (k)	Park more than 24 hours in snow	\$135	\$105	\$165	NO
413	10 (l)	Park in intersection	\$135	\$105	\$165	NO
413	11 (1)	Park extraordinary vehicle overnight	\$100	\$90	\$110	YES
413	11 (2)	Unattached trailer	\$100	\$90	\$110	YES
413	12	Park near school	\$135	\$105	\$165	NO
413	16	Fail to comply with direction of enforcement officer	\$100	\$90	\$110	NO
413	17	Hinder, obstruct or delay enforcement officer	\$100	\$90	\$110	NO
413	19	Operate sound broadcasting vehicle	\$45	\$35	\$55	NO
413	20	Drive over fire hose	\$80	\$70	\$90	NO
413	21 (a)	Drop or spill on highway	\$45	\$35	\$55	NO
413	21 (b)	Noxious flow on highway	\$45	\$35	\$55	NO
413	21 (c)	Damage plants/grass on highway	\$100	\$90	\$110	NO
413	21 (d)	Damage or deface highway	\$100	\$90	\$110	NO
413	21 (e)	Dead animal on highway	\$45	\$35	\$55	NO
413	21 (f)	Camp on highway	\$45	\$35	\$55	NO
413	21 (g)	Make fire on highway	\$100	\$90	\$110	NO
413	21 (h)	Unsecure load	\$100	\$90	\$110	NO
413	21 (i)	Urinate/defecate on highway	\$100	\$90	\$110	NO
413	21 (j)	Overweight vehicle on highway	\$100	\$90	\$110	NO
413	21 (k)	Operate vehicle with lugged wheels	\$100	\$90	\$110	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
413	21 (l)	Camp, loiter, imbibe alcohol in parking lot	\$100	\$90	\$110	No
413	24	Sell/display goods/services on highway	\$100	\$90	\$110	YES
413	25	Chattel/structure on highway	\$100	\$90	\$110	YES
413	26	Dumpster on highway	\$100	\$90	\$110	YES
413	27	Accumulations on highway	\$100	\$90	\$110	YES
413	28	Unfenced excavation near highway	\$100	\$90	\$110	YES
413	29	Construction obstructing highway	\$100	\$90	\$110	YES
413	31	Fail to disperse on highway when directed	\$100	\$90	\$110	NO
413	32	Skate/blade/scoot without helmet	\$45	\$35	\$55	NO
<b>ANTI-IDLING BYLAW NO. 416, 2010</b>						
416	3	Unlawful idling	\$100	\$90	\$110	YES
<b>FIRE BYLAW NO. 428, 2011</b>						
428	27	Unauthorized entry to area limited for Fire Rescue purposes	\$100	\$80	\$120	NO
428	28	Hinder Fire Rescue operations	\$450	\$425	\$475	NO
428	29	Damage or destroy Fire Rescue apparatus or equipment	\$450	\$425	\$475	NO
428	30	Drive vehicle over Fire Rescue equipment without permission	\$100	\$80	\$120	NO
428	31	Falsely represent to be Fire Rescue member	\$100	\$80	\$120	NO
428	32	Obstruct/interfere with approach to Fire Rescue incident	\$200	\$180	\$220	NO
428	33	Interfere with fire hydrant	\$450	\$425	\$475	NO
428	34	Fail to maintain clearance around fire hydrant	\$50	\$40	\$60	YES
428	35	Fail to address fire hazard when ordered	\$450	\$425	\$475	YES
428	36	Construct fire pit or fire ring	\$100	\$80	\$120	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
428	37	Burn wood outside a building	\$100	\$80	\$120	NO
428	38	Open burning	\$100	\$80	\$120	NO
428	39	Drop burning substance into or near combustible material	\$100	\$80	\$120	NO
428	40	Burn or use combustion device outside when banned	\$100	\$80	\$120	YES
428	41	Burn unauthorized material inside or outside a building	\$100	\$80	\$120	NO
428	42	Use water contrary to designated purpose, hours or methods	\$100	\$80	\$120	NO
428	44	Fail to install sprinklers in new residence	\$450	\$425	\$475	YES
428	45	Fail to install sprinklers during alteration to residence	\$450	\$425	\$475	YES
428	46	Fail to install fire extinguisher	\$100	\$80	\$120	YES
428	47	Fail to install smoke alarms	\$100	\$80	\$120	YES
428	48	Use fireworks when under age 18	\$50	\$40	\$60	NO
428	49	Use unauthorized Consumer Fireworks	\$100	\$80	\$120	NO
428	50	Use High Hazard Fireworks	\$200	\$180	\$220	NO
428	52	Fail to comply with order to address violations, requiring re-inspection	\$450	\$425	\$475	YES
<b>PESTICIDES BYLAW NO. 430, 2011</b>						
430	3	Use of pesticide for cosmetic purposes	\$250	\$225	\$275	NO
430	4	Use of non-permitted pesticide	\$250	\$225	\$275	NO
<b>PARKS REGULATIONS BYLAW NO. 448, 2012</b>						
448	5.1	Damage park	\$500	\$475	\$500	YES
448	5.2	Molest animals or birds	\$100	\$90	\$100	NO
448	5.3	Contaminate water in park	\$500	\$465	\$500	NO
448	5.4	Release water in park	\$500	\$465	\$500	NO
448	5.5	Improper climbing on structure	\$100	\$90	\$110	NO
448	5.6	Litter in park	\$100	\$90	\$110	NO
448	5.7	Unlawful waste in park receptacle	\$100	\$90	\$110	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
448	6.1	Fireworks in park	\$250	\$230	\$270	NO
448	6.2	Make fire in park	\$100	\$90	\$110	NO
448	6.3	Improper barbecue in park	\$100	\$90	\$110	NO
448	6.5	Place burning substance in park	\$250	\$230	\$270	NO
448	6.6	Enter park at fire risk	\$250	\$230	\$270	NO
448	7.1	Sell/display goods/services in park	\$100	\$90	\$110	YES
448	7.2	Advertise in park	\$100	\$90	\$110	YES
448	7.3	Amplified noise in park	\$100	\$90	\$110	NO
448	8.1	Organized activity in park with no contract	\$100	\$90	\$110	NO
448	9.1	Operate motorized watercraft near beach	\$250	\$230	\$270	NO
448	9.2	Motorized vehicle or device in park	\$250	\$230	\$270	NO
448	9.3	Unauthorized entry to closed park	\$250	\$200	\$300	NO
448	10.1	In park outside open hours	\$250	\$200	\$300	NO
448	10.3	Enter or remain in closed or restricted park	\$450	\$400	\$500	NO
448	11.1	Create a nuisance in park	\$250	\$200	\$300	NO
448	11.2	Obstruct use and enjoyment of park	\$250	\$200	\$300	NO
448	11.3	Fail to comply with direction of enforcement officer	\$250	\$200	\$300	NO
448	11.4	Obstruct or delay enforcement officer	\$250	\$200	\$300	NO
448	11.5	Urinate/defecate in park	\$250	\$200	\$300	NO
448	12.1	Store watercraft on beach	\$100	\$90	\$100	YES
448	12.2	Camp in park	\$250	\$200	\$300	NO
448	12.3	Prohibited sport in park	\$100	\$90	\$110	NO
<b>WASTE COLLECTION BYLAW NO. 455, 2013</b>						
455	5	Excess garbage	\$60	\$50	\$70	NO
455	6	Fail to securely house wildlife attractants	\$300	\$280	\$320	YES
455	6	Garbage receptacle encroaching on street	\$60	\$50	\$70	NO
455	10	Solid waste out before 5 AM	\$60	\$50	\$70	NO

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
455	11	Placing for collection inappropriate substance	\$60	\$50	\$70	NO
455	18	Storage not wildlife resistant, single family residential	\$60	\$50	\$70	NO
455	19	Storage not wildlife resistant, multi-family and commercial	\$60	\$50	\$70	NO
455	21	Fail to repair wildlife resistant containment	\$60	\$50	\$70	NO
455	22 (a)	Feeding dangerous wildlife	\$300	\$280	\$320	NO
455	22 (a)(b)	Storing edible wildlife attractants	\$300	\$280	\$320	YES
455	22 (c)	Bee hives accessible to wildlife	\$60	\$50	\$70	NO
455	22 (d)	Outdoor fridge or freezer accessible to wildlife	\$60	\$50	\$70	NO
455	22 (e)	Meat waste in compost	\$60	\$50	\$70	NO
<b>ANIMAL CONTROL &amp; LICENSING BYLAW NO. 461, 2014</b>						
461	5.1	No dog license	\$85	\$75	\$95	YES
461	5.5	No dog tag	\$40	\$30	\$50	YES
461	6.3	Fail to remove dog waste	\$60	\$50	\$70	NO
461	6.6.1	Dog at large	\$85	\$75	\$95	NO
461	6.6.5	Allow dog barking	\$85	\$75	\$95	NO
461	6.6.6	Keep more than three dogs	\$110	\$100	\$120	YES
461	6.7.1	Dog in prohibited area	\$60	\$50	\$70	NO
461	7.1(a)	Fail to provide food or water	\$60	\$50	\$70	NO
461	7.1(c)	Fail to exercise dog	\$60	\$50	\$70	NO
461	7.1(e)	Fail to provide medical care for dog	\$60	\$50	\$70	NO
461	7.2	Fail to provide proper shelter for dog	\$60	\$50	\$70	NO
461	7.4	Choke collar/neck cord used to tether	\$60	\$50	\$70	NO
<b>OUTDOOR WATER USE BYLAW NO. 484, 2015</b>						
484	6.1	Fail to Follow Water Conservation Level 1	\$100	\$75	\$125	NO
484	6.1	Fail to Follow Water Conservation Level 2	\$150	\$125	\$175	NO
484	6.1	Fail to Follow Water Conservation Level 3	\$200	\$175	\$225	NO
<b>ZONING AND DEVELOPMENT BYLAW NO. 520, 2017</b>						



Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
520	3.2	Non-compliance with bylaw	\$300	\$250	\$350	NO
520	4.3	Use prohibited in all zones	\$475	\$450	\$500	NO
520	4.3.7	Short-term rental without a Temporary Use Permit	\$475	\$450	\$500	NO
520	4.5	Accessory building, structure or use not permitted	\$400	\$350	\$450	NO
520	4.10	Fence or retaining wall contrary to bylaw	\$300	\$250	\$350	NO
520	4.11	Visibility obstruction contrary to bylaw	\$250	\$200	\$300	NO
520	4.12	Home-based business contrary to conditions	\$300	\$250	\$350	YES
520	4.13-4.14	Off-street parking requirements not met	\$350	\$300	\$400	YES
520	4.15	Parking and storage of commercial or industrial vehicles, equipment, or materials contrary to bylaw	\$475	\$450	\$500	NO
520	4.16	Temporary structure without valid permit	\$250	\$200	\$300	NO
520	4.17	Metal shipping container contrary to permitted uses	\$250	\$200	\$300	NO
520	4.18	Solar energy device not installed per requirements of bylaw	\$150	\$100	\$200	NO
520	4.19	Building or structure contrary to flood protection provisions	\$450	\$400	\$500	YES
520	7.1-7.11	Use, siting, setback, height, size or density not permitted in RS-1 Zone	\$450	\$400	\$500	YES
520	8.1-8.6	Use, siting, setback, height, size or density not permitted in RM-1 Zone	\$450	\$400	\$500	YES
520	9.1-9.5	Use, siting, setback, height, size or density not permitted in C-1 Zone	\$450	\$400	\$500	YES
520	10.1-10.5	Use, siting, setback, height, size or density not permitted in C-2 Zone	\$450	\$400	\$500	YES

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty if Compliance Agreement shows "Yes")
520	11.1-11.2	Use, siting, setback, height, size or density not permitted in C-3 Zone	\$450	\$400	\$500	YES
520	12.1-12.2	Use, siting, setback, height, size or density not permitted in W-1 Zone	\$450	\$400	\$500	YES
520	13.1-13.2	Use, siting, setback, height, size or density not permitted in W-2 Zone	\$450	\$400	\$500	YES
520	14.1-14.5	Use, siting, setback, height, size or density not permitted in CU-1 Zone	\$450	\$400	\$500	YES
520	15.1-15.2	Use, siting, setback, height, size or density not permitted in RU-1 Zone	\$450	\$400	\$500	YES
520	16.1-16.2	Use, siting, setback, height, size or density not permitted in RS-1 Zone	\$450	\$400	\$500	YES

[Successively replaced by Bylaw Nos. 434, 492, 495]  
 [Amended by Bylaw No. 507, 2016]  
 [Amended by Bylaw No. 533, 2017]  
 [Amended by Bylaw No. 555, 2019]  
 [Amended by Bylaw No. 577, 2020]  
 [Amended by Bylaw No. 580, 2020]

### Schedule B

#### NORTH SHORE BYLAW NOTICE DISPUTE ADJUDICATION REGISTRY AGREEMENT

This Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019

#### BETWEEN:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, 355 West Queens Road,  
 North Vancouver, BC, V7N 4N5

("DNV")

#### AND:

**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER**, 750-17<sup>th</sup> Street, West  
 Vancouver, British Columbia, V7V 3T3

("DWV")

**AND:**

**BOWEN ISLAND MUNICIPALITY**, Box 279, 981 Artisan Lane, Bowen Island, British Columbia, V0N 1G0

("BIM")

**AND:**

**THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY**, Box 141, 400 Centre Road, Lions Bay, British Columbia, V0N 2E0

("VLB")

**Witnesses that Whereas:**

- A. Local governments have the authority under the Act to adopt a bylaw designating certain bylaw contraventions that can be enforced by way of bylaw notice as an alternative to traditional bylaw enforcement mechanisms; and,
- B. Two or more local governments may enter into an agreement, adopted by a bylaw of each local government that is party to it, to provide for the joint administration of a local government bylaw notice dispute adjudication system; and,
- C. The Parties have established the Registry pursuant to the Act and they jointly administer and share the costs the Registry; and,
- D. The Parties have agreed to administer the Registry in accordance with the terms and conditions set out in this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

### **Definitions**

1. In this Agreement:

**"Act"** means the *Local Government Bylaw Notice Enforcement Act*;

**"Agreement"** means this Agreement;

**"Authorizing Bylaws"** means the bylaws adopted by the Councils of each of the Parties authorizing this Agreement;

**"Bylaw Notice"** has the meaning given to it in the Act;

**"Oversight Committee"** means the North Shore Bylaw Notice Dispute Adjudication Registry's Oversight Committee;

**"Parties"** means all of the signatories to this Agreement and any other local authorities which may become signatories to this Agreement from time to time;

**"Party"** means any one of the Parties;

**"Registry"** means the North Shore Bylaw Notice Dispute Adjudication Registry established by this Agreement;

### **Joint Registry**

2. The Parties to this Agreement agree to jointly operate a local government bylaw notice dispute adjudication system to be known as the North Shore Bylaw Notice Dispute Adjudication Registry. It is further agreed that the DNV will operate the Registry on behalf of the Parties.

### **Operating Concept**

3. The DNV will establish, fund and operate the Registry. The DNV will recover its costs of operating the Registry by charging the other Parties on a per-adjudication basis for their proportional use of the Registry's services.

### **Registry Oversight**

4. The Parties agree to establish the Oversight Committee. Each Party will appoint one representative to serve on the Oversight Committee. The Parties agree that representatives will be paid employees of their respective local governments and will not be remunerated by the Registry.

5. The Parties agree that the purpose of the Oversight Committee is to ensure that:
  - a) the Registry is operating in compliance with the Act and Authorizing Bylaws;
  - b) the operation of the Registry is meeting the needs of the Parties; and,
  - c) the expenses of the Registry remain reasonable and the per-adjudication cost recovery mechanism remains fair.

### **Operations and Logistics**

6. The Parties agree that:
  - a) the Registry will be located in the municipal offices of the DNV, 355 West Queens Rd, North Vancouver, B.C., V7N 4N5;
  - b) the Registry will administer the bylaw notice dispute adjudication system;
  - c) disputes will be heard by an adjudicator in the circumstances prescribed in the Act and Authorizing Bylaws;
  - d) the DNV will select the adjudicators who may hear and determine disputes from the provincial roster of adjudicators established by the Attorney General pursuant to the Act;
  - e) adjudicators will be assigned to individual disputes in the manner prescribed by the applicable regulation pursuant to the Act or policy established by the Oversight Committee;
  - f) responsibility for the appointment, administration and funding of the position of screening officer will reside with each Party individually and will not in any way be a function of the Registry; and,
  - g) The DNV will provide and supervise all administrative services required by the Registry, subject to the following:
    - i) the collection of any fees, fines or penalties levied against an unsuccessful party in the dispute adjudication process will be the responsibility of the relevant Party if not collected by the Registry immediately following the adjudication; and,
    - ii) any penalty arising directly out of the bylaw notice itself may be paid to the relevant Party or to the Registry,

and any amounts collected by or paid to the Registry pursuant to (i) and (ii) will be credited to the relevant Party and subtracted from the amount owing by that Party for their proportional use of the dispute adjudication system.

**Finance, Invoicing and Reporting**

7. Each Party is responsible for its own start-up and any other costs with respect to its participation in the Registry.
8. The budget year of the Registry is the calendar year.
9. The DNV will prepare an annual operating budget for the Registry within the DNV corporate budgeting process and will fund the operation of the Registry from this budget. The DNV will recover its costs of operating the Registry, plus an administrative fee for establishing, funding and administering the Registry, from the other Parties.
10. The Registry operating budget will be based on the annual number of adjudications anticipated from each Party. The budget will set out the operational funds required by the Registry for the carrying out of its mandate and responsibilities, including:
  - a) the estimated operational expenditures for:
    - i) office and administration including financial reporting and administrative services;
    - ii) bylaw dispute adjudicators; and
    - iii) other functions of the Registry;
  - b) the anticipated revenues (if any) of the Registry;
  - c) the difference between estimated revenues and operational expenditures for the Registry; and,
  - d) the anticipated cost per adjudication that will form the basis for invoicing Parties for use of the Registry's services.
11. Each Party must pay for its proportional use of the Registry's services. The DNV will issue an invoice for such costs (less any amounts collected directly by the Registry and deducted in accordance with section 6(g)) following each day of adjudication. The Party will pay the DNV the amount in the invoice within thirty (30) days of receipt of such invoice.
12. The Parties agree that all costs relating to legal services, witnesses, screening officers and bylaw enforcement officers as they pertain to the dispute adjudication process, and to the activities of the Registry more generally, will be borne by the relevant Party which issued the bylaw notice in question and will not be borne by the Registry or by the DNV on behalf of the Registry.
13. No Party, nor the DNV in the name of the Registry, shall incur expenses or indebtedness on behalf of, or in the name of, the Registry outside of those in the approved DNV annual operating budget for the Registry. Requests for additional expenditure or the incurring of indebtedness must be made to the Oversight Committee. If supported by the Oversight Committee, the request will be forwarded to the DNV. The Chief Financial Officer for the DNV

shall review all such requests that are additional to the approved annual operating budget for the Registry and has sole discretion to approve, subject to adhering to DNV budget approval processes and timeframes, or to reject such requests.

14. The DNV will ensure that its General Manager of Finance conducts and oversees the financial reporting and record keeping of the Registry based on normal municipal finance procedures, subject to the requirements outlined in this Agreement. With respect to financial administration of the Registry, the Chief Financial Officer for the DNV will:
  - a) exercise the duties and powers of the officer responsible for financial administration as provided in the *Community Charter* in maintaining the financial records for the Registry on behalf of the Parties;
  - b) ensure that accounting and payroll records of the Registry are properly prepared and maintained, such records to include payroll, accounts payable, cash receipts and disbursements, accounts receivable, general ledger, subsidiary cost ledger, financial statements and reports and supporting documents to the foregoing;
  - c) provide, when possible, any additional financial reports or analysis that the Oversight Committee may request; and,
  - d) direct employees and officers of the Registry to the extent necessary to ensure that the systems and procedures established for financial controls are in effect and are in accordance with the *Community Charter*.
15. The DNV will cooperate with any reasonable request by a Chief Financial Officer for a Party for access to financial records, user statistics and other information of the Registry. The Chief Financial Officer of a Party may, acting reasonably, with a view to minimizing the administrative burden on the DNV and no more than once per year of the term of this Agreement, conduct audits or examinations to obtain information or determine that adequate financial controls are being maintained for the Registry.

### **Indemnity and Insurance**

16. The Parties agree that in the event that the DNV is named in a legal action arising in any way, directly or indirectly, from the operation or administration of the Registry or any adjudication conducted pursuant to this Agreement, then the Party who issued the Bylaw Notice associated with or giving rise to the legal action will indemnify the DNV for all of its costs, including staff time and solicitors and professional fees and disbursements, for responding to and defending against such legal action except in the case of dishonesty, gross negligence or malicious or wilful misconduct by the DNV. Such costs will be paid within 30 days of receipt of an invoice for same from the DNV.
17. Each Party is responsible for maintaining its own liability insurance in respect of its participation in this Agreement. Such insurance must cover any liability that may arise from the negligence of such Party related directly or indirectly to or arising in any way from participation in this Agreement. Each Party must immediately inform the other Parties if the insurance coverage required herein is cancelled, expired or has otherwise lapsed.

**General Provisions**

18. The Parties will negotiate in good faith any proposed amendment(s) to this Agreement upon request by any Party. All amendments to this Agreement must be in writing and executed by each Party.
19. The Parties will submit any dispute arising out of the interpretation or application of this Agreement:
  - a) first, to the Oversight Committee to resolve the dispute;
  - b) second, if the Oversight Committee is unable to resolve the dispute within sixty (60) days, to the Chief Administrative Officers of the Parties; and,
  - c) third, if the Chief Administrative Officers are unable to resolve the dispute within sixty (60) days, to the Inspector of Municipalities or, at the election of the Parties, to a commercial arbitrator appointed by agreement or, failing agreement, appointed pursuant to the *Commercial Arbitration Act*, for final determination and the determination of the Inspector or arbitrator as applicable will be final and binding upon the Parties.
20. Any Party may withdraw from this Agreement upon six (6) months' written notice to the other Parties.
21. This Agreement comes into effect on the date noted above.



**IN WITNESS WHEREOF** the Parties have executed this Agreement on the date above written:

THE CORPORATE SEAL of THE )  
CORPORATION OF THE DISTRICT OF )  
NORTH VANCOUVER was hereunto )  
affixed in the presence of: )

Mayor —) )

C/S

Municipal Clerk —) )

THE CORPORATE SEAL of THE )  
CORPORATION OF THE DISTRICT OF )  
WEST VANCOUVER was hereunto affixed )  
in the presence of: )

Mayor —) )

C/S

Municipal Clerk —) )

THE CORPORATE SEAL of BOWEN )  
ISLAND MUNICIPALITY was hereunto )  
affixed in the presence of: )

Mayor —) )

C/S

Municipal Clerk —) )

THE CORPORATE SEAL of THE )  
MUNICIPALITY OF THE VILLAGE OF )  
LIONS BAY was hereunto affixed in the )  
presence of: )

Mayor —) )

C/S

Municipal Clerk —) )

