



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF LIONS BAY HELD ON TUESDAY, DECEMBER 17, 2019 at 7:00 PM COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY

AGENDA

1. **Call to Order**
2. **Adoption of Agenda**
3. **Public Participation (2 minutes per person totalling 10 minutes maximum)**
4. **Public Delegation Requests Accepted by Agenda Deadline (10 minutes maximum)**
5. **Review & Approval of Minutes of Prior Meetings**
 - A. Regular Council Meeting – December 3, 2019 (Page 5)
THAT the Regular Council Meeting Minutes of December 3, 2019 be approved as circulated.
6. **Business Arising from the Minutes**
7. **Unfinished Business**
 - A. Follow-Up Action Items from Previous Meetings

#	Meeting Date	Description of Action Item	Person Responsible
104	September 17, 2019	G2: Letter from Minister of Public Safety re. Speeding on Sea to sky – CAO DeJong to contact the CAO's of Squamish, Whistler and Pemberton	CAO DeJong
118	November 19, 2019	R2: Ian Mackie re: Air Quality in Lions Bay – Received; Mayor to respond	Mayor McLaughlin
119	December 3, 2019	G2: Order of BC – 2020 Call for Nominations – Staff to include in the next Village Update	CAO DeJong
120	December 3, 2019	R1: Ian Mackie re: Air Quality – Mayor to respond	Mayor McLaughlin

8. **Reports**
 - A. Staff

- i. CAO: 2020 Council Meeting Schedule (Page 13)
 - (1) THAT the proposed Council meeting dates for 2020 set out in this report, including option [A/B/C], be approved by Council;
 - (2) THAT Council considers publication of the meeting schedule in the Village Update to be reasonably equivalent to that which would be provided by a newspaper publication if it were practicable; and
 - (3) THAT staff publish the 2020 Council meeting schedule in the Village Update and in accordance with legislative requirements.

- ii. PWM: 210 Panorama Road Encroachment Agreement and Section 219 Covenant (Page 17)
 - (1) THAT the Municipality enter into an Encroachment Agreement with the Owners of 210 Panorama Road in substantially the same form as the draft Agreement attached to this report;
 - (2) THAT the said Encroachment be registered against the property at 210 Panorama Road in the Land Title Office by way of a Section 219 Covenant in substantially the same form as the draft attached to this report; and
 - (3) THAT the CAO and Mayor be authorized to execute both the Licence of Occupation and Section 219 Covenant.

- iii. PWM: 240 Oceanview Road Encroachment Agreement and Section 219 Covenant (Page 75)
 - (1) THAT the Municipality enter into a new Encroachment Agreement and Section 219 Covenant with the Owners of 240 Panorama Road in substantially the same form as the draft Agreement and Covenant attached to this report;
 - (2) THAT the said Section 219 Covenant be registered against the property at 240 Oceanview Road in the Land Title Office; and
 - (3) THAT the CAO and Mayor be authorized to execute both the Encroachment Agreement and the Section 219 Covenant.

- iv. DEPC: Emergency Plan and Annexes (Page 111)
 - (1) THAT Council adopt the draft 2019 Lions Bay Emergency Plan as the official Emergency Plan for the Village of Lions Bay.
 - (2) THAT Council adopt the draft EOC Annex as a supporting document to the 2019 Lions Bay Emergency Plan to guide the activation and operation of an Emergency Operations Centre in the event of an emergency or disaster.
 - (3) THAT Council adopt the draft Emergency Support Services (ESS) Annex as a supporting document to the 2019 Lions Bay Emergency Plan to guide the operations of ESS activities within the Village of Lions Bay and;
 - (4) THAT Council adopt the draft External Contacts Annex as a supporting document to the 2019 Lions Bay Emergency Plan.

- v. DEPC: Information Report – Lions Bay Alert (Page 243)
 THAT the Information Report, “Lions Bay Alert Update” be received.
- vi. CAO: Website and Village Update Content Policy No. 1704 (Page 245)
 THAT the Website and Village Update Policy No. 1704” be amended in accordance with the tracked change version of the policy attached to this report.
- B. Mayor – None
- C. Council – None
- D. Committees – None
- E. Emergency Services – None

9. Resolutions

10. Bylaws

- A. Emergency Plan Bylaw No. 566, 2019 – Adoption (Page 253)
 THAT Emergency Plan Bylaw No. 566, 2019 be adopted.
- B. Fees Bylaw No. 497, 2016, Amendment Bylaw No. 567, 2019 – Adoption (Page 261)
 THAT Fees Bylaw No. 497, 2016, Amendment Bylaw No. 567, 2019 be adopted.

11. Correspondence

- A. List of Correspondence to December 12, 2019 (Page 289)
 THAT the following actions be taken with respect to the correspondence:

12. New Business

13. Public Questions & Comments (2 minutes on any topic discussed in this meeting)

14. Closed Council Meeting

Proposed topics for discussion in the absence of the public:

- A. Citizen of the Year and Citizen of Distinction Awards
- B. Disposition of Land

THAT the meeting be closed to the public on the basis of matters to be considered under the following sections of the *Community Charter*:

- 90 (1)** A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;
- e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2);

Council does not anticipate reconvening the open meeting for any purpose other than to adjourn the meeting generally and report out if applicable.

[OR]

Council anticipates reconvening the open meeting to discuss the following item(s):

- 15. Reporting Out from Closed Portion of Meeting**
- 16. Adjournment**



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

REGULAR MEETING OF THE COUNCIL

OF THE VILLAGE OF LIONS BAY

HELD ON TUESDAY, DECEMBER 3, 2019 at 7:00 PM

COUNCIL CHAMBERS, 400 CENTRE ROAD, LIONS BAY

MINUTES

In Attendance:

Council: Mayor Ron McLaughlin
Councillor Neville Abbott
Councillor Fred Bain
Councillor Norm Barmeier
Councillor Jaime Cunliffe

Staff: Chief Administrative Officer Peter DeJong
Chief Financial Officer Pamela Rooke
Public Works Manager Nai Jaffer
Executive Assistant Nicole Dumas (Recorder)

Delegations: 0

Public: 0

1. Call to Order

Mayor McLaughlin called the meeting to order at 7:02 p.m.

2. Adoption of Agenda

Moved/Seconded

THAT item 8Aiii PWM: Verbal Report - Kelvin Grove Water Treatment Plant Update be added;

THAT item 8Aiv PWM: Verbal Report - Ocean View Road Engineering Study Update be added;

THAT item 8Av PWM: Verbal Report – Water Quality Article be added;

THAT item 8Bi Mayor: Verbal Report – Mayor's Council & RCMP be added;

THAT item 8Bii Mayor: Verbal Update –MLA Sturdy be added;

THAT item 8Biii Mayor: Verbal Report – Pianos be added;

THAT item 8Biv Mayor: Verbal Report – Metro Wood Burning Update be added;
 THAT item 8Bv Mayor: Verbal Report – LGMA Exchange be added;
 THAT item 8Bvi Mayor: Verbal Report – Village of Anmore Cell Tower Revenue be added;
 THAT item 8Bvii Mayor: Verbal Report – Cell Tower Time Table be added;
 THAT item 8Di. Infrastructure Committee be added;
 THAT item – Fee Bylaw amendment be added as an On Table addition to item 10A; and
 THAT the agenda be adopted, as amended.

CARRIED

3. Public Participation (2 minutes per person totalling 10 minutes maximum)

None

4. Public Delegation Requests Accepted by Agenda Deadline (10 minutes maximum)

None

5. Review & Approval of Minutes of Prior Meetings

A. Regular Council Meeting – November 19, 2019

Moved/Seconded

THAT the Regular Council Meeting Minutes of November 19, 2019 be approved as circulated.

CARRIED

6. Business Arising from the Minutes

A. Action Items 113 & 114: Acting Mayor - Response to be Circulated

Councillor Jaime Cunliffe will circulate the response.

Audio: 00:09:58

7. Unfinished Business

A. Follow-Up Action Items from Previous Meetings

#	Meeting Date	Description of Action Item	Action
104	September 17, 2019	G2: Letter from Minister of Public Safety re. Speeding on Sea to sky – CAO DeJong to contact the CAO's of Squamish, Whistler and Pemberton	In progress
115	October 15, 2019	Bill Srigley of 205 Panorama Place and Stewart Nimmo of 202 Panorama Place - Public Works Manager and CAO to follow up by November 19 th	In progress
116	October 15, 2019	G3: Climate Leaders Institute – Councillor Cunliffe to respond	Completed

117	November 19, 2019	G2: Letter re: Notification Regarding Update to Metro 2040 –Mayor to ask Metro if they can tailor the presentation for Lions Bay and include a presentation on wood-burning	Completed
118	November 19, 2019	R2: Ian Mackie re: Air Quality in Lions Bay – Received; Mayor to respond	Completed – discuss at next meeting

8. Reports

A. Staff

i. EA: Information Report – Public Feedback on Funding the 3rd PRV with Borrowing or Reserves

CAO DeJong advised Council that to date, responses include 18 in Favour, 7 not in favour, 3 that did not seem to have a preference. Percentage wise: 65% in favour, 25% against, 10% not applicable. He also reminded Council that these responses are neither a referendum nor an alternative approval process, but rather just public feedback to take into consideration.

Public Works Manager Jaffer explained that the design for the 3rd PRV was provided by AECOM; it is a standard design that we can use as a template. In terms of the two-PRV project - The PRV for Upper Bayview is typical; however, the mountain control valve is not a typical PRV as it allows water to automatically transfer from the Harvey side to the Magnesia side via SCADA control. As such, the design for the Bayview School PRV is the same as the Upper Bayview PRV.

Moved/Seconded

THAT the Information Report, “Public Feedback on Funding the 3rd PRV with Borrowing or Reserves” be received.

CARRIED

Audio: 00:18:45

ii. CAO: Request for Decision – Funding the 3rd PRV – MFA Borrowing or Reserves

CAO DeJong highlighted the key parts of the report, namely, that it is important to retain the reserves for upcoming infrastructure projects as grant funding is becoming more difficult to obtain and some will not qualify for grants at all.

Mayor McLaughlin put forward that he is in favour of funding the 3rd PRV via MFA Borrowing. Councillor Abbott expressed that he prefers to spend reserve money, including funds from last year’s Infrastructure Levy, so taxpayers can receive the benefit of that now. Councillor Barmeier stated he would like to defer to the professional opinion of the Chief Financial Officer.

Moved/Seconded

THAT the third PRV adjacent to the school be funded via MFA borrowing.

CARRIED

OPPOSED: COUNCILLOR ABBOTT

Moved/Seconded

AND THAT staff take all required steps associated with this direction.

CARRIED

Audio: 00:28:31

iii. PWM: Verbal Report - Kelvin Grove Water Treatment Plant Update

Public Works Manager Jaffer explained that based on feedback received from the Infrastructure Committee, we'll be issuing an RFP instead of a tender, in order to provide more flexibility in the parameters for selection of the best overall bid. The document has been rewritten and reviewed by our Engineer; however, we can't issue it until we receive our bypass permit from the Ministry Environment as it will contain strict requirements on monitoring and sampling. We hope to receive the permit by December 11, 2019 and get the RFP published shortly thereafter.

iv. PWM: Verbal Report - Ocean View Road Engineering Study Update

Public Works Manager Jaffer stated that we are currently hoping for a report by 18th of December, which will allow time for staff to review and bring back to the Infrastructure Committee for their review by mid-January.

v. PWM: Verbal Report – Water Quality Article

This matter was deferred to the closed meeting for further discussion.

B. Mayor

i. Mayor's Council Verbal & RCMP

Mayor McLaughlin stated that during a recent Mayor's Council meeting, he had an opportunity to meet Brenda Butterworth-Carr, Assistant Deputy Minister and Director of Police Services for the Province reporting to Minister of Public Safety and Solicitor General, Mike Farnworth. The Mayor and the CAO will follow up with her regarding any opportunities to advance the proposition for Average Speed Over Distance (ASOD).

ii. MLA Sturdy

Mayor McLaughlin stated that he will attend the upcoming visit.

iii. Pianos

Five Pianos were offered as donations to the Village of Lions Bay, and Mayor McLaughlin has accepted one offer of a very good condition piano that comes with a chair and stand. A second piano donation will be accepted with the intention that it will be for public use down at the beach, if practicable.

iv. Metro Wood Burning

Mayor McLaughlin indicated there will be more to report on this topic in the new year.

v. LGMA Exchange

Lions Bay feature article to be in next issue - work in progress.

vi. City of Anmore Cell Tower Revenue

The mayor indicated the Village of Anmore is considering suggested the CAO have a chat with the Anmore CAO about projected revenues.

vi. Cell Tower Time Table

Sometime in January staff should receive the feedback report from SBA. Should come back to Council shortly thereafter. CAO DeJong will bring a report back to Council regarding options for the Municipality.

C. Council

i. Councillor Barmeier: Decision re: EV Charging Station Location

The corner of Crosscreek Rd. and Oceanview Dr. was determined as the best location for the EV charging station. An electrical contractor and BC Hydro will need to be engaged next, and a site plan developed. Staff indicated they are searching LTO for relevant surveys but will likely need to engage a surveyor. Councillor Barmeier suggested an architect would be needed to develop site plan with costs in the range of \$1,500 - \$1,800.

D. Committees

i. Infrastructure Committee

Councillor Bain advised that the Infrastructure Committee had endorsed the 3rd PRV on safety grounds at their last meeting. The discussion regarding a Village Update article was deferred to the Closed meeting.

E. Emergency Services

None

9. Resolutions

A. Borrowing Resolution

Moved/Seconded

THAT Council approve borrowing from the Municipal Finance Authority of British Columbia, as part of the 2020 Spring Borrowing Session, \$600,000 as authorized through “Infrastructure Master Plan Financing Loan Authorization Bylaw No. 508, 2016” and that the Metro Vancouver Regional District be requested to consent to our borrowing over a twenty (20) year term and include the borrowing in their Security Issuing Bylaw.

CARRIED

OPPOSED: CLR. ABBOTT

10. Bylaws

A. Fees Bylaw Amendment

CAO DeJong highlighted the amendments made since the last Council meeting, with special attention paid to the storage container or office trailer fees.

Moved/Seconded

THAT Fees Bylaw No. 497, 2016, Amendment Bylaw No. 567, 2019 be amended further by adding subsections 2 (e)(ii) and (iii), as amended.

CARRIED

Moved/Seconded

THAT Fees Bylaw No. 497, 2016, Amendment Bylaw No. 567, 2019 be given third reading, as amended.

CARRIED

B. Emergency Plan Bylaw

Moved/Seconded

THAT Emergency Plan Bylaw No. 566, 2019 be amended to make the bylaw more generic by removing the word “their” throughout.

CARRIED

Moved/Seconded

THAT Emergency Plan Bylaw No. 566, 2019 be read a third time, as amended.

CARRIED

11. Correspondence

A. List of Correspondence to November 30, 2019

Moved/Seconded

THAT the following actions be taken with respect to the correspondence:

- G1: Ltr to Premier – MVA Modernization - Received
- G2: Order of BC – 2020 Call for Nominations – Staff to include in the next Village Update
- R1: Ian Mackie re: Air Quality – Mayor to Respond
- R2: Bill Srigley re: View Bylaw – Has been answered by CAO
- R3: Valori McKay re: View Bylaw – Received
- R4: John Dudley re: Tree Bylaw – Received
- R5: Anne-Marie Halliday re: View Bylaw – Received
- R6: David Halliday re: View Bylaw – Received
- R7: PWM Response to Anonymous Correspondence re. PRVs – Received
- R8: CAO Response to Correspondence from Penny Nelson re. PRVs - Received

CARRIED

Councillor Abbott requested that the last two items be added to the Feedback Report regarding this matter at Item 8Ai.

12. New Business

A. Exercise Circuit Budget

Mayor McLaughlin conveyed a request from a resident to develop an exercise circuit in the vicinity of Marjorie Meadows and the Highway Tank. To be put on the list for budget discussion.

B. December 17, 2019 - Meeting

Mayor McLaughlin noted that many of his Metro colleagues were cancelling Council meetings leading up to Christmas holidays. Staff indicated a need to bring a few matters of import to the December 17th meeting, such as adoption of the Fees Bylaw amendments, so cancelling the meeting would be problematic.

C. 52 Brunswick

CAO DeJong advised that the owners of 52 Brunswick currently have a storage container on our highway in front of their lot and are requesting permission to keep it, or an office trailer, in place for an estimated 6 – 8 months. CAO DeJong asked that Council approve the request, subject to the requirements of the Fees Bylaw.

Moved/Seconded

THAT the owners of 52 Brunswick Beach Road be permitted to place on the highway in front of their lot a storage container, office trailer or similar chattel as needed in association with their Building Permit, subject to siting approval by the Public Works Manager and payment of the applicable fee.

CARRIED

13. Public Questions & Comments (2 minutes on any topic discussed in this meeting)

14. Closed Council Meeting

Moved/Seconded

THAT the meeting be closed to the public on the basis of matters to be considered under the following sections of the *Community Charter*:

90 (1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

(c) labour relations or other employee relations;

(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public; and

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

(n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2).

90 (2) A part of a council meeting must be closed to the public if the subject matter being considered relates to one or more of the following:

(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party;

CARRIED

Council does not anticipate reconvening the open meeting for any purpose other than to adjourn the meeting generally and report out if applicable.

The meeting was closed to the public at 8:38 p.m.

The meeting was re-opened to the public at 8:55 p.m.

15. Reporting Out From Closed Portion of Meeting

16. Councillor Bain, as the Infrastructure Committee Chair, to ask one of the IC members to write an article with Public Works Manager Jaffer for the Village Update regarding water quality in Lions Bay.

17. Adjournment

Moved/Seconded

THAT the meeting be adjourned.

CARRIED

The meeting was adjourned at 8:55 p.m.

Mayor

Corporate Officer

Date Approved by Council:	



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	2020 Council Meeting Calendar		
Author	Peter DeJong	Reviewed By:	
Date	December 12, 2019	Version	
Issued for	December 17, 2019 Council Meeting		

Recommendation:

- (1) THAT the proposed Council meeting dates for 2020 set out in this report, including option [A/B/C], be approved by Council;
- (2) THAT Council considers publication of the meeting schedule in the Village Update to be reasonably equivalent to that which would be provided by a newspaper publication if it were practicable; and
- (3) THAT staff publish the 2020 Council meeting schedule in the Village Update and in accordance with legislative requirements.

Attachments:

None.

Key Information:

The *Community Charter* requires that Council post a schedule of all regular Council meetings for the coming year and advertise the same for two consecutive weeks in accordance with the requirements of the *Charter*. This includes publication in a local newspaper or by alternative means as long as the notice:

- (a) is given within the same time period as required for publication,
- (b) is given with the same frequency as required for publication, and
- (c) provides notice that the council considers is reasonably equivalent to that which would be provided by newspaper publication if it were practicable.

It is recommended that Council resolve to use the Village Update as an alternative means in accordance with the requirements noted above. This procedure is also generally used for the advertisement requirements of the Annual Report each year.



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Council meetings are normally scheduled for the first and third Tuesdays of each month, but may be altered by Council resolution. The following represents a proposed schedule for the upcoming year 2020, for Council's consideration:

January 14 and 28: These dates represent a shift to the 2nd and 4th Tuesdays of the month due to the difficulty of preparing an agenda over the holidays for the first Tuesday of the month. The January 14th date will allow for Council to consider its position prior to the Metro Climate Action Committee meeting of January 17th. CFO Rooke will have utility budgets ready for review on January 28th.

February 11 and 25: These dates, falling on the 2nd and 4th Tuesdays of the month, allow for a gap of two weeks between meetings flowing from the shift in January. Utility budget bylaws will be scheduled for 3 readings and adoption at these successive meetings.

March 10 and 24: Again, these dates flow from the previous months' shift to the 2nd and 4th Tuesdays and will include budget reports for discussion. Consideration may be given for a Budget CSC on one of these dates rather than a meeting, with a financial presentation for the public.

April 7 and 21: The extra days in March enable a return to the 1st and 3rd Tuesdays in April, with 3 readings of the financial plan and property tax bylaws scheduled.

May 5 and 19: The financial plan and property tax bylaws will be brought to the meeting on the first Tuesday of the month for consideration of adoption in time to meet the legislative deadline of May 15th.

June 2 and 23: These dates provide for the 1st and 4th Tuesdays with a 3 week break between meetings, with more time for staff to work on substantive matters.

July 7 and 28: Again, these dates would fall on the 1st and 4th Tuesdays with a 3 week break between meetings. The later date in July would also shorten the time before the next meeting in September.

September 22: It is suggested that Council consider cancelling the first meeting in September, as it did in 2019, in recognition of the difficulties in putting together an agenda the last week of summer holidays.



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Staff would like to put forward three alternative suggestions for the fall 2020 schedule:

- A. (i) **October 6 and 20**
(ii) **November 3 and 17**
(iii) **December 1 and 15**

This is the usual schedule of meetings every 2 weeks on the 1st and 3rd Tuesdays.

- B. (i) **October 13**
(ii) **November 3 and 24**
(iii) **December 15**

This would result in meetings every 3 weeks, instead of every 2 weeks, giving staff more time to work on substantive matters and less on meeting preparation and minuting.

- C. (i) **October 20**
(ii) **November 17**
(iii) **December 15**

This would be the same idea as B above but with one less meeting and more time between them for core work+.

Options: If Council is in agreement regarding the January through March adjustments, the key decisions to be made are in respect of the fall dates noted above.

Preferred Option: Staff recommends the January through March dates as set out above and either B or C for the fall dates, with an option to add a Special Meeting or two if necessary should the C schedule be found insufficient due to pressing matters.

Follow Up Action and Communication: Per Council direction and legislative requirements.

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Type	Request for Decision		
Title	210 Panorama Road Encroachment Agreement		
Author	Nai Jaffer	Reviewed By:	Peter DeJong
Date	December 9, 2019	Version	
Issued for	December 17, 2019 Council Meeting		

Recommendation:

- (1) THAT the Municipality enter into an Encroachment Agreement with the Owners of 210 Panorama Road in substantially the same form as the draft Agreement attached to this report;
- (2) THAT the said Encroachment be registered against the property at 210 Panorama Road in the Land Title Office by way of a Section 219 Covenant in substantially the same form as the draft attached to this report; and
- (3) THAT the CAO and Mayor be authorized to execute both the Licence of Occupation and Section 219 Covenant.

Attachments:

- (1) Draft Encroachment Agreement for 210 Panorama Road;
- (2) Draft Section 219 Covenant for 210 Panorama Road.

Key Information:

The Public Works department is supportive of this application. The topography of the land at 210 Panorama Road presents significant challenges with respect to construction and the ability to create off-street parking for the Owner of this lot. Existing wooden retaining walls provide indirect support for the roadway and cul-de-sac and these walls are showing signs of deterioration. The Owner has proposed the construction of a two-level garage structure to enable off-street parking on their lot to facilitate their needs in this regard. The construction of this structure will require an encroachment onto the Municipal Highway in order to support the driveway leading to the new garage structure. This will require the construction of concrete retaining walls which will provide ancillary support to the roadway



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and cul-de-sac, replacing the existing wooden retaining walls presently performing this function.

Public Works staff support this application as it will not interfere with pedestrian, vehicular traffic, or the future installation of underground infrastructure at this location and will provide added structural stability to the roadway and cul-de-sac. The Board of Variance has already approved this project in respect of variances to the setbacks required in [Zoning and Development Bylaw No. 520, 2017](#), as amended.

Options:

- (1) Approve the application;
- (2) Amend the recommendations and approve the application;
- (3) Do not approve the application and instruct staff otherwise.

Preferred Option: Approve the application. The proposed structural retaining walls and garage will enable the Owner to park their vehicles on their property thereby reducing the load to on-street parking at the south end of Panorama Road and will also enhance the structural stability of the road.

Financial Considerations: None

Legal Considerations: Encroachment agreement attached. Section 219 LTO covenant attached.

Follow Up Action: Per Council direction.

Communication Plan: N/A

HIGHWAY ENCROACHMENT AGREEMENT (LICENCE TO OCCUPY)

THIS AGREEMENT dated for reference the 17th day of December, 2019.

BETWEEN:

ROBIN SPANO, residing at 210 Panorama Road, Lions Bay BC, V0N 2E0
(hereinafter called the “**Licensee**”)

AND:

VILLAGE OF LIONS BAY, a municipal corporation, having offices at 400 Centre Road,
Lions Bay BC, V0N 2E0
(hereinafter called the “**Municipality**”)

GIVEN THAT:

- A. The Municipality holds ownership and possession of highways lying and being in the Village of Lions Bay in the Province of British Columbia as per s. 35(1) of the *Community Charter*. The highway subject to this agreement is outlined in black as shown on the sketch plan in Schedule “A”

(the “**Road**”).
- B. The Licensee is the fee simple owner of those lands adjacent to the Road being in the Village of Lions Bay in the Province of British Columbia, more particularly known and described as:

LOT 21 BLOCK 7 DISTRICT LOT 1575 PLAN 10595
PID: 004-210-310

(the “**Licensee’s Property**”).
- C. The Licensee wishes to encroach upon an area of the Road as outlined in black and shaded grey on Schedule “A” to this agreement (the “**Licence Area**”).
- D. The Municipality has agreed that the Licensee may occupy the Licence Area for the purposes and on the terms and conditions herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained herein and sum of \$10.00 now paid by the Licensee to the Municipality and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Licence** – The Municipality, on the terms and conditions set forth herein, grants to the Licensee the non-exclusive right and licence (the “**Licence**”) to access, construct in

accordance with the requirements set forth in the Geotechnical Investigation Report attached as Schedule “B” to this agreement, and to maintain:

- (a) a driveway, including all supporting structures, howsoever constructed;
- (b) retaining walls, whether new or pre-existing, howsoever constructed;
- (c) stairways providing access, whether new or pre-existing, howsoever constructed;

which constitute the “**Works**” within the Licence Area as identified in Schedule “A” for the purposes of accessing the Licensee’s Property, for only the Licensee and its permitted assigns and their servants, agents and invitees and for the Municipality and its successors and assigns and their servants, agents and invitees.

2. **Term and Renewal** – This Licence shall commence on the **17th Day of December, 2019** (the “**Commencement Date**”), and shall terminate upon the occurrence of any of the circumstances detailed in section 3, unless otherwise agreed in writing by the Municipality.

3. **Termination**

- (a) The Licence will automatically terminate upon any of the following occurrences:
 - (i) the Driveway being removed with the permission of the Municipality;
 - (ii) the Licensee breaches a term of this Agreement or the s. 219 Covenant Agreement, dated December 17, 2019 and registered on title to the Licensee’s Property in favour of the Municipality (the “Covenant Agreement”);
 - (iii) at any time upon the Licensee providing written notice to the Municipality; or
 - (iv) at any time upon the Municipality providing at least 6 months written notice of termination to the Licensee.
- (b) The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:
 - (i) if the Licensee defaults in the observance or performance of any of the terms and conditions contained in this Licence and the Licensee fails to cure such default(s) within 30 days after written notice from the Municipality then the Municipality will be entitled to terminate the Licence without limiting the Municipality’s other remedies at law or at equity; and
 - (ii) if the default under subsection (i) reasonably requires more time to rectify or cure than 30 days, the Licensee will be deemed to have complied with the rectification or curing of it if the Licensee commences rectifying or

curing the default within 30 days after notice from the Municipality and diligently completes same as soon thereafter as is reasonably practical.

All of the Licensee's obligations under this Licence that are outstanding on the date that this Licence is terminated will survive the termination of this Agreement. For certainty, the Licensee's obligations to release and indemnify the Municipality shall survive the termination of this Agreement, but only in respect of events occurring before termination of this Agreement.

4. **Powers** – For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:
 - (a) use the Licence Area;
 - (b) have unobstructed access to and from the Licence Area at any and all times;
 - (c) clear the Licence Area and keep it clear of anything which might in the opinion of the Licensee, acting reasonably, constitute an obstruction to the use of the Licence Area by the Licensee; and
 - (d) do all other things on the Licence Area as may be reasonably necessary, desirable and incidental to the use of the Licence Area.
5. **Municipality May Access and May Undertake Work** – The Municipality shall have free access to all parts of the Licence Area. The Municipality is not required to give any notice to repair the Road or the Licence Area.
6. **No Other Improvements** – The Licensee will not, without the prior written consent of the Municipality, construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind including, without limitation, on any part of the Licence Area other than the Works identified in Schedule "A" in accordance with the Covenant Agreement.
7. **Use** – The Municipality will at all times have a priority right to use and occupy any portion or all of the Licence Area, without notice, in order to access other portions of the Road, or the Licensee's property, or to carry out any public service or responsibility that requires use of or access to the Licence Area.

The Licensee acknowledges and agrees that, by granting this Agreement, the Municipality is not accepting any responsibility for the Licensee's use of the Licence Area. The Licensee shall use best efforts to cause a minimum of obstruction and inconvenience in the Licence Area.

8. **Maintenance, Repair, Replacement** - the Licensee, or their successors, shall be solely responsible for maintenance, and if necessary, repair or replacement of the Works and the Municipality shall have no responsibility or liability whatsoever for the Works or any portion thereof; the Licensee shall apply for and obtain explicit permission from the

Municipality before conducting any repair or replacement of the Works or any portion thereof.

9. **Site Clean-up** – Upon termination of this Licence, the Licensee will leave the Licence Area in a tidy condition, and the Licensee, if required by the Municipality in its sole discretion, shall remove all personal property belonging to the Licensee within 60 days after termination of this Agreement. Any personal property not removed by the Licensee shall become the absolute property of the Municipality free of all encumbrances, without payment of any compensation to the Licensee.
10. **No Waste or Nuisance** – The Licensee will not commit or allow any wilful or voluntary waste or destruction of the Licence Area, or do anything that may become a nuisance or annoyance to other occupiers of the Road or adjoining lands. The Licensee will not stockpile or burn any materials on the Licence Area.
11. **Compliance with Laws** – The Licensee will at all times during the currency of this Licence use the Licence Area in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
12. **Assignment** – Except as expressly set out herein, the rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred. Upon transfer of ownership of the Licensee's Property, the Licensee must assign its interests and obligations under this Licence to the new property owner with the prior written consent of the Municipality, such consent which will not be unreasonably withheld or delayed, and provide the Municipality with evidence of such assignment to the Municipality's satisfaction. If the Licensee is unsuccessful in assigning its interest as set out herein within 30 days of the Licensee's Property being transferred, the Licensee agrees to immediately pay to the Municipality upon demand, up to \$2,000 in costs associated with and incurred by the Municipality in the execution of a new licence agreement with the new owner, such costs being determined at the sole discretion of the Municipality.
13. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and that the Municipality will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, its servants, agents, or invitees arising out of this Agreement or its or their use and occupation of the Licence Area.
14. **Indemnity** – The Licensee hereby indemnifies and saves harmless the Municipality, its officers, directors, elected officials, employees and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any

time may be paid or incurred by or claimed against the Municipality, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:

- (a) the uses of the Licensee under this Licence;
- (b) a breach by the Licensee of any of the covenants contained in this Licence;
- (c) any wrongful act or neglect of the Licensee on or about the Licence Area;
- (d) any damage to property related to the Licensee's use and occupancy of the Licence Area;
- (e) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the Licence Area.

This section does not apply to liabilities, damages, costs, claims, suits or actions arising out of the gross negligence or wilful misconduct of the Municipality, its agents, servants, employees or contractors.

15. **Insurance** – The Licensee shall obtain and keep in force throughout the existence of the Licence insurance naming the Municipality as an additional insured and protecting the Municipality and the Licensee (without any rights of cross-claim or subrogation against the Municipality) against claims by any person, including any member of the public using the Road, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Road or other loss relating to the Licensee's use of the Road to an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence (the “**Insurance Policy**”).
 - (a) The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days' written notice to the Municipality.
 - (b) At the time of execution of this Licence, the Licensee shall deliver to the Municipality a copy of the Insurance Policy or an insurance binder or note evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.
 - (c) At any time during the Term of this Licence the Municipality may require the Licensee to provide evidence to it that the Insurance Policy is valid and in full effect.
16. **Breach** – In the event that the Licensee breaches any term, condition, or provision of this Agreement, the Licensee shall remedy the breach within 30 days of receipt of a notice from the Municipality and if the breach is not remedied within that time period, all rights accruing to the Licensee under this Agreement shall cease without further notice to the Licensee, unless the Municipality, in its sole discretion, decides otherwise.
17. **Municipality May Take Action** – If the Licensee fails to do any matter required of them under this Agreement, the Municipality is entitled to take all such actions on the Licensee's

behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, but the Municipality is in no circumstance liable for not taking such action or its manner of doing so, provided that the Municipality acts reasonably. The Licensee shall pay to the Municipality the costs the Municipality incurs pursuant to this provision forthwith upon receipt of an invoice.

18. General

- (a) This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the Municipality and its successors, administrators and assigns.
- (b) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- (c) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- (d) The Schedules attached to this Agreement form part of this Agreement.
- (e) Time is of the essence of this Agreement.
- (f) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
- (g) The Licensee's use of the Licence Area will under all circumstances be viewed as a licence only and will not create nor be deemed to create any property interest in favour of the Licensee in the Licence Area.
- (h) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- (i) Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Municipality or the Council of the Municipality. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Licensee under any other agreement with the Municipality or, if the Municipality so elects, prejudice or affect the Municipality's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the Municipality's discretion, and the rights, powers, duties and obligations of the Municipality under all public and private statutes, by-laws, orders and regulations, which may be, if the Municipality so elects, as fully and effectively exercised in relation to the Road as if this Agreement had not been executed and delivered by the Licensee and the Municipality.

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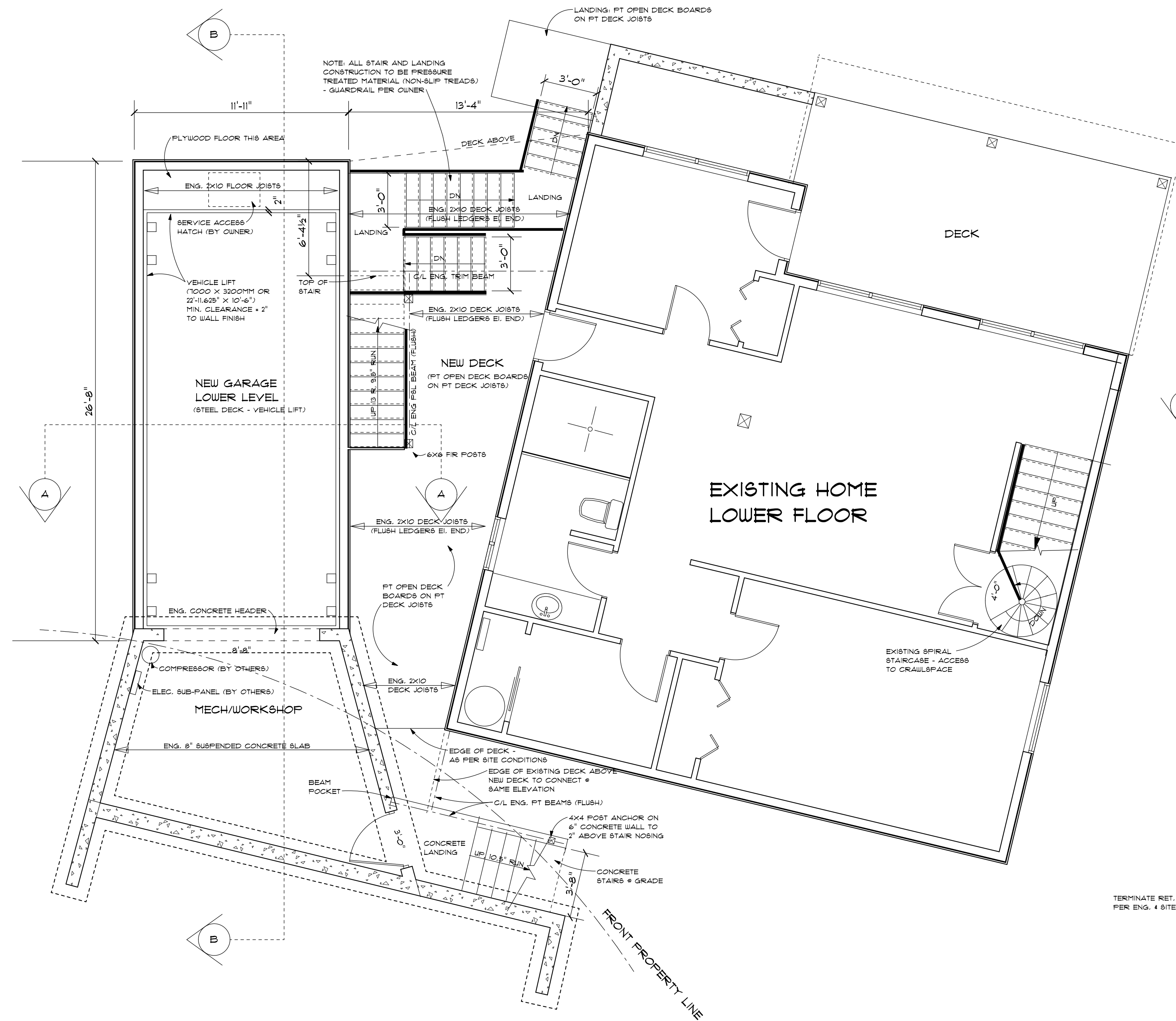
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

Village of Lions Bay)
by its authorized signatories:)
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Mayor)
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Corporate Administrator)

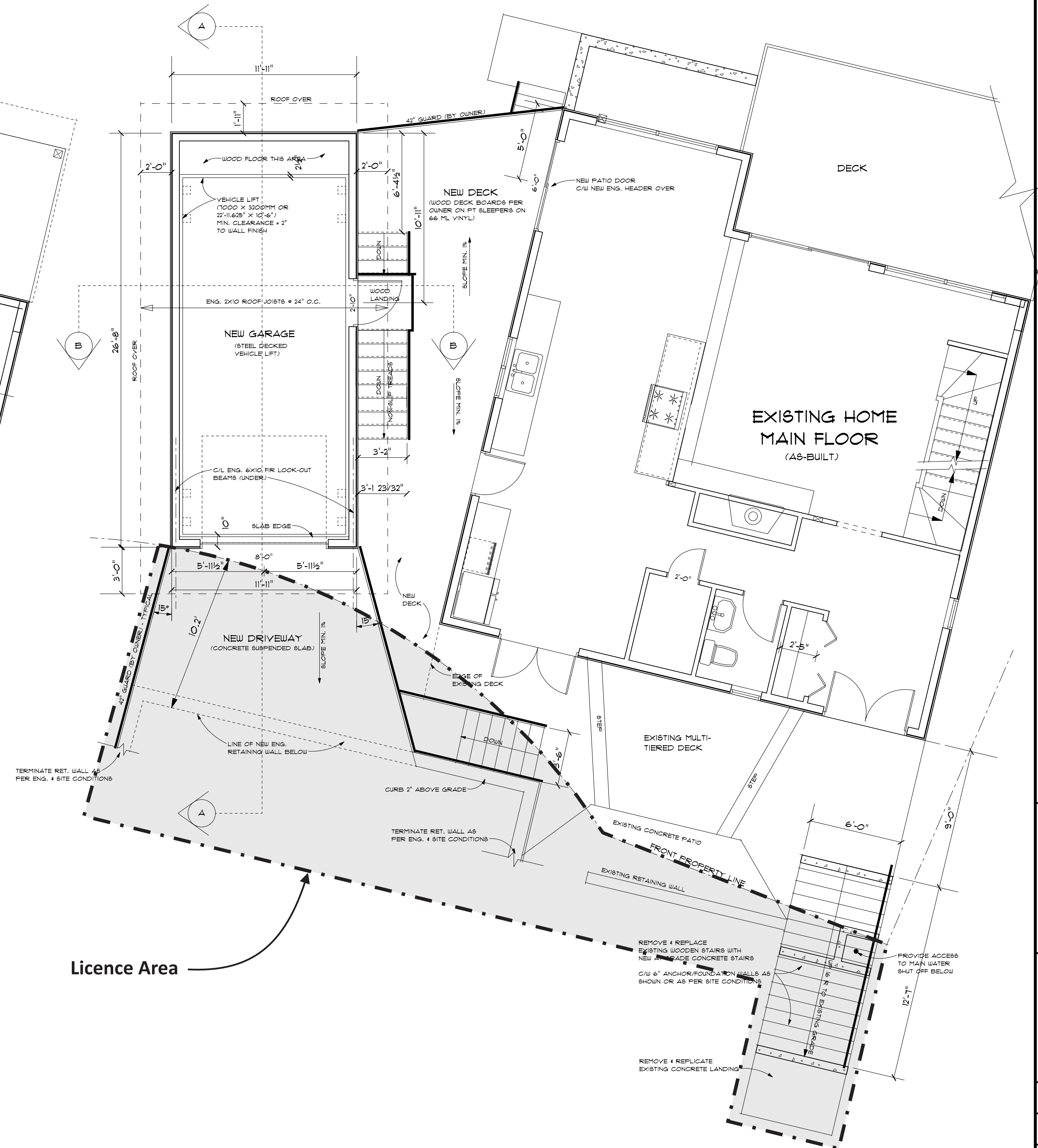
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SCHEDULE A
SKETCH PLAN OF ROAD AND LICENCE AREA

GARAGE AREA = 318 SQ FT
NEW DECK AREA = 187 SQ FT



GARAGE AREA = 318 SQ FT
NEW DECK AREA = 261 SQ FT



Licence Area

Jim Harvey Design

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WHYBROW
RESIDENCE

GARAGE ADDITION
& AS-BUILT FLOOR
PLANS OF EXISTING

PANORAMA RD, LIONS BAY

Fig. Title:

MAIN FLOOR &
LOWER FLOOR
PLANS

August 14, 2019

un By: JIM HARVEY

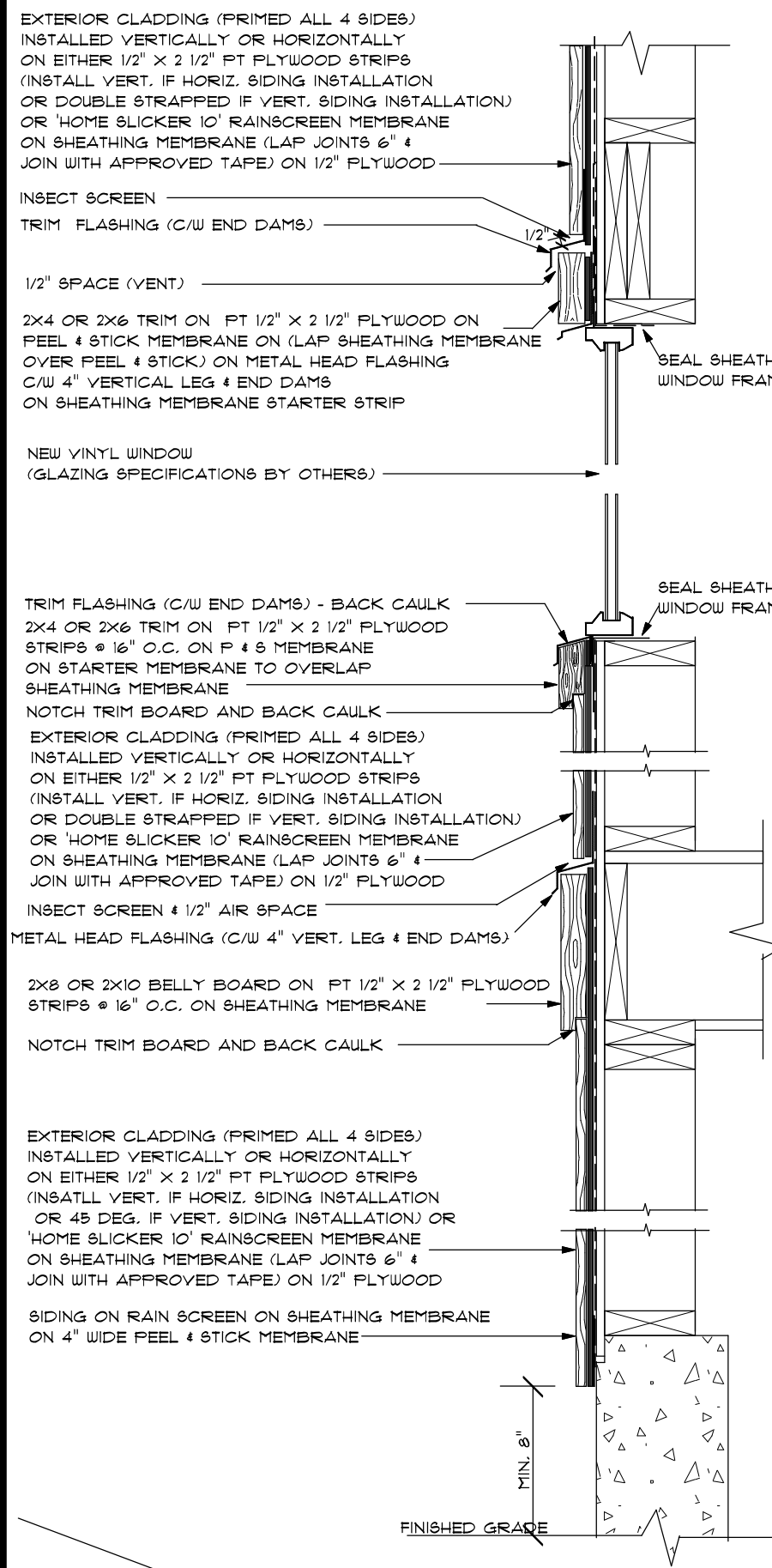
1/4" = 1'

est No.

SHEET ONE OF TWO

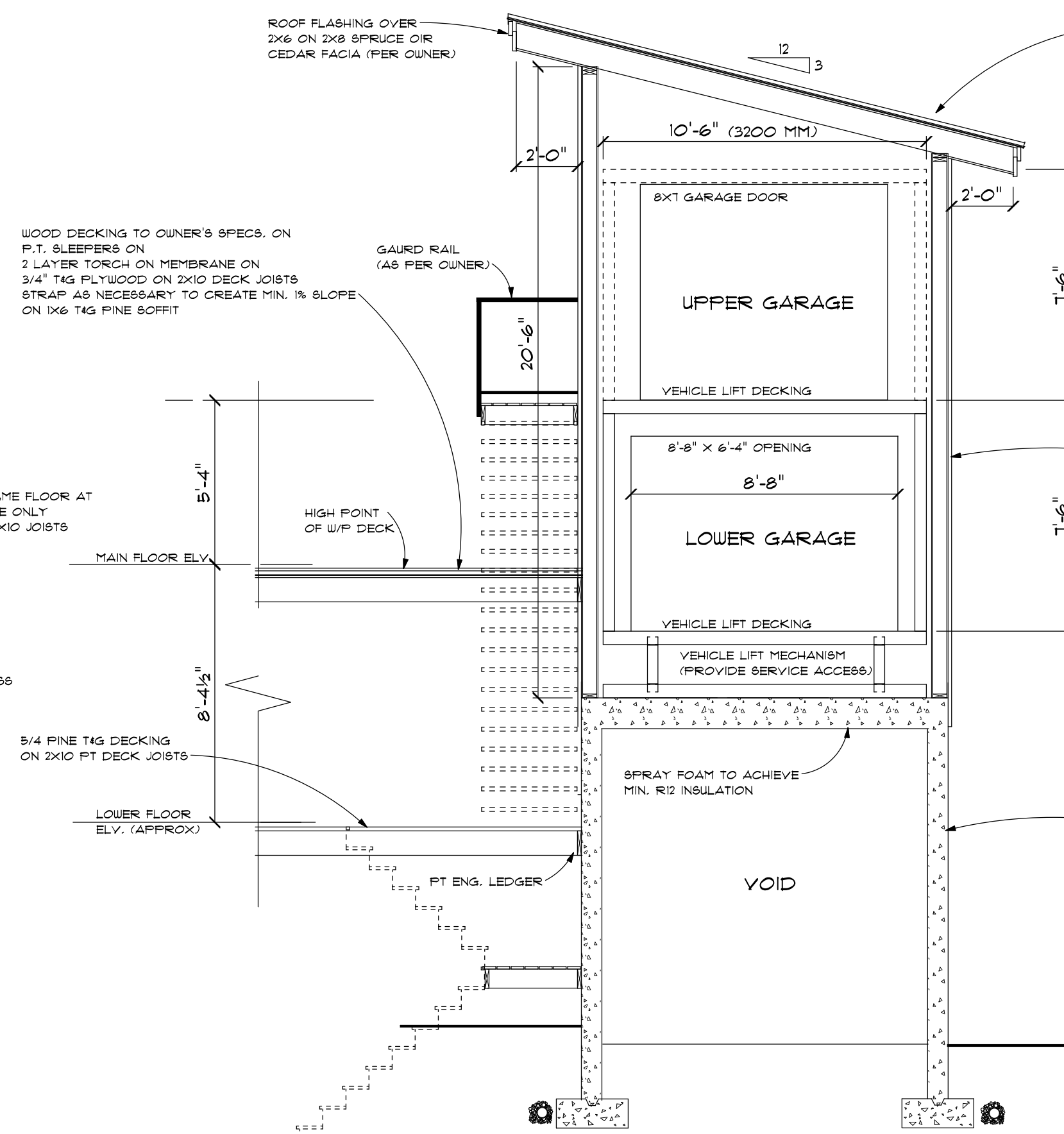
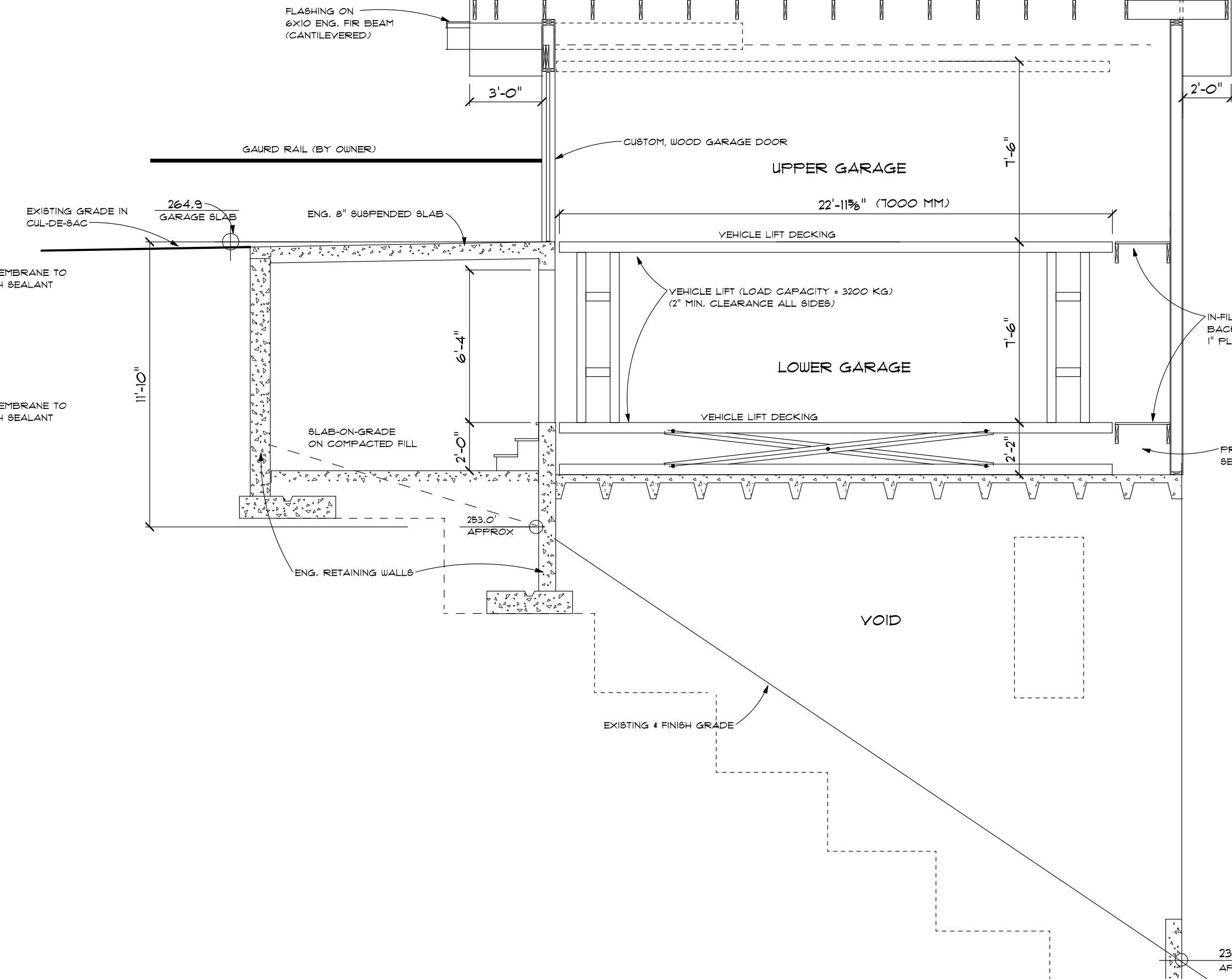
WALL SECTION - TYPICAL
WITH REQUIRED PROTECTION
FROM PRECIPITATION

SCALE: 1" = 1'



CROSS-SECTION 'A'

SCALE: 1/4" = 1'



VAULTED ROOF:
STANDING SEAM METAL ROOFING ON
APPROVED INSULATION
ON ENG. 5/8\"/>

CROSS-SECTION 'B'

SCALE: 1/4" = 1'

EXTERIOR WALL - TYPICAL:
CEDAR SIDING TO MATCH EXISTING
HOME (OR AS PER OWNER) ON RAINSCREEN
(SEE DETAIL THIS PAGE) ON
ENG. PLYWOOD SHEATHING ON 2X6 STUDS @ 16\"/>

FOUNDATION WALL - TYPICAL:
ENG. CONCRETE WALL ON
ENG. FOOTING ON SOLID BEARING
(TO BE CONFIRMED BY GEOTECH)
C/W MIN. 18\"/>

FRONT ELEVATION

SCALE: 1/4" = 1'

REAR ELEVATION

SCALE: 1/4" = 1'

LEFT ELEVATION

SCALE: 1/4" = 1'

Jim Harvey DESIGN

WHYBROW
RESIDENCE

GARAGE ADDITION
AS-BUILT FLOOR
PLANS OF EXISTING

210 PANORAMA RD, LIONS BAY

SECTIONS,
ELEVATIONS
& DETAILS

Date: August 14, 2018

Drawn By: JIM HARVEY

Scale: 1/4" = 1'

Sheet No.
SHEET ONE OF THREE

Phone (604) 898-3092 e-mail: jimharveydesign@telus.net

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The Plan and design are
and remain the exclusive
property of James Harvey.
Design and cannot be re-
produced without written
consent.

SCHEDULE B
GEOTECHNICAL INVESTIGATION REPORT



205 – 38026 2nd Ave
Squamish, BC V8B 0C3
604-898-1093

Keith Whybrow
210 Panorama Road
Lions Bay, BC V0N 2E0

15th August, 2019
File: 1231

Attention: Keith Whybrow

**Re: Preliminary Geotechnical Investigation Report, Proposed New Garage,
210 Panorama Road, Lions Bay, BC**

1.0 INTRODUCTION

SFA Geotechnical Inc. (SFA) has been engaged to provide geotechnical recommendations for a proposed new garage at 210 Panorama Road in Lions Bay, BC.

This letter provides geotechnical recommendations related to foundation and retaining wall design for the garage and summarises the results of a slope stability assessment for the site. The recommendations presented in this report are based on inferred soil conditions at the site due to access restrictions which must be confirmed by SFA during construction.

This report has been prepared exclusively for our client, for their use, and the use of others on their design team, however, it remains the property of SFA Geotechnical Inc.

2.0 SITE DESCRIPTION

The site is located at 210 Panorama Road in Lions Bay and is legally described as Lot 21, Block 7, DL 1575, Plan 10595.

The property is on the west side of Panorama Road and slopes from east to west at an average slope angle of between 30 to 32 degrees. It is bound by residential properties to the north and south and Highway 99 to the west.

The proposed garage is to be located on the south side of the existing home, currently improved with a timber deck and approximately 1.4 m from the southern property line. The timber deck will be removed as part of the project. The proposed garage is shown on the architectural drawing attached in Appendix A.

An existing timber crib retaining wall, approximately 2 metres high, supports Panorama Road at the location of the proposed driveway. The retaining wall would need to be removed as part of the proposed development.

3.0 DESKTOP REVIEW

3.1 Surficial Geology

Review of published geological maps¹ for the site suggest that the site is underlain by glaciomarine ice-contact deposits comprising; sand and gravel, stratified to massive and commonly faulted; generally greater than 3 m thick, forming hummocky surfaces and which may be fossiliferous.

The greater slope above the site, is shown to consist of ice-contact glaciofluvial deposits and colluvial deposits. The glaciofluvial deposits were deposited by glacial meltwater and are similar in description to the glaciomarine deposits (above). The colluvial deposits are expected to be the most-recent and are described as; rock fragments in a matrix of, boulders, gravel, sand, silt, and minor clay; 1 to 10 m thick; formed by bedrock weathering or reworking of unconsolidated deposits on steep (>30°) slopes; commonly gullied.

An excerpt from the geological map is shown below on Figure 1:

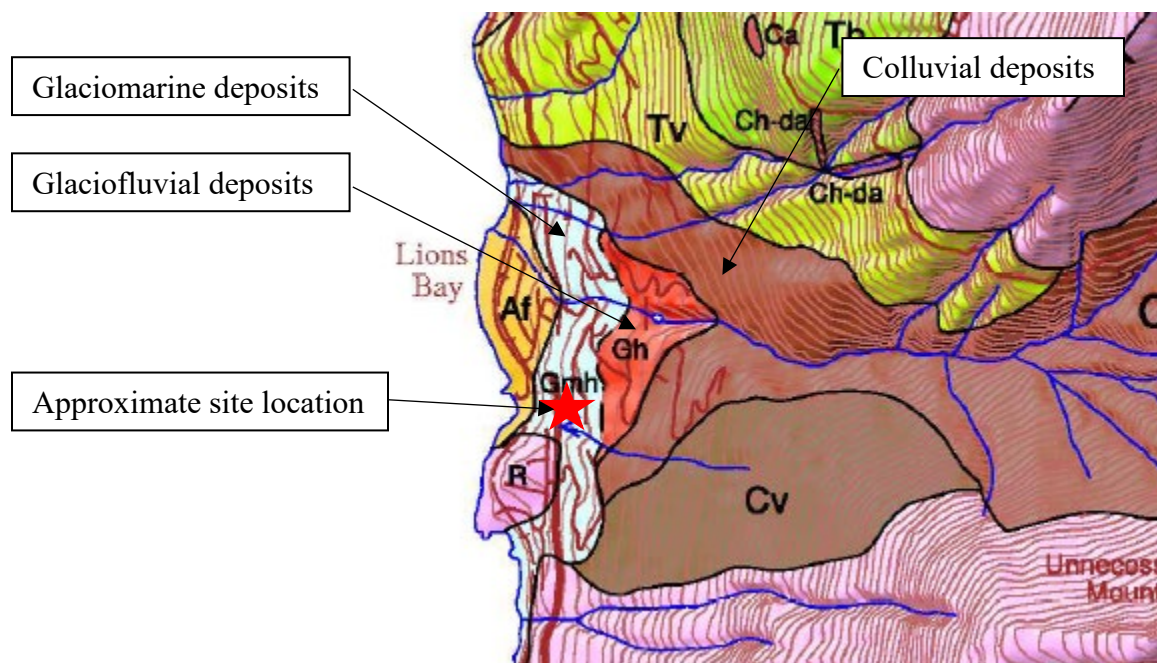


Figure 1: Excerpt from the Surficial Geology of the Lower Sea to Sky Corridor (Blais-Stevens, 2008)

3.2 Village of Lions Bay Natural Hazards

The Village of Lions Bay Natural Hazards Development Permit Area Strategy: Coastal, Creeks and Hillside Hazards (“Cordilleran Report”) has been reviewed as part of this assessment. The hazard report suggests the site is underlain by colluvium over glacial till.

¹ Blais-Stevens, A. (2008). *Surficial geology and landslide inventory of the lower Sea to Sky corridor, British Columbia*. Geological Survey of Canada, Open File 5322, scale 1:50,000.

With respect to natural hazards, the site is located within the following development permit application zones:

- DPA 3A – open slope landslide area;
- DPA 3C – Slopes > 30 degrees.

The site is also shown on the edge of the DPA 2C – Ravine Hazard Zone, which is discussed in Section 5.0.

4.0 INFERRED SUBSURFACE CONDITIONS

The following subsurface conditions are inferred from available geological and geotechnical information. The site was visually assessed by a geotechnical engineer from SFA in May, 2019. It should be appreciated that the actual conditions encountered at the site may differ from those inferred and must be confirmed during construction by SFA.

4.1 Geotechnical Model

The subsurface conditions inferred from our desktop review are summarised below:

Soil Unit	Name	Description	Depth to top of layer (m)	Thickness of layer (m)
1	FILL	Silt and sand, trace to some organics, loose.	0	0 – 1.0
2	Colluvium	Silt, sand and gravel, trace cobbles and boulders, loose to compact.	0 – 1.0	0.8 – 1.8
3	Glacial deposits	Sand and gravel, dense.	1.8 +	> 3.0

4.2 Groundwater Conditions

Perched groundwater should be expected from within the coarse grained soils with higher permeability. The amount of seepage is expected to fluctuate seasonally, especially following heavy rainfall events. An existing drainage path was noted towards the base of the slope, below the proposed improvements which was dry at the time of our review.

5.0 DISCUSSION

5.1 Geotechnical-Hazards

The proposed garage is located within two slope hazard development permit zones, namely DPA 3A & 3C. It is also directly adjacent to the DPA 2C creek hazard zone.

DPA 3A is related to open-slope slides and extends from Highway 99 to the eastern municipal boundary and would require an area-wide assessment which is outside of our scope for the proposed garage. The garage is not expected negatively impact the subject slope and is not expected to transfer any additional landslide risk onto neighbouring properties.

DPA 3C relates to the stability of foundations, excavations, fill-slopes, and water control on slopes that are steeper than 30 degrees and is considered to be the primary geo-hazard to potentially impact the development. SFA has subsequently undertaken a 2D limit-equilibrium based stability analysis to provide geotechnical recommendations for the development. The stability assessment results are provided in

Section 5.4 below.

The DPA 2C creek hazard is related to the south-facing side of the ravine formed by Rundle Creek, approximately 30 meters south of the property. We are of the opinion that the proposed garage is located a sufficient distance back from the top of this ravine that the DPA 2C creek hazard is not relevant to the proposed development.

5.2 Seismicity

The 2018 British Columbia Building Code (2018 BCBC) states that the objective of earthquake-resistant design is to prevent major failure and/or collapse of structures. Structures designed in conformance with the National Building Code of Canada (NBCC) provisions should be able to resist moderate earthquakes without significant damage and major earthquakes without collapse. Collapse is defined as a state where occupants can no longer exit the building because of structural failure. For our analysis, we have relied upon the 2015 NBCC interpolated seismic hazard values from Natural Resources Canada, which are consistent with the 2018 BCBC.

For design purposes, the BCBC 2018 defines a “major” earthquake as one which results in accelerations and velocities with a 2% chance of being exceeded in 50 years which equates to a 1 in 2,475-year probabilistic seismic hazard. The firm ground peak ground acceleration (PGA) at this location is 0.27 g, where g is acceleration due to gravity.

For the purpose of this report, moderate ground shaking has been represented by the mean ground motion with a probability of exceedance of 10% in 50 years. This equates to a 1 in 475-year probabilistic seismic hazard with an associated firm ground PGA of 0.17 g.

Based on published geological information and our visual observations from the site we do not consider the underlying soils to be susceptible to earthquake induced liquefaction in consideration of the 2018 BCBC probabilistic seismic hazard.

Seismicity has been considered in the slope stability assessment outlined below in Section 5.3.

5.3 Slope Stability Assessment

5.3.1 Background

A slope stability assessment was completed at the site to quantify the natural hazard risk and to provide recommendations for the proposed development. Risk tolerance criteria adopted for the assessment was based upon the District of North Vancouver (DNV's) natural hazard risk tolerance criteria, which is considered an industry standard in BC. This criterion is consistent with the Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in BC (APEGBC 2010).

Using a factor-of-safety based approach, the DNV's risk tolerance is specified as follows (DNV 2009):

- New Development:
 - Static FOS > 1.5
 - Seismic FOS (under 1:2475 earthquake loads) > 1.0 or deformation < 0.15m.

- Existing Development:
 - Static FOS > 1.3
 - Seismic FOS (under 1:475 earthquake loads) > 1.0 or deformation < 0.15m.
 - Seismic FOS (under 1:2475 earthquake loads) > 1.0 or deformation < 0.15m.

The risks associated with slopes meeting the above criteria are considered broadly acceptable.

5.3.2 Methodology

A two-dimensional representative cross-section of the site was developed using a combination of site survey, visual observations and ground probing. The stability of the slope was assessed using limit equilibrium analysis methods and SLOPE/W software by GeoSlope (2018 R2). The soil strength parameters were assigned based on visual assessment, slope stability analysis back-analysis and judgement.

The groundwater conditions were inferred from the desktop review, visual observations within the slope and the water elevation within Rundle Creek. The structural loading for foundations was provided by United Building Systems and were included in our analysis.

The estimated slope deformations under seismic conditions were calculated using the pseudo-static slope displacement-based seismic coefficient method as described in the APEGBC Guidelines (2010).

The calculated pseudo-static slope displacement-based seismic coefficient (k_{15}) as described in the APEGBC Guidelines (2010) is 0.16 g.

5.3.3 Stability Results

Our analyses indicate that the existing slope does not meet the tolerance criteria for new developments under static or seismic conditions. However, with adequate foundation embedment and the additional retaining support from the proposed structure the global stability of the slope would be increased to within tolerable levels.

Based on our analyses, a minimum foundation embedment depth of 2 m is required to meet the minimum stability criteria in consideration of static and seismic conditions.

Under static conditions the critical slip surface is located on the down-slope side of the proposed garage with a factor of safety (FoS) of 1.4 (Figure 1, Appendix A). Global slip surfaces related to the proposed garage have factors of safety > 1.6 (Figure 2, Appendix A).

Under seismic conditions, critical failure surfaces have safety factors greater than 1.0, which suggests that post-earthquake slope displacements are likely to be less than 15 cm and meet the stability criteria.

The results of our stability analyses and a copy of our landslide assessment assurance statement are provided in Appendix B and C respectively.

5.4 Retaining Walls

Based on preliminary drawings, two concrete L-shaped retaining walls will be required near the top of the slope. The upper wall would replace the existing timber-crib retaining wall which supports the cul-de-sac at the end of Panorama Drive.

The required embedment depth for L-shaped retaining walls will be governed by the influence of the down-slope footings and the overall global stability of the slope as discussed in Section 5.3 (above). Drainage provisions must be placed behind each retaining wall to prevent the build up of hydrostatic water pressure on the wall.

6.0 DESIGN RECOMMENDATIONS

6.1 Site Preparation

6.1.1 Stripping

Prior to construction, all existing vegetation, topsoil, disturbed or loose fill and/or colluvium should be removed from beneath foundations and slabs on grade to expose a subgrade consisting of dense sand and gravel. Unnecessary disturbance of the slope outside the proposed development footprint should be avoided where possible.

SFA should be requested to review the ground at the time of site stripping to identify the depth of stripping required.

6.1.2 Engineered Fill

Any grade reinstatement beneath grade supported slabs, or pavement sections should be completed with “engineered fill”. In the context of this report any “engineered fill” is defined as clean sand to sand and gravel fill, containing less than 8% fines, compacted in lifts to a minimum standard of 95% of its Modified Proctor Maximum Dry Density (ASTM D698) while at a moisture content that is within 2% of its optimum for compaction.

We recommend the existing materials be well compacted in place using a vibrating plate compactor prior to placing any additional fill if required. The compacted subgrade must be reviewed by SFA prior to placing additional fill materials.

6.2 Foundations

Spread footings orientated perpendicular to the slope are the geotechnically preferred foundation type at this site. A minimum embedment depth of 2 m is required to achieve the recommended global slope stability criteria outlined in Section 5.3.1.

Foundations should be directly supported by the native glacial deposits, which are expected at up to 1.8 m depth beneath the current ground surface. The base of foundations should be horizontal and stepped down the slope in accordance with the structural engineers’ requirements. We recommend that vertical steps within the foundation do not exceed 0.5 m in height unless specific structural details are provided.

The following preliminary bearing capacities are recommended for the proposed structure:

- Serviceability Limit State (SLS) = 75 kPa;
- Ultimate Limit State (ULS) = 150 kPa.

The actual embedment depth of foundations should be confirmed by SFA during construction.

Post-construction settlements are estimated to be less than 30 mm with differential settlements of less than 30 mm over a 10 m span (1 in 300).

6.2.1 Seismic Design of Foundations

Based on our local experience and the published geological maps for the area we recommend using seismic site response classification for this site is “**Site Class C**” in accordance with Table 4.1.8.4.A of the 2018 BCBC.

For resistance to lateral loads, both friction on the base and passive resistance for embedded portions of the spread foundation may be considered. Preliminary design parameters for resistance to lateral loads are provided below:

Passive earth pressure coefficient (Kp) down- slope	=	1.12
(Kp) up-slope	=	5.0
Friction factor (tan δ)	=	0.6

Ground anchors may be required if lateral loads cannot be resolved with sufficient embedment using the design parameters provided above.

6.2.4 Frost Protection

The underside of foundations should be located at least 0.6 m below finished site grades for frost protection.

6.3 Retaining Wall Design

We expect that sloped cuts will be utilized during construction and that retaining walls will support engineered backfill as described in Section 6.1.2. Therefore, gravity-type retaining structures should be designed assuming the following preliminary earth pressures:

Static – Triangular pressure distribution (kPa) = 6.0 H

Seismic – Inverse triangular pressure distribution (kPa) = 4.5 H *where H is total retained height in metres.*

SFA can provide detailed geotechnical design parameters for gravity retaining walls during detailed design if required.

6.4 Concrete Slabs on Grade

All grade supported concrete slabs should be underlain by a minimum of 150 mm of 19 mm clear crushed gravel, to prevent moisture from accumulating below the slab, placed over compacted “engineered fill” as described in this report. The gravel should be lightly tamped in place. We recommend that a poly moisture barrier be placed overlying the gravel beneath the grade supported slabs to help reduce moisture within the concrete slab.

6.5 Foundation Drainage

We recommend that a conventional perimeter drainage system be included to help intercept and dispose of any migrating subsurface water at foundation level. Weep holes should be provided through any footings which are orientated across the slope.

7.0 FIELD REVIEWS

As is normally required for Municipal Letters of Assurance, SFA Geotechnical Inc. should be asked to carry out sufficient field reviews during construction to ensure that the Geotechnical Design recommendations contained within this report have been adequately communicated to the design team and to the contractors implementing the design. These field reviews are not carried out for the benefit of the contractors and therefore do not in any way effect the contractor's obligations to perform under the terms of their contract.

It is the contractors' responsibility to advise SFA Geotechnical Inc. (a minimum of 24 hours in advance) that a field review is required. Geotechnical field reviews are normally required at the time of the following:

1. Stripping	Review of stripped subgrade prior to any fill placement
2. Compaction	Review of compacted subgrade prior to filling
3. Filling	Review of any engineered fill used to raise grades
4. Preload	Review of preload location and settlement readings
5. Subgrade	Review of prepared foundation subgrade
6. Slab-on-grade	Review of slab-on-grade preparation

It is critical that these reviews are carried out to ensure that our intentions have been adequately communicated. It is also critical that contractors working on the site view this document in advance of any work being carried out so that they become familiarized with the sensitive aspects of the works proposed. It is the responsibility of the developer to notify SFA Geotechnical Inc. when conditions or situations not outlined within this document are encountered.

8.0 CLOSURE

This report is prepared solely for use by our client and their design team for this project as described to the general standards of similar work for similar projects in this area and no other warranty of any kind is expressed or implied. SFA Geotechnical Inc. accepts no responsibility for any other use of this report.

We are pleased to assist you with this project, and we trust this information is helpful and sufficient for your purposes at this time. However, please do not hesitate to call the undersigned if you should require any clarification or additional details.

For:

SFA Geotechnical Inc.

Reviewed by:

Issued for client review

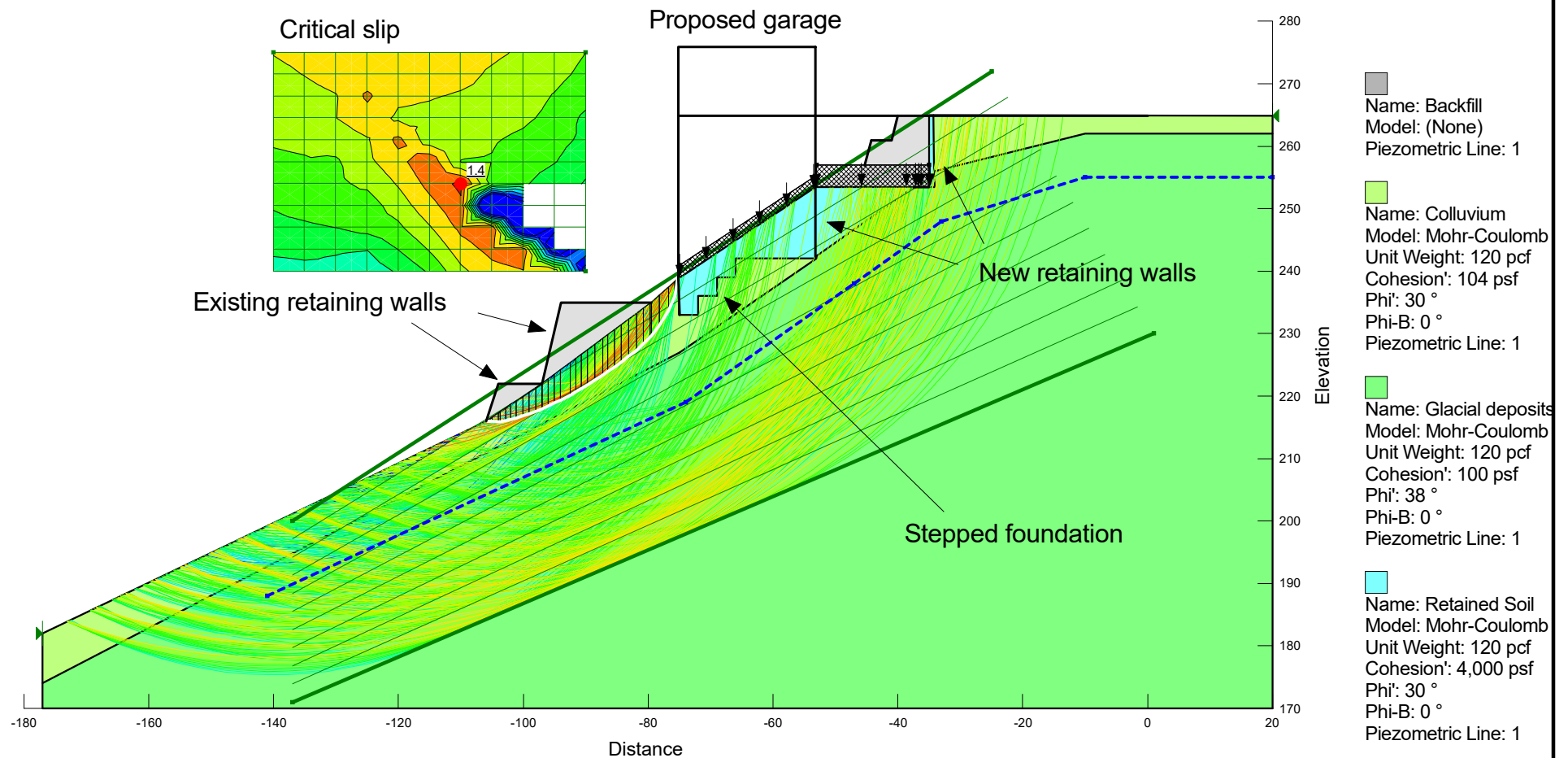
Daniel Sims, B.E.(Hons), P.Eng.
Geotechnical Engineer

Steven Fofonoff, M.Eng., P.Eng.
Principal

APPENDIX A: PROPOSED DEVELOPMENT

APPENDIX B: SLOPE STABILITY ANALYSIS RESULTS

Figure 1: Static, Normal ground water conditions, Min. 2 m foundation embedment



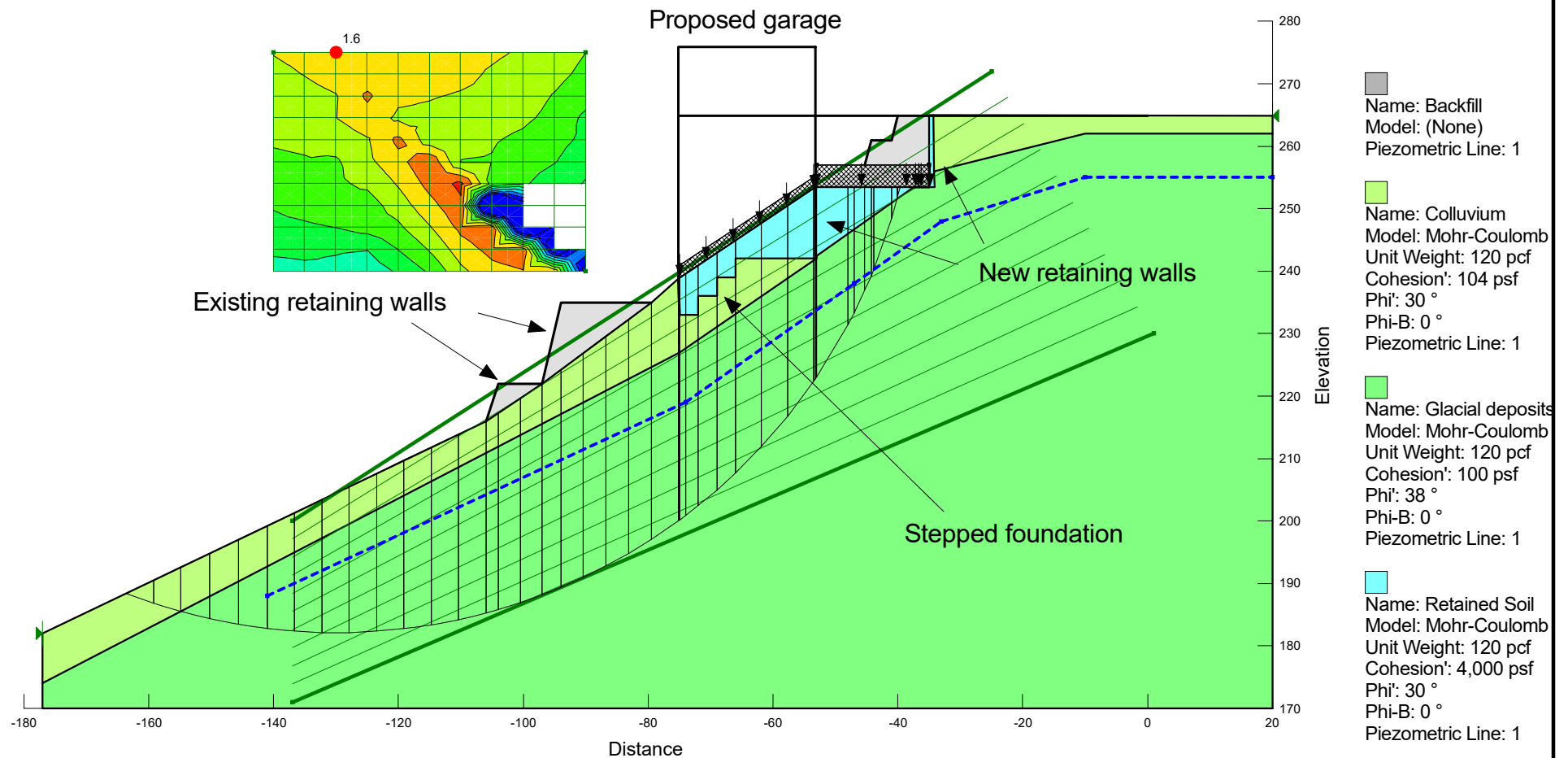
Slope Stability

23.5.2019 DS Static - per drawings R4.gsz

2019-08-15

1:300

Figure 2: Static, Normal ground water conditions, Min. 2 m foundation embedment



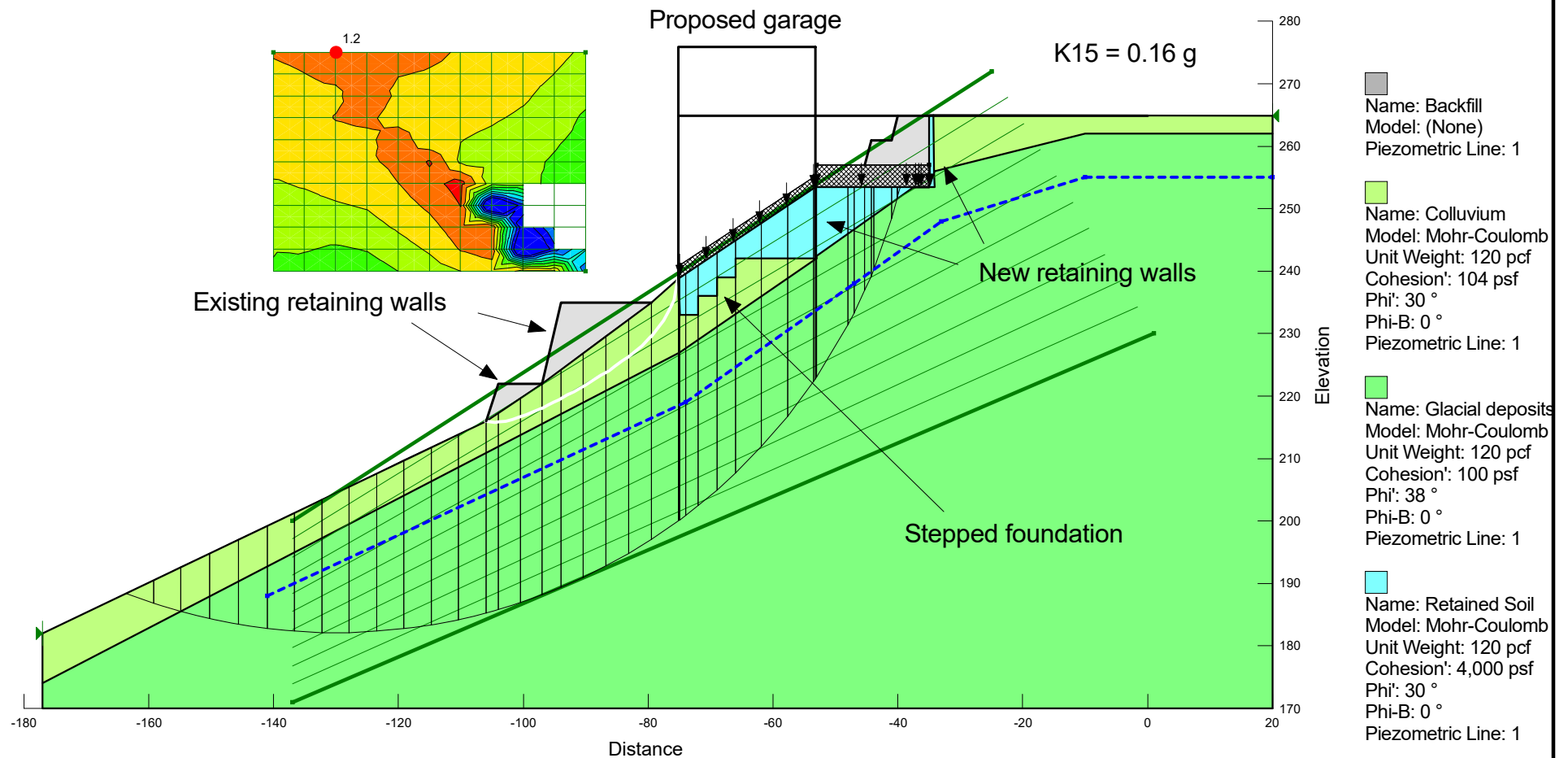
Slope Stability

23.5.2019 DS Static - per drawings R4.gsz

2019-08-15

1:300

Figure 3: Seismic (K15), Normal ground water conditions, Min. 2 m foundation embedment



Slope Stability

23.5.2019 DS Seismic - per drawings R4.gsz

2019-08-15

1:300

LAND TITLE ACT
FORM C (Sections 233)
Province of British Columbia
GENERAL INSTRUMENT - PART I (This area for Land Title Office use)

1. APPLICATION:

LIDSTONE & COMPANY,
Barristers and Solicitors
1300 – 128 Pender Street W.,
Vancouver, B.C., V6B 1R8
Tel. 604-899-2269 (File No. 10017-107)

Applicant's Solicitor

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
(PID) (LEGAL DESCRIPTION)

004-210-310

Lot 21 Block 7 District Lots 1575 Plan 10595

3. NATURE OF INTEREST:

Document Reference

Description

(Page and Paragraph)

Person Entitled to Interest

Section 219 Covenant

Transferee

Priority Agreement

Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms

☐ D. F. No.

(b) Express Charge Terms

☒ Annexed as Part 2

(c) Release

☐ There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

ROBIN SPANO, residing at 210 Panorama Road, Lions Bay BC, V0N 2E0

COAST CAPITAL SAVINGS CREDIT UNION

6. TRANSFEREE(S):

THE VILLAGE OF LIONS BAY, a municipal corporation, having offices at 400 Centre Road, Lions Bay BC, V0N 2E0

7. ADDITIONAL OR MODIFIED TERMS: **None**

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the property of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any

Execution Date			
Y	M	D	
2019			Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of
			Transferor's Signature(s) ROBIN SPANO _____ Authorized Signatory
2019			Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of
			Transferor's Signature(s) COAST CAPITAL SAVINGS CREDIT UNION _____ Authorized Signatory (Print Name)
2019			Officer Signature(s) _____ Commissioner for Taking Affidavits for British Columbia as to the signature of
			Transferee's Signature(s) VILLAGE OF LIONS BAY by its authorized signatories _____ Mayor, Authorized Signatory _____ Authorized Signatory

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the 17th day of December, 2019.

BETWEEN:

ROBIN SPANO, residing at 210 Panorama Road, Lions Bay BC, V0N 2E0
(hereinafter called the “**Owner**”)

AND:

THE VILLAGE OF LIONS BAY, a municipal corporation, having offices at 400 Centre Road, Lions Bay BC, V0N 2E0
(hereinafter called the “**Municipality**”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of all and singular that certain parcel or tract of land and premises situate in the Village of Lions Bay, British Columbia, and more particularly known and described as:

Parcel Identifier: 004-210-310

Legal Description: Lot 21 Block 7 District Lots 1575 Plan 10595

(the “**Lands**”);
- B. The Owner wishes to realign the driveway in accordance with the Highway Encroachment Agreement (Licence to Occupy) between the Municipality and Owner dated for reference December 17, 2019.
- C. The Owner has voluntarily offered to use the Lands and to build on the Lands strictly in accordance with the terms, conditions and requirements set out in this Agreement;
- D. The Municipality and the Owner have agreed to enter into this covenant to secure the Owner’s commitments to the Municipality;
- E. Section 219 of the Act (hereinafter defined) permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land and that land is or is not to be subdivided or built on except in accordance with the covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained, the payment of one (\$1.00) dollar by the Municipality to the Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the

Owner covenants and agrees with the Municipality under Section 219 of the Act, it being the intention and agreement of the parties that the provisions of this agreement shall be a charge upon the Lands, as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms of Instrument and the Form C General Instrument Part 1 attached hereto;

- (a) **“Act”** means the *Land Title Act*, RSBC 1996, c. 250 as amended or replaced;
- (b) **“Agreement”** means the Form C General Instrument Part 1 attached hereto and these Terms of Instrument and including all recitals, schedules and instruments attached hereto;
- (c) **“Claims”** has the meaning set forth in section 3.2;
- (d) **“Design Plan”** means the design plan attached as Schedule A and the Geotechnical Report attached as Schedule B;
- (e) **“Lands”** has the meaning set forth in Recital A;
- (f) **“Local Government Act”** means the *Local Government Act*, RSBC 2015, c. 1 as amended or re-enacted from time to time;
- (g) **“Owner”** has the meaning set forth on page 3;
- (h) **“Owner’s Personnel”** means the employees, officers, agents, contractors, invitees and permitted assigns of the Owner;
- (i) **“Project Engineer”** means such professional firm of engineers as is retained by the Owner to supervise the installation of the Works;
- (j) **“Public Works Manager”** means the person appointed as such by the Municipal Council, or by a person authorized to make such appointment, and includes a person authorized to act as the Public Works Manager or their Deputy;
- (k) **“Municipality”** has the meaning set forth on page 3 as a named party to this covenant;
- (l) **“Municipal Personnel”** means the elected officials, officers, employees, agents and contractors of the Municipality; and
- (m) **“Works”** means the works set out in the Design Plan and Geotechnical Report, whether new or pre-existing, howsoever constructed.

1.2 Definitions in Bylaws applicable to this Agreement

Unless otherwise indicated in this Agreement, the words and phrases that are defined in the Bylaws shall have the same meaning in this Agreement.

1.3 Headings, common terms and references to Articles

The division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement.

1.4 Import of words

Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa.

1.5 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.6 Interpretation of "Including"

The word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as "without limitation", "but not limited to" or words of similar import) is used with reference thereto.

1.7 Approval to be in Writing

Any Village of Lions Bay approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the Municipality in writing. Any approval or consent to be granted by the Municipality in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the Municipality.

1.8 Schedules

The following Schedules are attached and shall form part of this Agreement

- Schedule A: Design Plan
- Schedule B: Geotechnical Report

2.0 RESTRICTIONS ON THE USE OF THE LANDS

2.1 Design Plan and Geotechnical Report

The Owner covenants and agrees with the Municipality that:

- (a) neither the Owner nor any of its agents shall deviate in a material way from the Design Plan or the construction and construction monitoring methods and procedures set out in the Geotechnical Report which have been accepted by the Municipality unless any plans and specifications or other information with respect to any deviation are first submitted to the Public Works Manager for their approval, such approval not to be unreasonably withheld and the Municipality shall make reasonable efforts to deliver a decision regarding such approval as soon as is reasonably possible to the Owner after delivery of such plans, specifications or other information to the Municipality to reach a decision;
- (b) within 30 days of the completion of the construction and installation of the Works, the Owner shall cause the Project Engineer to deliver to the Municipality a certificate evidencing the fact that:
 - (i) the construction and installation of the Works has been completed in accordance with the Geotechnical Report and Design Plan in all material ways and the construction and construction monitoring methods and procedures which have been accepted by the Municipality,
 - (ii) the Project Engineer is not aware of any damage or prejudice to or adverse effect upon the improvements located upon the Municipality's property, and
 - (iii) the repair of movement, damage or adverse effects on any improvements located on the Municipality's property have been completed in accordance with the directions and requirements of the Municipality and the Public Works Manager;
- (d) the Owner will limit construction on the Works to those times which are in accordance with the bylaws of the Municipality; and
- (e) any additional rock or retaining wall construction as may be or may become necessary, in the opinion of the Project Engineer, in the course of fulfilling the Works, will be constructed by the Owner ensure adequate support for the bed of Oceanview Road in accordance with MMCD guidelines;
- (f) a drainage plan stamped by a geotechnical engineer will be created for the driveway realignment plan, which may be part of a drainage plan for the building site and the construction of the new garage on the lot;
- (g) the Owner shall pay the sum of \$400 in accordance with Schedule 2 of Fees and Charges Bylaw No. 462, 2014, as amended, in respect of the encroachment application. Fees with respect to the Tree Cutting Permit Application and any fees

or charges applicable for water connection or other site works shall be in addition and in accordance with all Village of Lions Bay bylaws.

2.2 General Covenants

The Owner covenants and agrees with the Municipality that:

- (a) the Owner and the Owner's Personnel shall not, without the prior written consent of the Municipality, do anything which might damage, disturb, prejudice or adversely affect any other improvement situated on the Municipality's property or which will interfere with or interrupt any utilities or similar services supplied to the Municipality's property;
- (b) the Design Plan and the Works are the sole responsibility of the Owner and its servants, agents and licensees and any inaccuracy, mistake or incorrectness with respect to the Design Plan and Works shall be wholly the responsibility of the Owner and the Owner's Personnel;
- (c) the construction of the Works will be designed and supervised by the Project Engineer who will provide structural and geotechnical professional engineers, as necessary, who are duly qualified to practice in the soil stabilization, structural and other design and monitoring fields, and having the requisite experience with respect thereto. Such engineers shall be insured against professional liability arising from errors and omissions occurring in the performance of professional services rendered in relation to the construction of the Works including such policy limits as are reasonably required by a prudent engineer in such circumstances;
- (e) the Works will be carried out in accordance with all permits issued by the Municipality and any and all applicable bylaws of the Municipality and any and all applicable building codes, laws, directions, rules and regulations of the Municipality and every governmental authority having jurisdiction;
- (f) the Works will be carried out expeditiously with reasonable diligence and in a good workmanlike manner by competent tradesmen, skilled in this particular work and at all times having consideration for the interests of the Municipality, and will at times ensure the Municipality has free and unobstructed use and access to the Municipality's property;
- (g) the Owner will be responsible for the prompt payment of all fees, permits and construction expenses of the Works of any kind whatsoever including, but not limited to, payment of the reasonable fees and disbursements incurred by the Municipality in commissioning the Public Works Manager, or an engineer contracted by the Public Works Manager, to perform services in connection with the Works, and the reasonable legal fees and disbursements incurred by the Municipality in connection with or arising out of the preparation and interpretation of this Agreement and any dispute or enforcement in connection therewith;

- (h) the Owner will take all proper precautions to secure and protect the Municipality's property from structural or superficial damage and injury arising out of or in any way connected with the Works and the construction of the Works;
- (i) the Owner shall maintain the Municipality's property free and clear of claims of lien in connection with the Works or any other work required to be performed by the Owner in connection with the Works. In the event of the filing of a lien, the Owner will promptly, at their own expense, cause the same to be removed but, in the name of the Municipality, may cause the lien to be removed by paying monies into Court pursuant to the *Builders Lien Act* (British Columbia);
- (j) in exercising its rights hereunder, the Owner and its servants, agents and licensees shall at all times follow and obey all environmental laws with respect to all aspects of this Agreement including the erection, installation, use, operation, maintenance or removal of the Works and shall at all times keep the Municipality's property free of all hazardous or contaminated materials or substances and not cause or permit any of the Owner's Personnel to permit the Municipality's property or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, release, production or disposal of any hazardous or contaminated materials or substances; and
- (k) the Owner, or her successors on title, shall be solely responsible for maintenance, and if necessary, repair or replacement of the Works and the Municipality shall have no responsibility or liability whatsoever for the Works or any portion thereof; the Owner shall apply for and obtain explicit permission from the Municipality before conducting any repair or replacement of the Works or any portion thereof.
- (l) the Owner shall cause to be observed and complied with all applicable laws and shall obtain all necessary approvals from all governmental authorities, public utilities and agencies in respect of the exercise of its rights under this Agreement, and the installation of the Works.

3.0 REPRESENTATIONS, INDEMNITY AND RELEASE

3.1 No Representation

The Owner, on behalf of the Owner and the Owner's Personnel, acknowledges that the Municipality does not represent to the Owner, nor to any other person, that complying with the terms of this Agreement will ensure any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged or affected by contamination of the Lands.

3.2 Indemnity

The Owner, on behalf of the Owner and the Owner's Personnel, in consideration of the approvals given by the Municipality, hereby agrees to release, indemnify and to save harmless the Municipal Personnel from all losses, damages, costs (including legal costs), expenses, actions, causes of action, suits, debts, accounts, claims and demands, including any and all claims of third parties,

(collectively, the “**Claims**”) which the Municipality may suffer or incur or be put to or arising out of or in connection with any breach of any covenant or agreement on the part of the Owner or the Owner’s Personnel contained in this Agreement or arising out of or in connection with any personal injury, death, or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands, caused by any matter contemplated by this Agreement or some such similar cause. The indemnity set out above shall be an integral part of the Section 219 Covenant granted hereby. The indemnification provisions contained in this section shall survive the discharge or termination of this Agreement.

4.0 GENERAL

4.1 Owner to obtain priority for Agreement

The Owner shall do or cause to be done at its expense all acts reasonably necessary for the Municipality to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Municipality and those specifically approved in writing by the Municipality. For greater certainty, the Owner’s obligation to obtain priority under this Agreement shall also apply to any amendments to this Agreement.

4.2 Discharge of Covenant

The Owner may request a discharge of this Agreement upon final satisfaction of the terms, conditions and requirements set out in Schedule A, as certified by the Public Works Manager.

4.3 No Fettering of Discretion

Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Municipality or the Council of the Municipality. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Owner under any other agreement with the Municipality or, if the Municipality so elects, prejudice or affect the Municipality’s rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the Municipality’s discretion, and the rights, powers, duties and obligations of the Municipality under all public and private statutes, by-laws, orders and regulations, which may be, if the Municipality so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the Municipality.

4.4 Other Remedies available to Municipality

The Owner covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the Municipality shall be entitled to all equitable remedies, including specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

4.5 Agreement Binding on Parties

The covenants contained in this Agreement shall enure to the benefit of and be binding upon each of the parties hereto and each of their successors and assigns. The covenants contained in this Agreement shall run with the land and shall enure to the benefit of and be binding upon the Owner's successors in title and their respective successors and assigns.

4.6 Owner responsible while maintaining interest

Neither the Owner named in this Agreement nor any future owner is liable for a breach of this Agreement which occurs after the Owner named herein or any future owner, as the case may be, ceases to have any interest in the Lands.

4.7 Invalidity of section, subsections, etc.

If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the parties hereto shall agree upon an amendment to be made to the section, subsection, sentence, clause or phrase previously found to be invalid and shall do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

4.8 Amendments to be in writing

This Agreement may only be amended in writing by agreement of all parties hereto and any such amendment shall, upon execution, be deposited in the Land Title Office for registration as an amendment to this Agreement.

4.9 Time of the Essence

Time is of the essence of this Agreement.

4.10 Agreement in Counterparts

This Agreement may be executed in counterpart and compiled for registration as a single document.

4.11 Joint and Several

If a party consists of more than one person, firm, or corporation, that party's obligations under this Agreement shall be joint and several.

IN WITNESS OF THIS AGREEMENT the parties have executed this Agreement by signing the "Form C - General Instrument - Part 1" or "Form D - Executions Continued" attached hereto.

PRIORITY AGREEMENT

BETWEEN:

COAST CAPITAL SAVINGS CREDIT UNION
(the "**Prior Chargeholder**")

AND:

THE VILLAGE OF LIONS BAY,
a municipal corporation, having offices at 400 Centre Road,
Lions Bay BC, V0N 2E0
(the "**Municipality**")

WHEREAS:

- A. ROBIN SPANO (the "**Grantor**") is the owner of the parcel of land and premises located in the Village of Lions Bay and legally described in Item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "**Lands**");
- B. The Grantor granted the Prior Chargeholder a mortgage which is registered against the title to the Lands in the Vancouver Land Title Office under number CA2010033 ("**Prior Charge**");
- C. The Grantor has granted the Municipality a covenant in the form to which this Agreement is attached registered against title to the Lands in the Vancouver Land Title Office under number _____ (the "**Subsequent Charge**"),

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar now paid by the Municipality to the Prior Chargeholder, the receipt and sufficiency of which is hereby acknowledged, the Prior Chargeholder does hereby grant to the Municipality priority for the Subsequent Charge over the Prior Charge and the Prior Chargeholder hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Municipality shall rank ahead of the Prior Charge as though the Subsequent Charge had been executed, delivered and registered in time prior to the registration of the Prior Charge.

SCHEDULE A
DESIGN PLAN

SITE PLAN

SCALE: 1/8" = 1'

LEGAL DESCRIPTION:

PID 004-210-310, lot 21 Block 1 District Lot 1575 Plan 10595

GARAGE ADDITION:

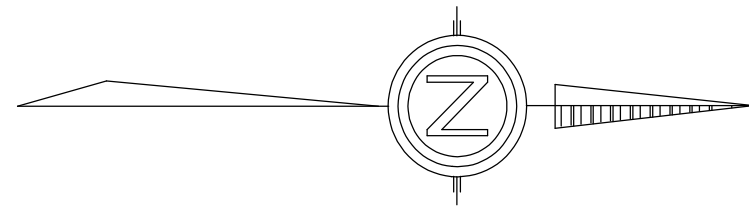
UPPER FLOOR = 318 SQ FT

LOWER FLOOR = 318 SQ FT

DECK ADDITIONS:

UPPER FLOOR DECK = 261 SQ FT

LOWER FLOOR DECK = 187 SQ FT



1'00'

29.8'

NEW MAIN FLOOR
DECK

NEW GARAGE
STREET LEVEL = 264.9'
LOWER LEVEL = 257.4'

EXISTING
3-FLOOR
HOME

9.4'

98.37'

0.2'

21.9'

REPLACE EXISTING WOOD STAIR
WITH NEW CONCRETE STAIR @ GRADE

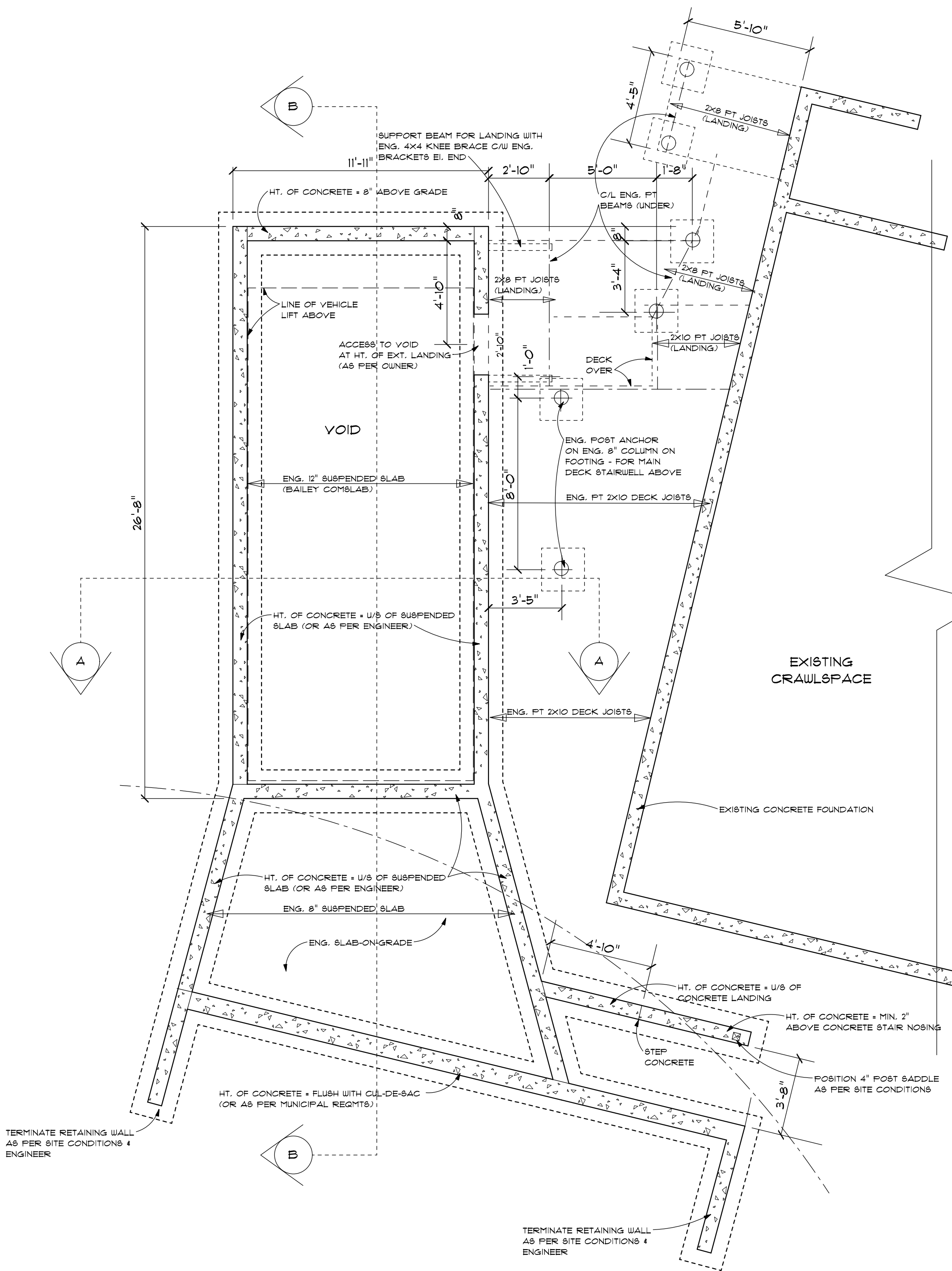
19.84'

NEW CONCRETE RETAINING WALL TO REPLACE EXISTING WOOD WALL

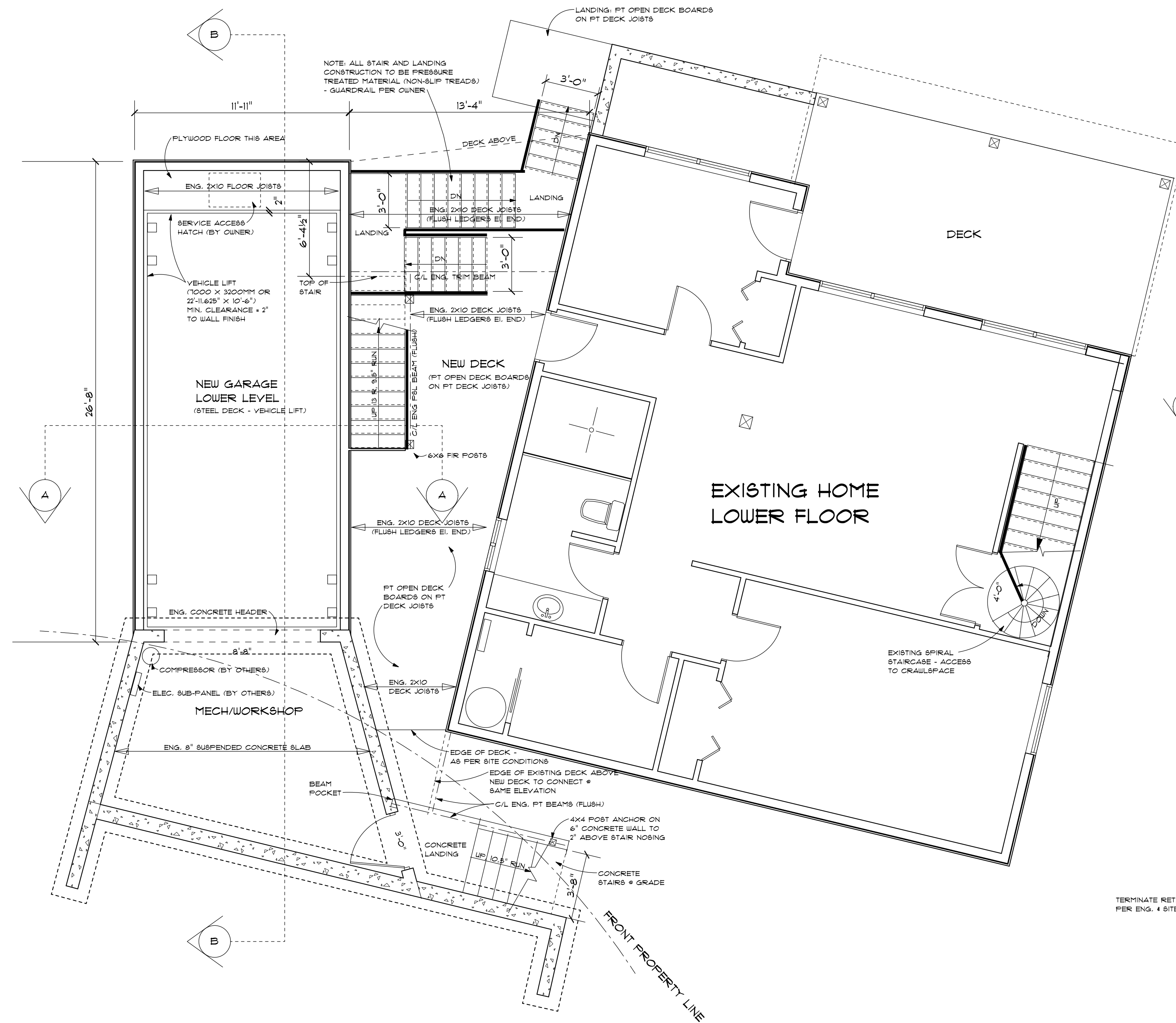
PANORAMA PLACE

FOUNDATION PLAN

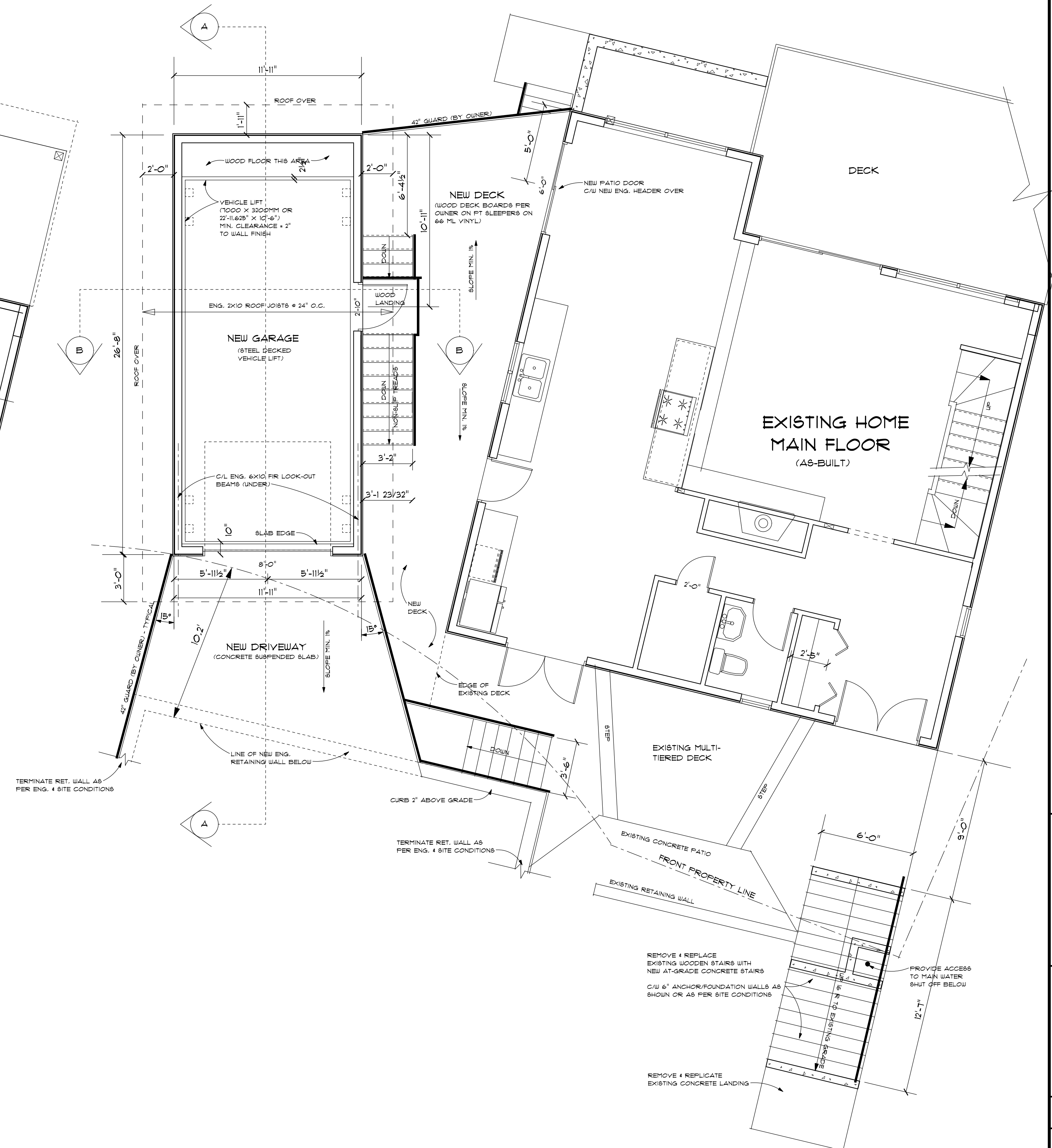
SCALE: 1/4" = 1'



GARAGE AREA = 318 SQ FT
NEW DECK AREA = 187 SQ FT



GARAGE AREA = 318 SQ FT
NEW DECK AREA = 261 SQ FT



Jim Harvey DESIGN

Phone (804) 658-5051
 Fax (804) 658-5052
 E-mail: jimmarv@jcsa.net

Project:

WHYBROW
RESIDENCE

GARAGE ADDITION
& AS-BUILT FLOOR
PLANS OF EXISTING

D PANORAMA RD, LIONS BAY

Fig. Title:

MAIN FLOOR &
LOWER FLOOR
PLANS

Date: August 14, 2019

Drawn By: JIM HARVEY

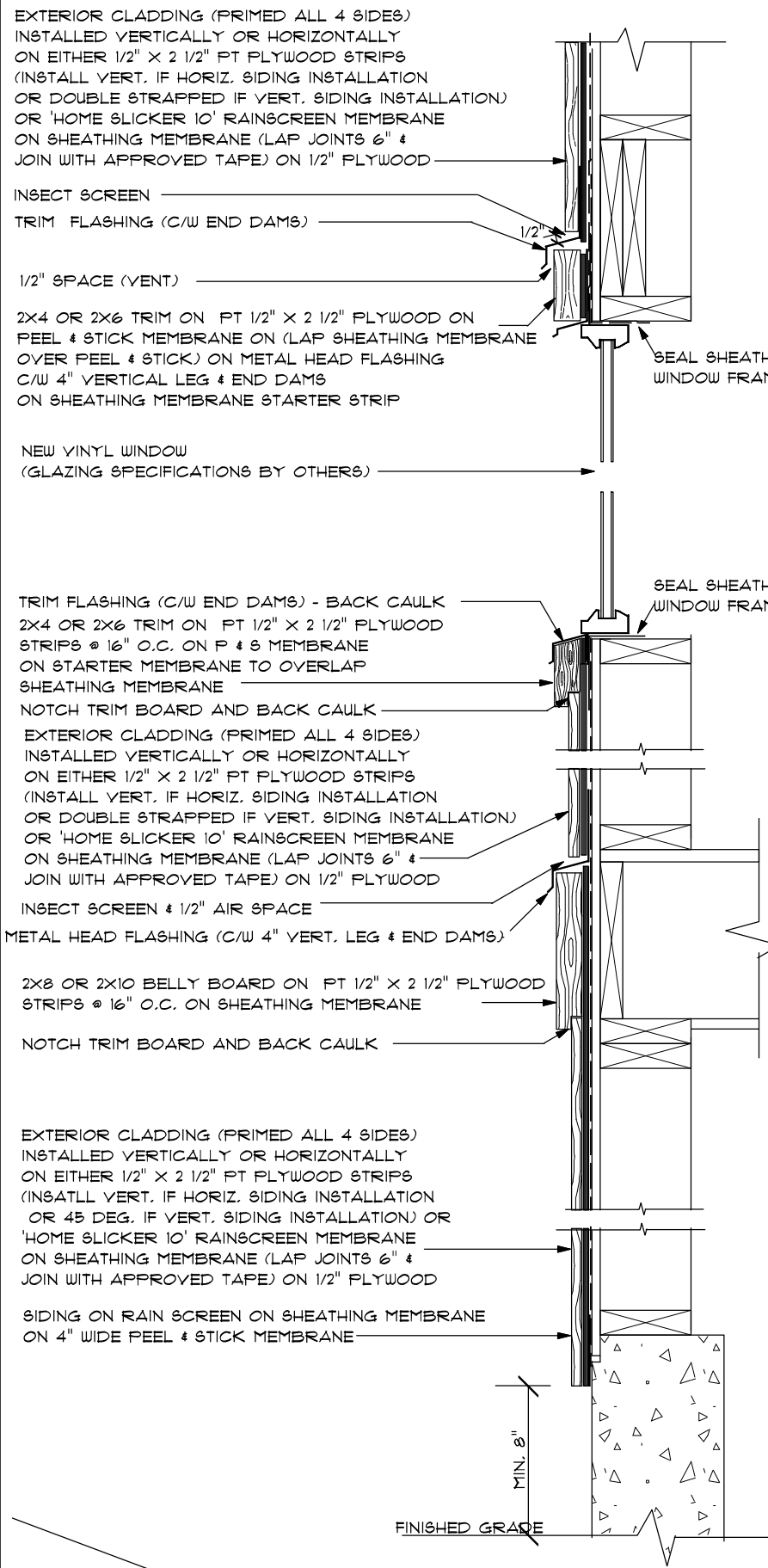
scale: $1/4'' = 1'$

Sheet No.

SHEET ONE OF TWO

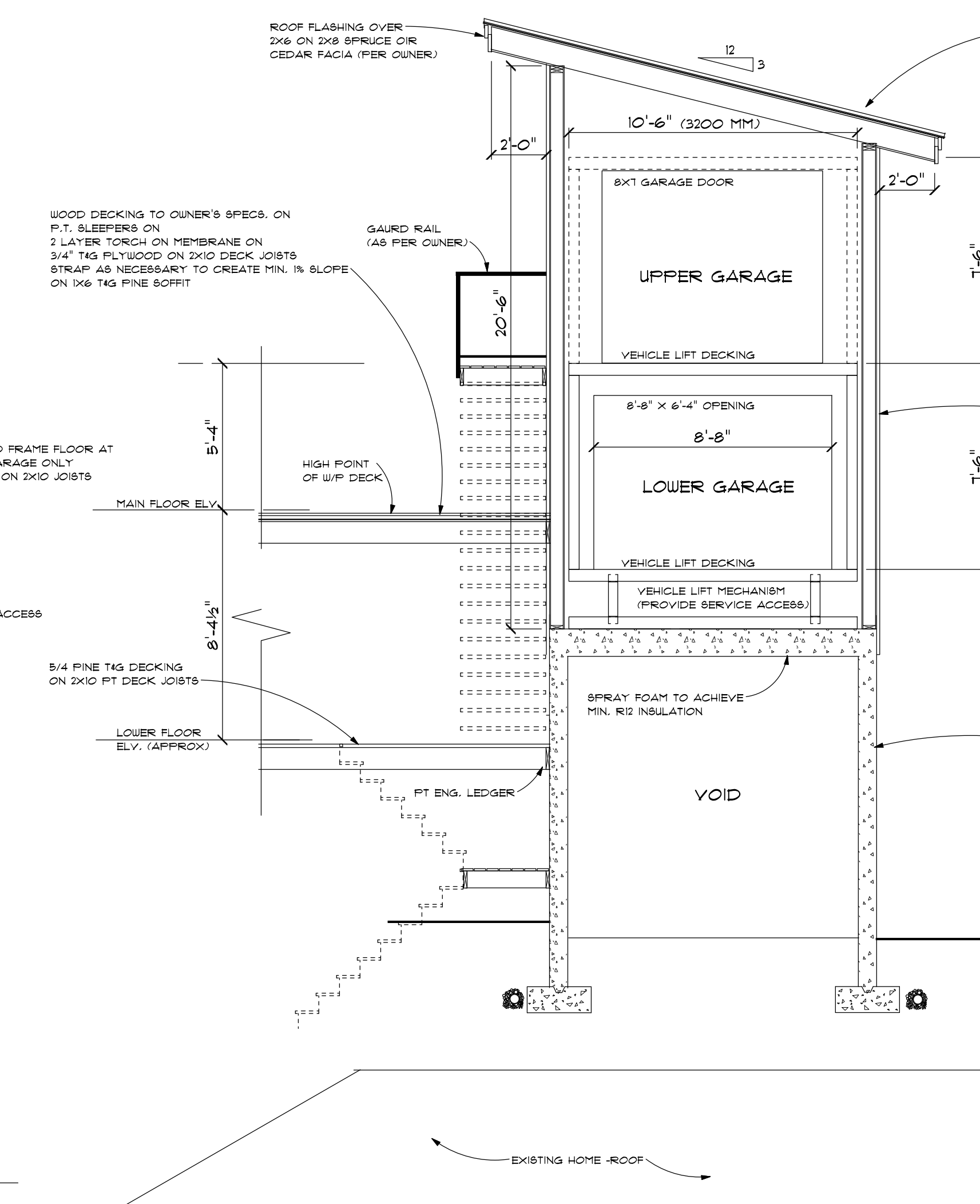
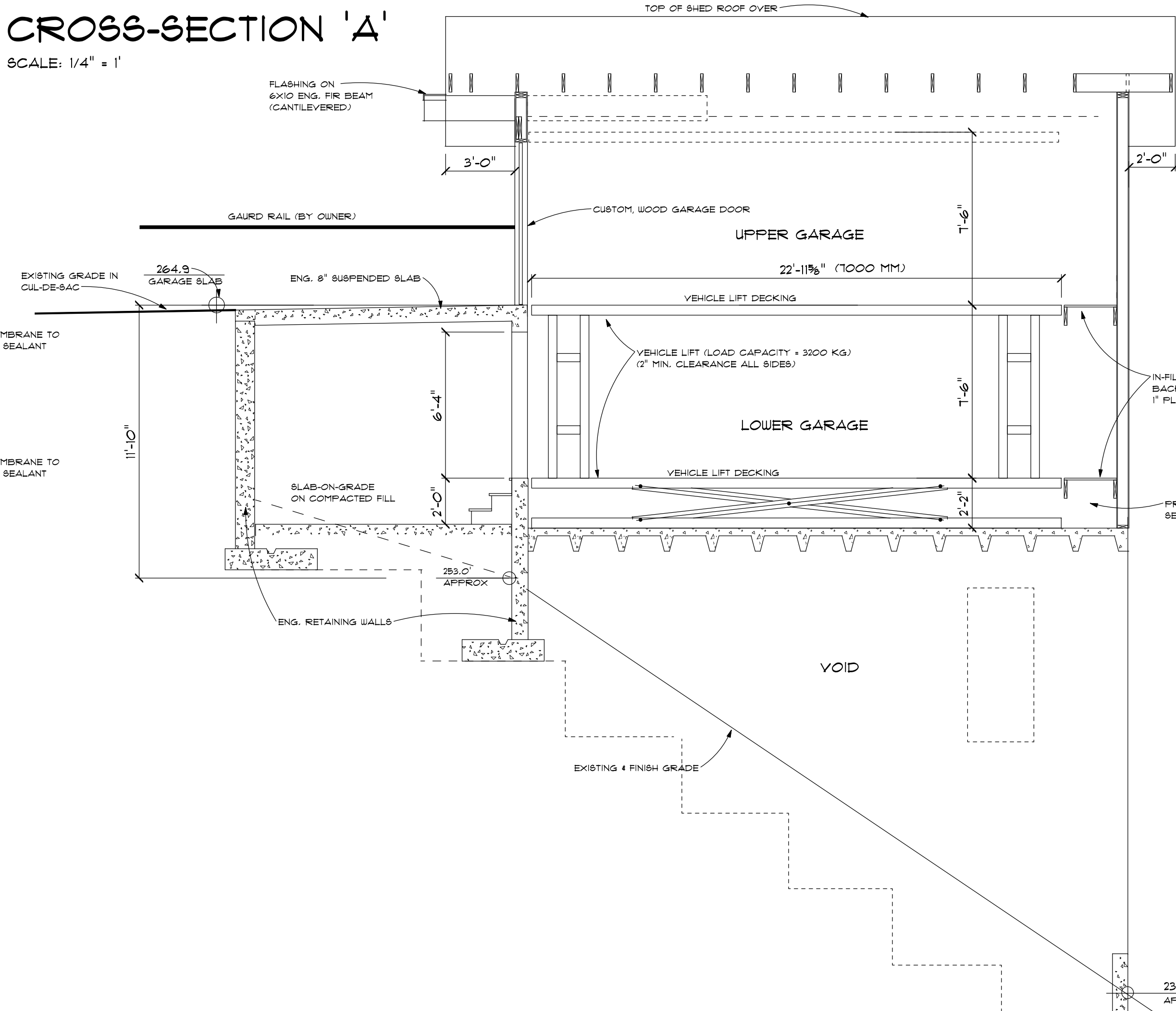
WALL SECTION - TYPICAL
WITH REQUIRED PROTECTION
FROM PRECIPITATION

SCALE: 1" = 1'



CROSS-SECTION 'A'

SCALE: 1/4" = 1'



CROSS-SECTION 'B'

SCALE: 1/4" = 1'

VAULTED ROOF:
STANDING SEAM METAL ROOFING ON
APPROVED INSULATION
ON ENG. 5/8\"/>

EXTERIOR WALL - TYPICAL:
CEDAR SIDING TO MATCH EXISTING
HOME (OR AS PER OWNER) ON RAINSCREEN
(SEE DETAIL THIS PAGE) ON
ENG. PLYWOOD SHEATHING ON 2x6 STUDS @ 16\"/>

FOUNDATION WALL - TYPICAL:
ENG. CONCRETE WALL ON
ENG. FOOTING ON SOLID BEARING
(TO BE CONFIRMED BY GEOTECH)
C/W MIN. 18\"/>

FOUNDATION WATERPROOFING - TYPICAL:
PUTTY ALL TIE HOLES PRIOR TO 2 COATS DAMPROOFING
COVERED BY DIMPLE BOARD FASTENED @ TOP ONLY
(CONTINUOUS TO TOP OF FOOTING)

FRONT ELEVATION

SCALE: 1/4" = 1'

REAR ELEVATION

SCALE: 1/4" = 1'

LEFT ELEVATION

SCALE: 1/4" = 1'

Jim Harvey DESIGN

Project:
**WHYBROW
RESIDENCE**
GARAGE ADDITION
& AS-BUILT FLOOR
PLANS OF EXISTING

210 PANORAMA RD, LIONS BAY

Dwg. Title:
**SECTIONS,
ELEVATIONS
& DETAILS**

Date: August 14, 2018

Drawn By: JIM HARVEY

Scale: 1/4" = 1'

Sheet No.

SHEET ONE OF THREE

Copyright Reserved
The Plan and design are
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Design and cannot be re-
produced without written
consent.

Regular Council Meeting December 17, 2018
Page 3 of 20

Phone (604) 898-3092 e-mail: jimharveydesign@telus.net

SCHEDULE B
GEOTECHNICAL REPORT



205 – 38026 2nd Ave
Squamish, BC V8B 0C3
604-898-1093

Keith Whybrow
210 Panorama Road
Lions Bay, BC V0N 2E0

15th August, 2019
File: 1231

Attention: Keith Whybrow

**Re: Preliminary Geotechnical Investigation Report, Proposed New Garage,
210 Panorama Road, Lions Bay, BC**

1.0 INTRODUCTION

SFA Geotechnical Inc. (SFA) has been engaged to provide geotechnical recommendations for a proposed new garage at 210 Panorama Road in Lions Bay, BC.

This letter provides geotechnical recommendations related to foundation and retaining wall design for the garage and summarises the results of a slope stability assessment for the site. The recommendations presented in this report are based on inferred soil conditions at the site due to access restrictions which must be confirmed by SFA during construction.

This report has been prepared exclusively for our client, for their use, and the use of others on their design team, however, it remains the property of SFA Geotechnical Inc.

2.0 SITE DESCRIPTION

The site is located at 210 Panorama Road in Lions Bay and is legally described as Lot 21, Block 7, DL 1575, Plan 10595.

The property is on the west side of Panorama Road and slopes from east to west at an average slope angle of between 30 to 32 degrees. It is bound by residential properties to the north and south and Highway 99 to the west.

The proposed garage is to be located on the south side of the existing home, currently improved with a timber deck and approximately 1.4 m from the southern property line. The timber deck will be removed as part of the project. The proposed garage is shown on the architectural drawing attached in Appendix A.

An existing timber crib retaining wall, approximately 2 metres high, supports Panorama Road at the location of the proposed driveway. The retaining wall would need to be removed as part of the proposed development.

3.0 DESKTOP REVIEW

3.1 Surficial Geology

Review of published geological maps¹ for the site suggest that the site is underlain by glaciomarine ice-contact deposits comprising; sand and gravel, stratified to massive and commonly faulted; generally greater than 3 m thick, forming hummocky surfaces and which may be fossiliferous.

The greater slope above the site, is shown to consist of ice-contact glaciofluvial deposits and colluvial deposits. The glaciofluvial deposits were deposited by glacial meltwater and are similar in description to the glaciomarine deposits (above). The colluvial deposits are expected to be the most-recent and are described as; rock fragments in a matrix of, boulders, gravel, sand, silt, and minor clay; 1 to 10 m thick; formed by bedrock weathering or reworking of unconsolidated deposits on steep (>30°) slopes; commonly gullied.

An excerpt from the geological map is shown below on Figure 1:

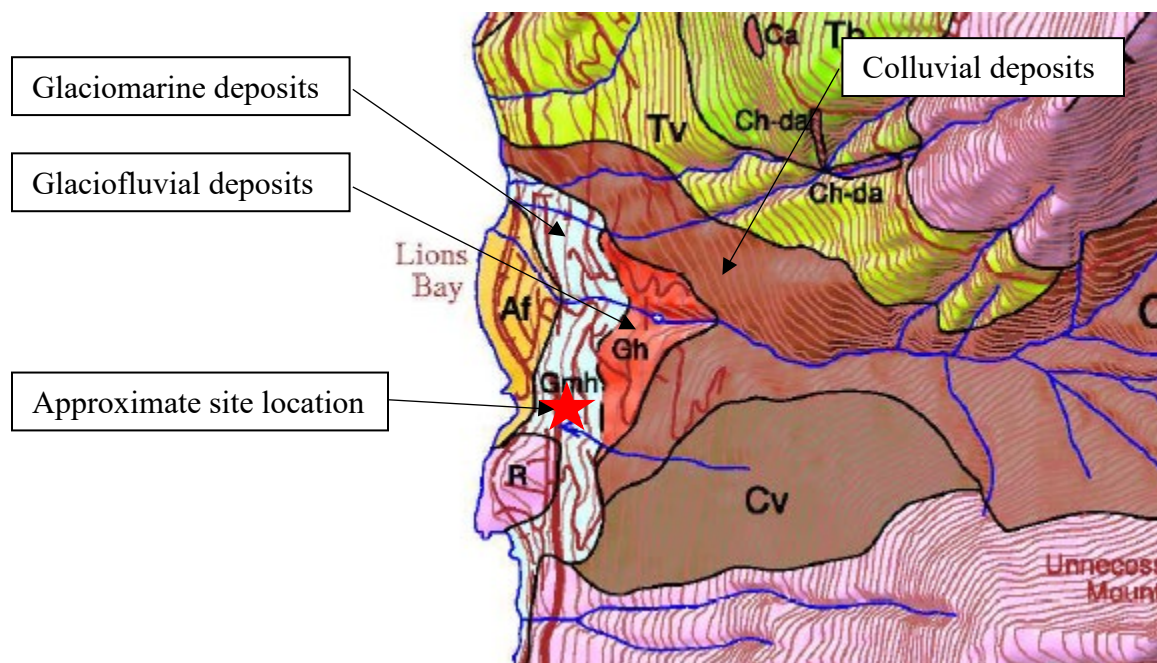


Figure 1: Excerpt from the Surficial Geology of the Lower Sea to Sky Corridor (Blais-Stevens, 2008)

3.2 Village of Lions Bay Natural Hazards

The Village of Lions Bay Natural Hazards Development Permit Area Strategy: Coastal, Creeks and Hillside Hazards (“Cordilleran Report”) has been reviewed as part of this assessment. The hazard report suggests the site is underlain by colluvium over glacial till.

¹ Blais-Stevens, A. (2008). *Surficial geology and landslide inventory of the lower Sea to Sky corridor, British Columbia*. Geological Survey of Canada, Open File 5322, scale 1:50,000.

With respect to natural hazards, the site is located within the following development permit application zones:

- DPA 3A – open slope landslide area;
- DPA 3C – Slopes > 30 degrees.

The site is also shown on the edge of the DPA 2C – Ravine Hazard Zone, which is discussed in Section 5.0.

4.0 INFERRED SUBSURFACE CONDITIONS

The following subsurface conditions are inferred from available geological and geotechnical information. The site was visually assessed by a geotechnical engineer from SFA in May, 2019. It should be appreciated that the actual conditions encountered at the site may differ from those inferred and must be confirmed during construction by SFA.

4.1 Geotechnical Model

The subsurface conditions inferred from our desktop review are summarised below:

Soil Unit	Name	Description	Depth to top of layer (m)	Thickness of layer (m)
1	FILL	Silt and sand, trace to some organics, loose.	0	0 – 1.0
2	Colluvium	Silt, sand and gravel, trace cobbles and boulders, loose to compact.	0 – 1.0	0.8 – 1.8
3	Glacial deposits	Sand and gravel, dense.	1.8 +	> 3.0

4.2 Groundwater Conditions

Perched groundwater should be expected from within the coarse grained soils with higher permeability. The amount of seepage is expected to fluctuate seasonally, especially following heavy rainfall events. An existing drainage path was noted towards the base of the slope, below the proposed improvements which was dry at the time of our review.

5.0 DISCUSSION

5.1 Geotechnical-Hazards

The proposed garage is located within two slope hazard development permit zones, namely DPA 3A & 3C. It is also directly adjacent to the DPA 2C creek hazard zone.

DPA 3A is related to open-slope slides and extends from Highway 99 to the eastern municipal boundary and would require an area-wide assessment which is outside of our scope for the proposed garage. The garage is not expected negatively impact the subject slope and is not expected to transfer any additional landslide risk onto neighbouring properties.

DPA 3C relates to the stability of foundations, excavations, fill-slopes, and water control on slopes that are steeper than 30 degrees and is considered to be the primary geo-hazard to potentially impact the development. SFA has subsequently undertaken a 2D limit-equilibrium based stability analysis to provide geotechnical recommendations for the development. The stability assessment results are provided in

Section 5.4 below.

The DPA 2C creek hazard is related to the south-facing side of the ravine formed by Rundle Creek, approximately 30 meters south of the property. We are of the opinion that the proposed garage is located a sufficient distance back from the top of this ravine that the DPA 2C creek hazard is not relevant to the proposed development.

5.2 Seismicity

The 2018 British Columbia Building Code (2018 BCBC) states that the objective of earthquake-resistant design is to prevent major failure and/or collapse of structures. Structures designed in conformance with the National Building Code of Canada (NBCC) provisions should be able to resist moderate earthquakes without significant damage and major earthquakes without collapse. Collapse is defined as a state where occupants can no longer exit the building because of structural failure. For our analysis, we have relied upon the 2015 NBCC interpolated seismic hazard values from Natural Resources Canada, which are consistent with the 2018 BCBC.

For design purposes, the BCBC 2018 defines a “major” earthquake as one which results in accelerations and velocities with a 2% chance of being exceeded in 50 years which equates to a 1 in 2,475-year probabilistic seismic hazard. The firm ground peak ground acceleration (PGA) at this location is 0.27 g, where g is acceleration due to gravity.

For the purpose of this report, moderate ground shaking has been represented by the mean ground motion with a probability of exceedance of 10% in 50 years. This equates to a 1 in 475-year probabilistic seismic hazard with an associated firm ground PGA of 0.17 g.

Based on published geological information and our visual observations from the site we do not consider the underlying soils to be susceptible to earthquake induced liquefaction in consideration of the 2018 BCBC probabilistic seismic hazard.

Seismicity has been considered in the slope stability assessment outlined below in Section 5.3.

5.3 Slope Stability Assessment

5.3.1 Background

A slope stability assessment was completed at the site to quantify the natural hazard risk and to provide recommendations for the proposed development. Risk tolerance criteria adopted for the assessment was based upon the District of North Vancouver (DNV's) natural hazard risk tolerance criteria, which is considered an industry standard in BC. This criterion is consistent with the Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in BC (APEGBC 2010).

Using a factor-of-safety based approach, the DNV's risk tolerance is specified as follows (DNV 2009):

- New Development:
 - Static FOS > 1.5
 - Seismic FOS (under 1:2475 earthquake loads) > 1.0 or deformation < 0.15m.

- Existing Development:
 - Static FOS > 1.3
 - Seismic FOS (under 1:475 earthquake loads) > 1.0 or deformation < 0.15m.
 - Seismic FOS (under 1:2475 earthquake loads) > 1.0 or deformation < 0.15m.

The risks associated with slopes meeting the above criteria are considered broadly acceptable.

5.3.2 Methodology

A two-dimensional representative cross-section of the site was developed using a combination of site survey, visual observations and ground probing. The stability of the slope was assessed using limit equilibrium analysis methods and SLOPE/W software by GeoSlope (2018 R2). The soil strength parameters were assigned based on visual assessment, slope stability analysis back-analysis and judgement.

The groundwater conditions were inferred from the desktop review, visual observations within the slope and the water elevation within Rundle Creek. The structural loading for foundations was provided by United Building Systems and were included in our analysis.

The estimated slope deformations under seismic conditions were calculated using the pseudo-static slope displacement-based seismic coefficient method as described in the APEGBC Guidelines (2010).

The calculated pseudo-static slope displacement-based seismic coefficient (k_{15}) as described in the APEGBC Guidelines (2010) is 0.16 g.

5.3.3 Stability Results

Our analyses indicate that the existing slope does not meet the tolerance criteria for new developments under static or seismic conditions. However, with adequate foundation embedment and the additional retaining support from the proposed structure the global stability of the slope would be increased to within tolerable levels.

Based on our analyses, a minimum foundation embedment depth of 2 m is required to meet the minimum stability criteria in consideration of static and seismic conditions.

Under static conditions the critical slip surface is located on the down-slope side of the proposed garage with a factor of safety (FoS) of 1.4 (Figure 1, Appendix A). Global slip surfaces related to the proposed garage have factors of safety > 1.6 (Figure 2, Appendix A).

Under seismic conditions, critical failure surfaces have safety factors greater than 1.0, which suggests that post-earthquake slope displacements are likely to be less than 15 cm and meet the stability criteria.

The results of our stability analyses and a copy of our landslide assessment assurance statement are provided in Appendix B and C respectively.

5.4 Retaining Walls

Based on preliminary drawings, two concrete L-shaped retaining walls will be required near the top of the slope. The upper wall would replace the existing timber-crib retaining wall which supports the cul-de-sac at the end of Panorama Drive.

The required embedment depth for L-shaped retaining walls will be governed by the influence of the down-slope footings and the overall global stability of the slope as discussed in Section 5.3 (above). Drainage provisions must be placed behind each retaining wall to prevent the build up of hydrostatic water pressure on the wall.

6.0 DESIGN RECOMMENDATIONS

6.1 Site Preparation

6.1.1 Stripping

Prior to construction, all existing vegetation, topsoil, disturbed or loose fill and/or colluvium should be removed from beneath foundations and slabs on grade to expose a subgrade consisting of dense sand and gravel. Unnecessary disturbance of the slope outside the proposed development footprint should be avoided where possible.

SFA should be requested to review the ground at the time of site stripping to identify the depth of stripping required.

6.1.2 Engineered Fill

Any grade reinstatement beneath grade supported slabs, or pavement sections should be completed with “engineered fill”. In the context of this report any “engineered fill” is defined as clean sand to sand and gravel fill, containing less than 8% fines, compacted in lifts to a minimum standard of 95% of its Modified Proctor Maximum Dry Density (ASTM D698) while at a moisture content that is within 2% of its optimum for compaction.

We recommend the existing materials be well compacted in place using a vibrating plate compactor prior to placing any additional fill if required. The compacted subgrade must be reviewed by SFA prior to placing additional fill materials.

6.2 Foundations

Spread footings orientated perpendicular to the slope are the geotechnically preferred foundation type at this site. A minimum embedment depth of 2 m is required to achieve the recommended global slope stability criteria outlined in Section 5.3.1.

Foundations should be directly supported by the native glacial deposits, which are expected at up to 1.8 m depth beneath the current ground surface. The base of foundations should be horizontal and stepped down the slope in accordance with the structural engineers’ requirements. We recommend that vertical steps within the foundation do not exceed 0.5 m in height unless specific structural details are provided.

The following preliminary bearing capacities are recommended for the proposed structure:

- Serviceability Limit State (SLS) = 75 kPa;
- Ultimate Limit State (ULS) = 150 kPa.

The actual embedment depth of foundations should be confirmed by SFA during construction.

Post-construction settlements are estimated to be less than 30 mm with differential settlements of less than 30 mm over a 10 m span (1 in 300).

6.2.1 Seismic Design of Foundations

Based on our local experience and the published geological maps for the area we recommend using seismic site response classification for this site is “**Site Class C**” in accordance with Table 4.1.8.4.A of the 2018 BCBC.

For resistance to lateral loads, both friction on the base and passive resistance for embedded portions of the spread foundation may be considered. Preliminary design parameters for resistance to lateral loads are provided below:

Passive earth pressure coefficient (Kp) down- slope	=	1.12
(Kp) up-slope	=	5.0
Friction factor (tan δ)	=	0.6

Ground anchors may be required if lateral loads cannot be resolved with sufficient embedment using the design parameters provided above.

6.2.4 Frost Protection

The underside of foundations should be located at least 0.6 m below finished site grades for frost protection.

6.3 Retaining Wall Design

We expect that sloped cuts will be utilized during construction and that retaining walls will support engineered backfill as described in Section 6.1.2. Therefore, gravity-type retaining structures should be designed assuming the following preliminary earth pressures:

Static – Triangular pressure distribution (kPa) = 6.0 H

Seismic – Inverse triangular pressure distribution (kPa) = 4.5 H *where H is total retained height in metres.*

SFA can provide detailed geotechnical design parameters for gravity retaining walls during detailed design if required.

6.4 Concrete Slabs on Grade

All grade supported concrete slabs should be underlain by a minimum of 150 mm of 19 mm clear crushed gravel, to prevent moisture from accumulating below the slab, placed over compacted “engineered fill” as described in this report. The gravel should be lightly tamped in place. We recommend that a poly moisture barrier be placed overlying the gravel beneath the grade supported slabs to help reduce moisture within the concrete slab.

6.5 Foundation Drainage

We recommend that a conventional perimeter drainage system be included to help intercept and dispose of any migrating subsurface water at foundation level. Weep holes should be provided through any footings which are orientated across the slope.

7.0 FIELD REVIEWS

As is normally required for Municipal Letters of Assurance, SFA Geotechnical Inc. should be asked to carry out sufficient field reviews during construction to ensure that the Geotechnical Design recommendations contained within this report have been adequately communicated to the design team and to the contractors implementing the design. These field reviews are not carried out for the benefit of the contractors and therefore do not in any way effect the contractor's obligations to perform under the terms of their contract.

It is the contractors' responsibility to advise SFA Geotechnical Inc. (a minimum of 24 hours in advance) that a field review is required. Geotechnical field reviews are normally required at the time of the following:

1. Stripping	Review of stripped subgrade prior to any fill placement
2. Compaction	Review of compacted subgrade prior to filling
3. Filling	Review of any engineered fill used to raise grades
4. Preload	Review of preload location and settlement readings
5. Subgrade	Review of prepared foundation subgrade
6. Slab-on-grade	Review of slab-on-grade preparation

It is critical that these reviews are carried out to ensure that our intentions have been adequately communicated. It is also critical that contractors working on the site view this document in advance of any work being carried out so that they become familiarized with the sensitive aspects of the works proposed. It is the responsibility of the developer to notify SFA Geotechnical Inc. when conditions or situations not outlined within this document are encountered.

8.0 CLOSURE

This report is prepared solely for use by our client and their design team for this project as described to the general standards of similar work for similar projects in this area and no other warranty of any kind is expressed or implied. SFA Geotechnical Inc. accepts no responsibility for any other use of this report.

We are pleased to assist you with this project, and we trust this information is helpful and sufficient for your purposes at this time. However, please do not hesitate to call the undersigned if you should require any clarification or additional details.

For:

SFA Geotechnical Inc.

Reviewed by:

Issued for client review

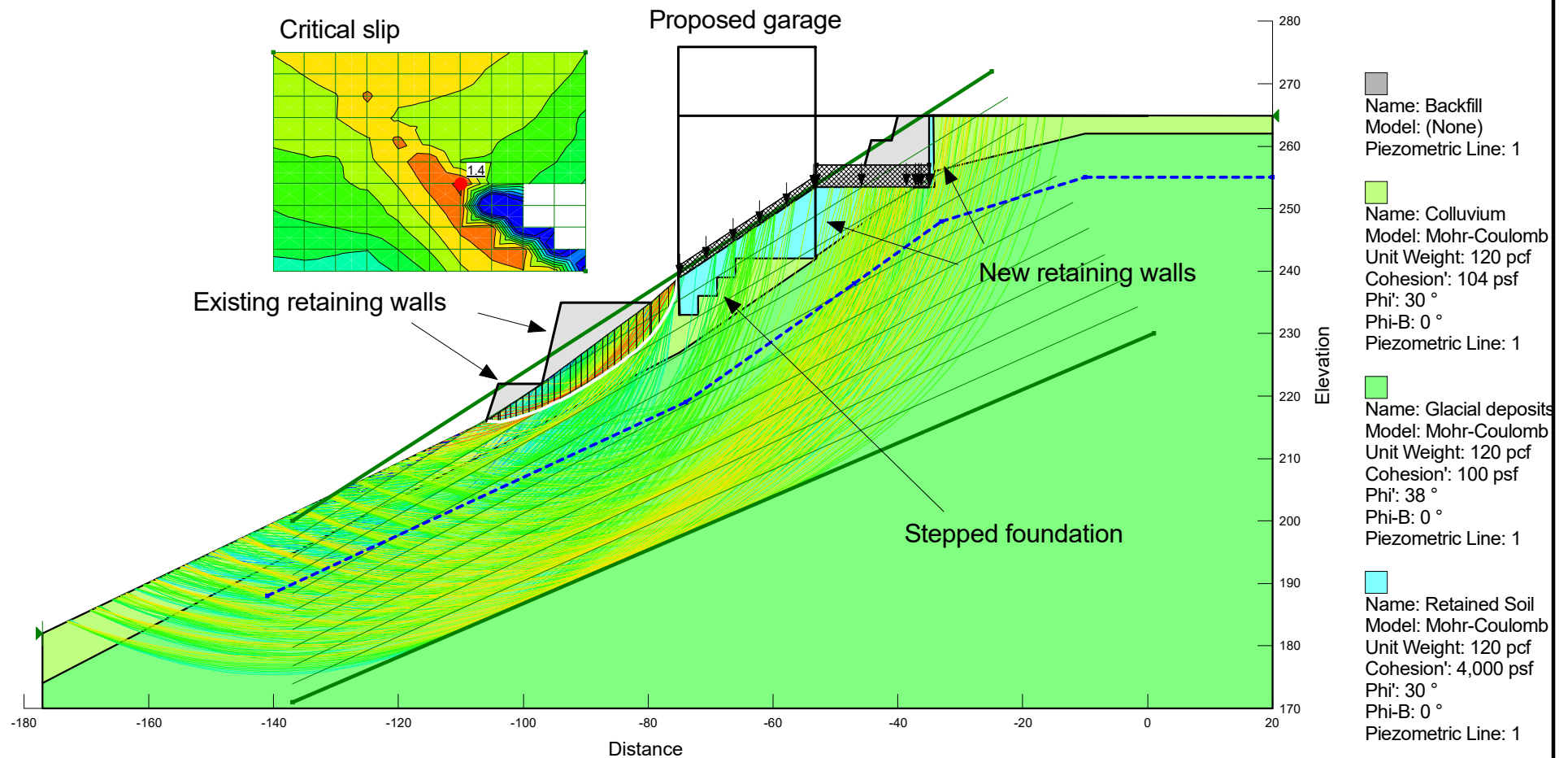
Daniel Sims, B.E.(Hons), P.Eng.
Geotechnical Engineer

Steven Fofonoff, M.Eng., P.Eng.
Principal

APPENDIX A: PROPOSED DEVELOPMENT

APPENDIX B: SLOPE STABILITY ANALYSIS RESULTS

Figure 1: Static, Normal ground water conditions, Min. 2 m foundation embedment



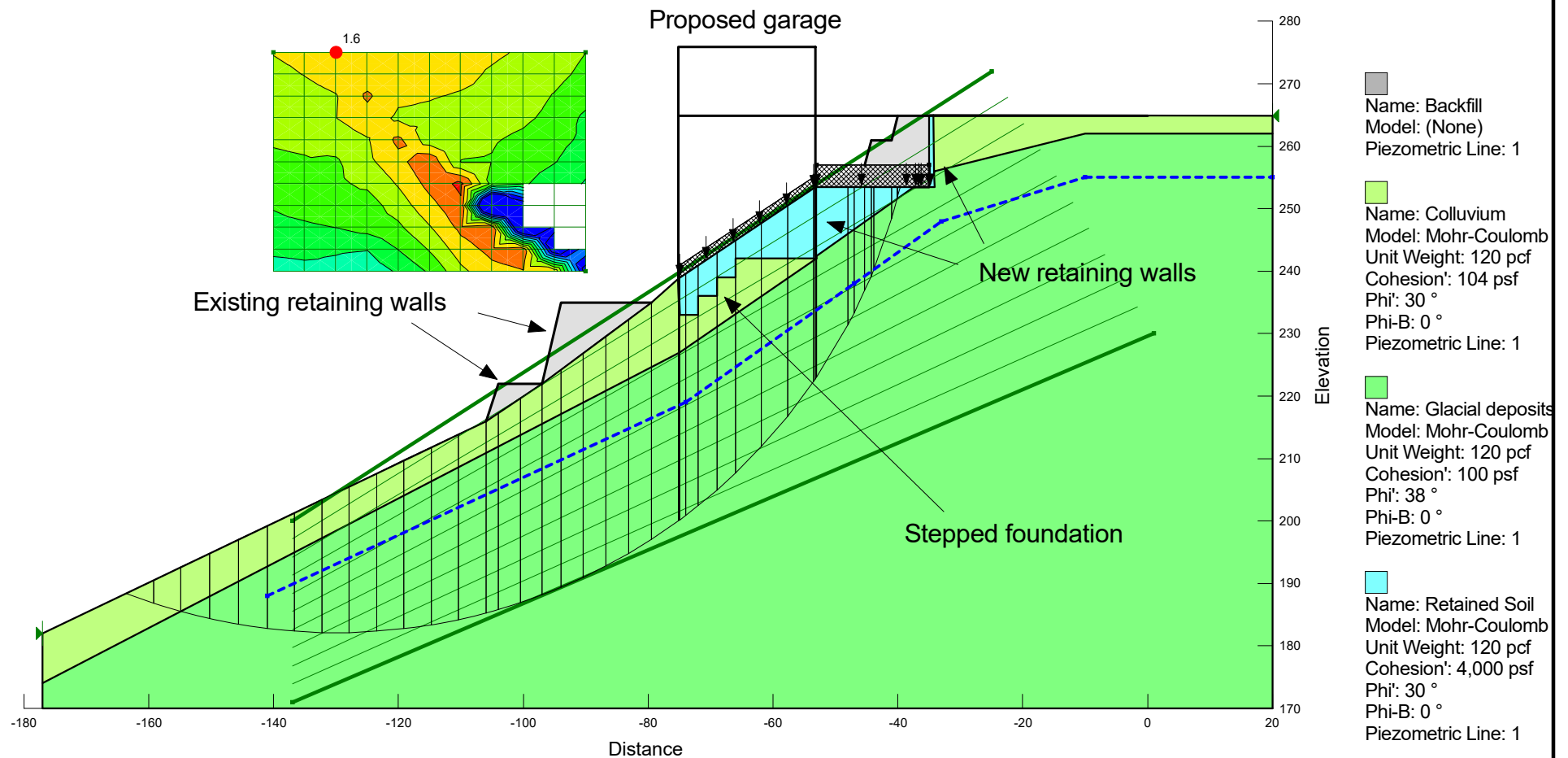
Slope Stability

23.5.2019 DS Static - per drawings R4.gsz

2019-08-15

1:300

Figure 2: Static, Normal ground water conditions, Min. 2 m foundation embedment



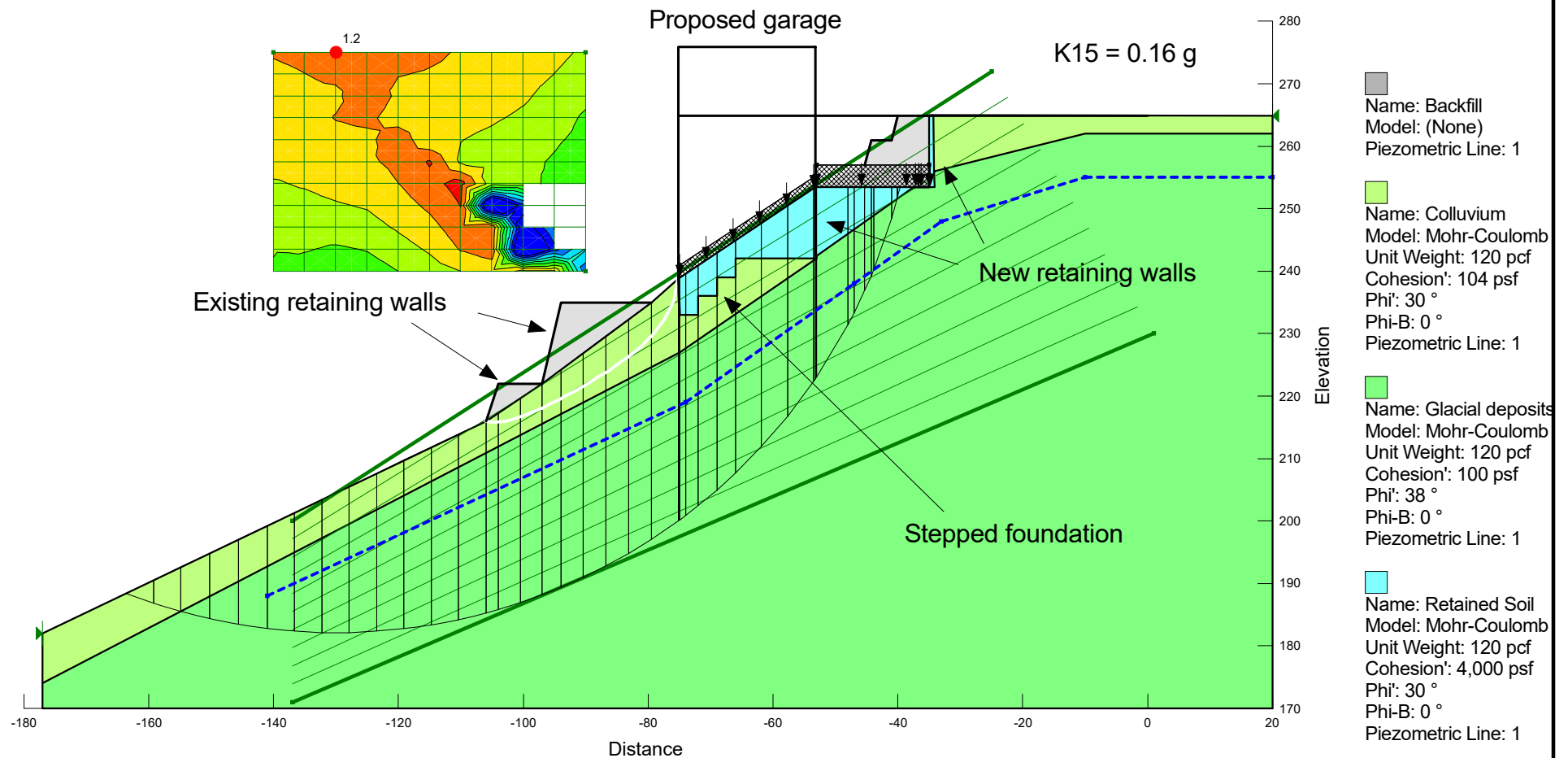
Slope Stability

23.5.2019 DS Static - per drawings R4.gsz

2019-08-15

1:300

Figure 3: Seismic (K15), Normal ground water conditions, Min. 2 m foundation embedment



Slope Stability

23.5.2019 DS Seismic - per drawings R4.gsz

2019-08-15

1:300



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	240 Oceanview Road Encroachment Agreement & S.219 Covenant		
Author	Nai Jaffer	Reviewed By:	Peter DeJong
Date	December 10, 2019	Version	
Issued for	December 17, 2019 Council Meeting		

Recommendation:

- (1) THAT the Municipality enter into a new Encroachment Agreement and Section 219 Covenant with the Owners of 240 Panorama Road in substantially the same form as the draft Agreement and Covenant attached to this report;
- (2) THAT the said Section 219 Covenant be registered against the property at 240 Oceanview Road in the Land Title Office; and
- (3) THAT the CAO and Mayor be authorized to execute both the Encroachment Agreement and the Section 219 Covenant.

Attachments:

- (1) Original Driveway Alignment
- (2) Draft 2019 Encroachment Agreement for 240 Oceanview Road;
- (3) Draft 2019 Section 219 Covenant for 240 Oceanview Road;
- (4) Before and After Landscaping Photographs;

Key Information:

In April of 2016, Council approved an Encroachment Agreement and a Section 219 Covenant registered at the Land Titles Office of BC in order to facilitate the construction of a narrow driveway alignment involving two switchbacks and culminating in a single car garage in the frontage of the lot. The approval of this Encroachment occurred prior to the initiation of construction on this project and, subsequent to the demolition of the pre-existing home, the project engineer, TDM Projects Inc. (TDM) revised the driveway to make it wider and increased the size of the garage. Geotechnical engineers, Islay Engineering Services Inc. provided the required geotechnical support for the revised driveway design.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

The revision of this driveway design incorporates retaining walls that provide support to the paved portion of Oceanview Road as well as a tension anchored shotcrete mesh structure to protect the existing driveway at 250 Oceanview Road. Due to topographical conditions of the lot, both the lock-block retaining walls and shotcrete anchor walls are substantial structures and present as large visual distractions. To remediate the look of the lock-block retaining walls, a substantial cedar hedge and ground plantings were installed. To remediate the look of the shotcrete retaining wall, landscape planting bags were used to create a vegetative wall covering the shotcrete structure (see attached before and after photographs).

Public Works staff support this application as it will not interfere with pedestrian, vehicular traffic, or the future installation of underground infrastructure at this location and will provide added structural stability to the roadway.

Options:

- (1) Approve the application;
- (2) Amend the recommendations and approve the application;
- (3) Do not approve the application and instruct staff otherwise.

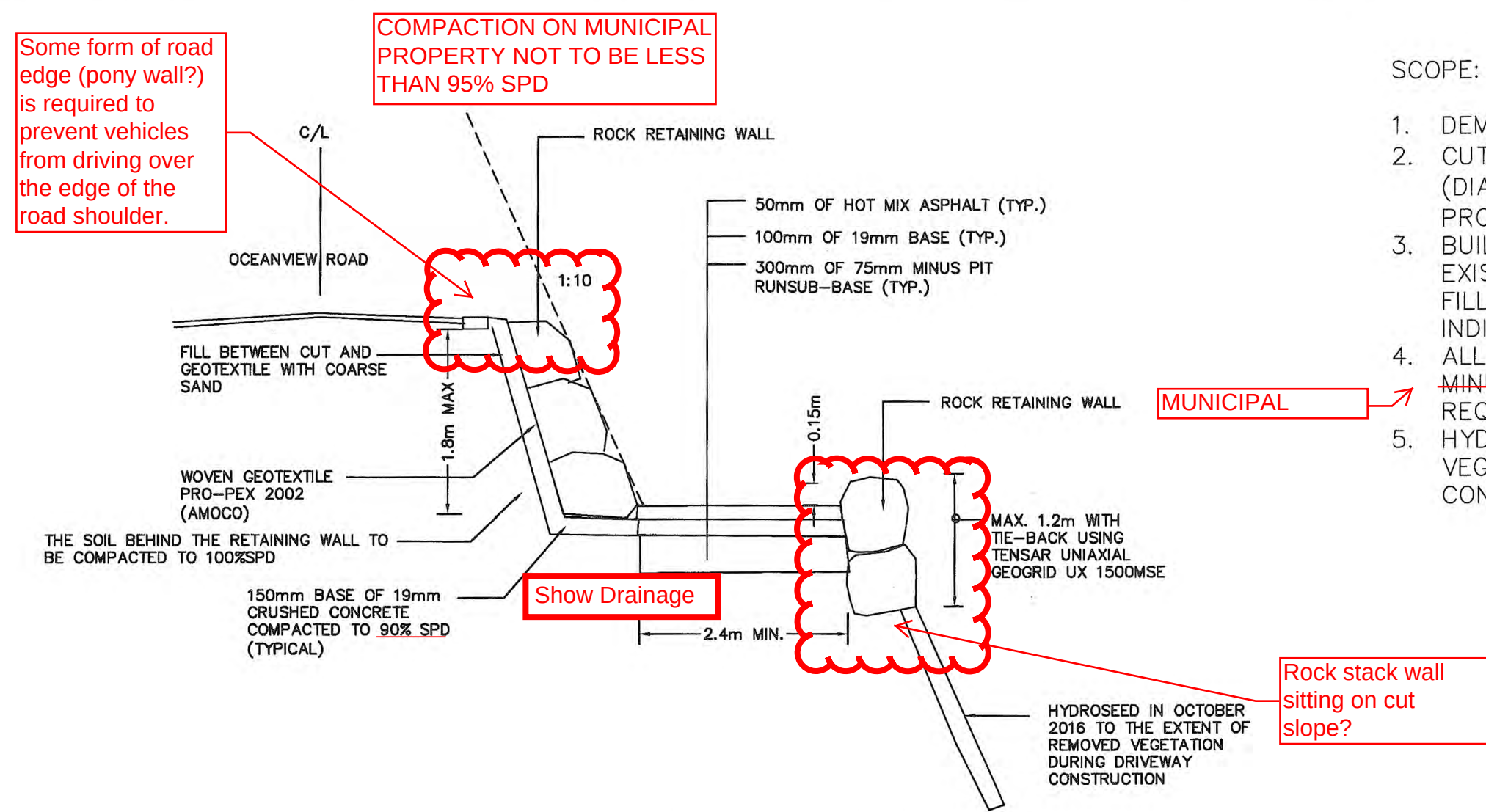
Preferred Option: Approve the application. The proposed structure will also enhance the structural stability of the road and will not negatively impact the Municipality's investment.

Financial Considerations: None

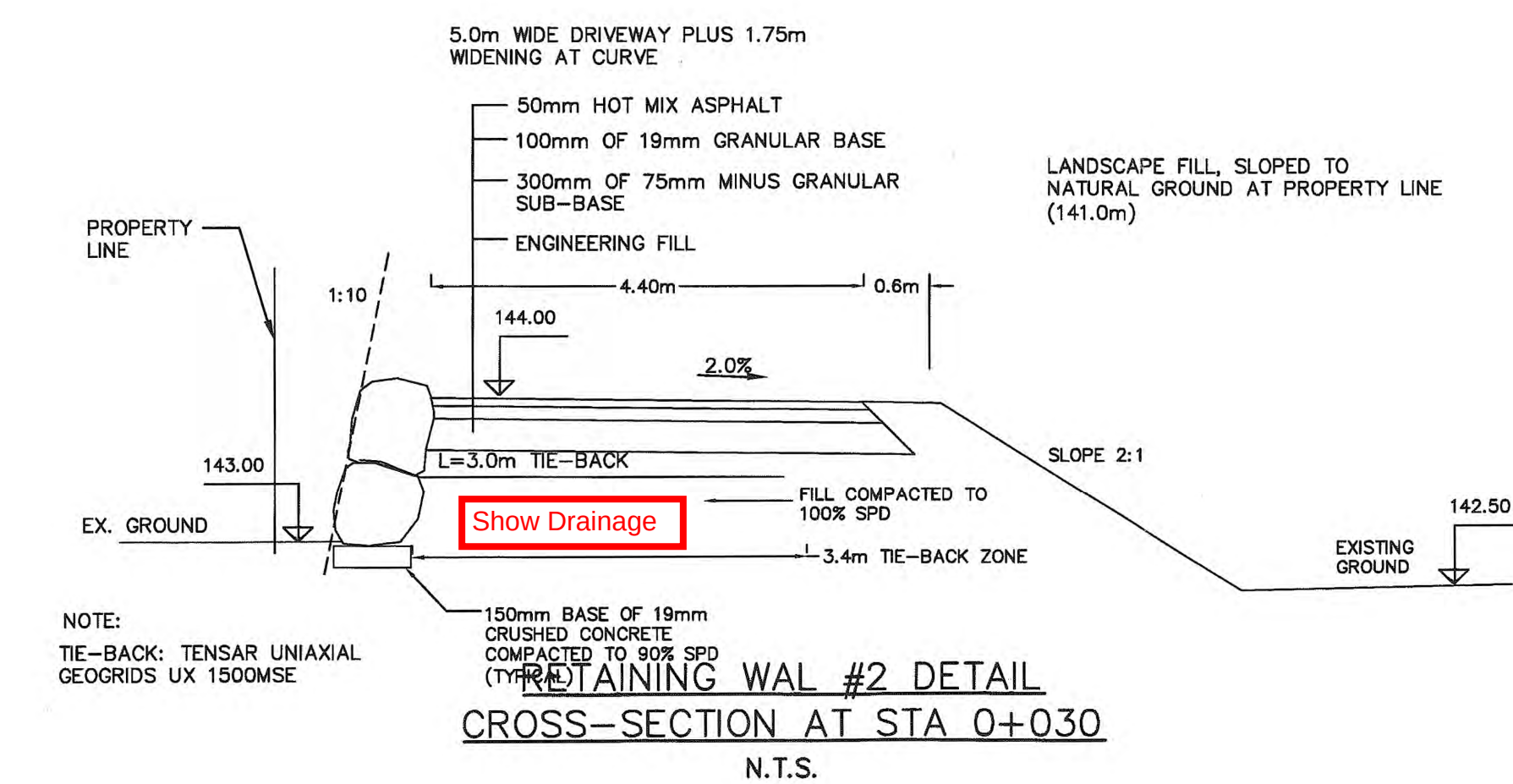
Legal Considerations: Encroachment agreement attached. Section 219 LTO covenant attached.

Follow Up Action: Per Council direction.

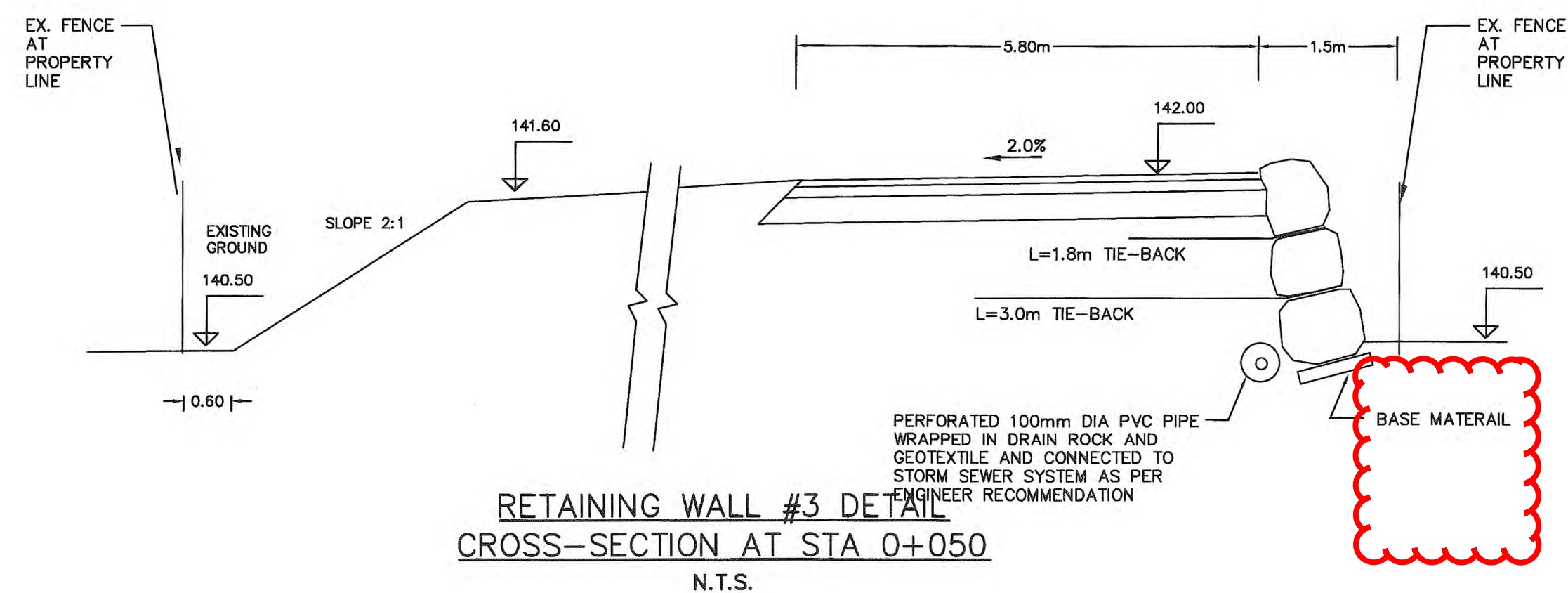
Communication Plan: N/A



RETAINING WALL #1 DETAIL
CROSS-SECTION AT STA 0+000 TO 0+010
N.T.S.



RETAINING WALL #2 DETAIL
CROSS-SECTION AT STA 0+030
N.T.S.



RETAINING WALL #3 DETAIL
CROSS-SECTION AT STA 0+050
N.T.S.

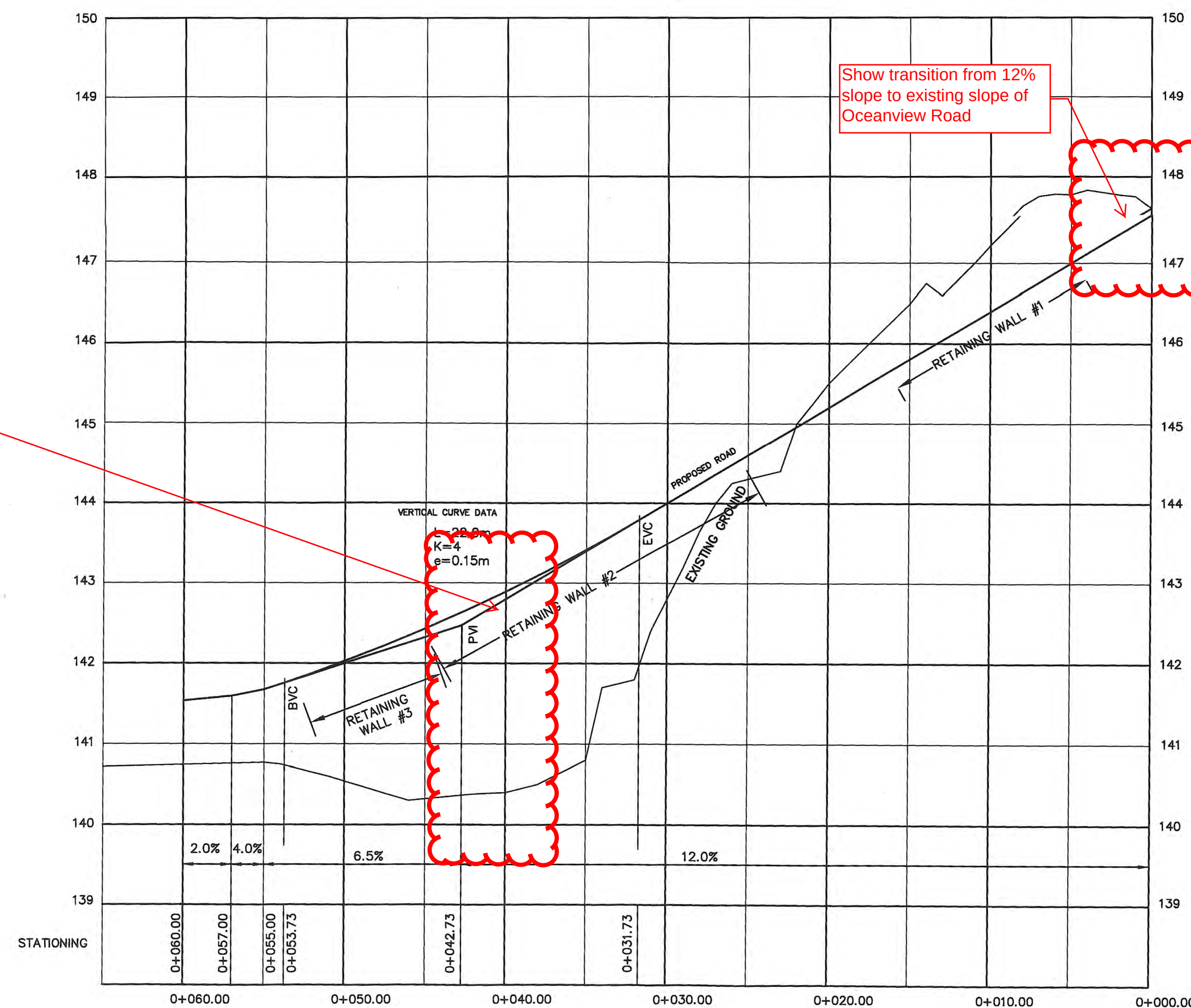
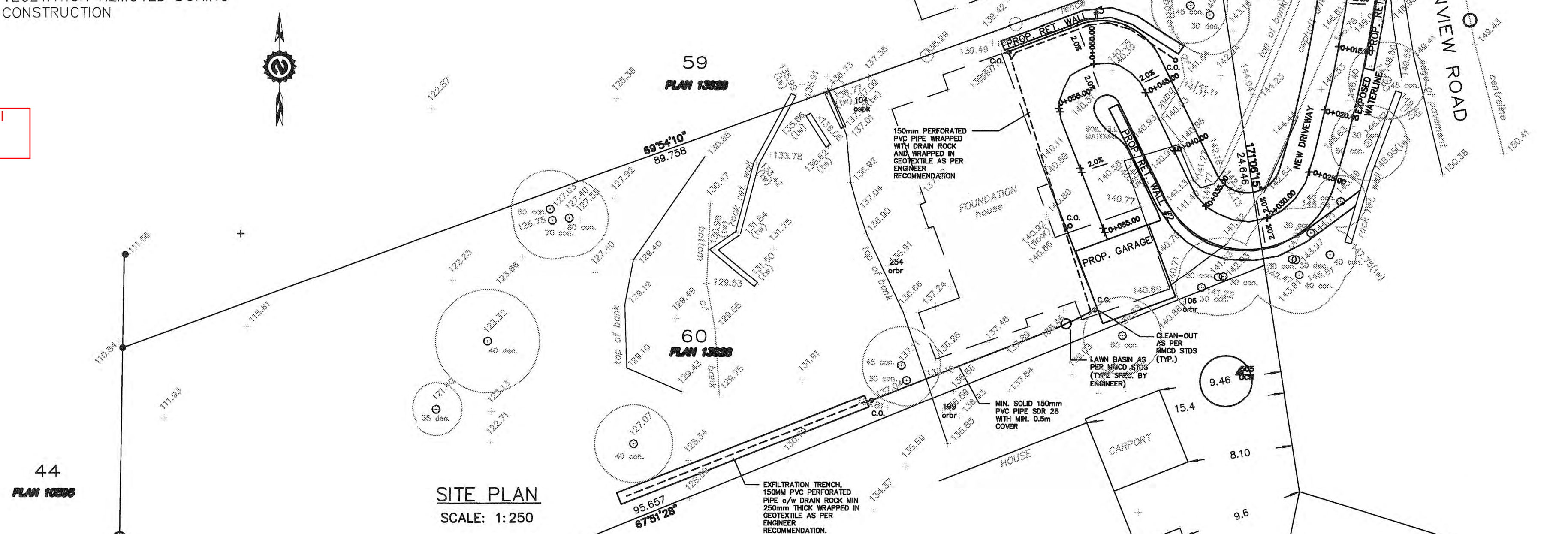
SCOPE:

1. DEMOLISH EXISTING HOUSE
2. CUT/REMOVE MARKED TREES (DIA>100mm, 7 EA. ON VILLAGE PROPERTY, 4 ON PRIVATE PROPERTY)
3. BUILD NEW DRIVEWAY AND REMOVE EXISTING ONE AND INSTALL MATERIAL FILL ON PRIVATE PROPERTY AS INDICATED.
4. ALL WORKS AS PER MMCD AND MUNICIPAL STANDARDS AND REQUIREMENTS
5. HYDROSEED SLOPE WHERE VEGETATION REMOVED DURING CONSTRUCTION

WATERLINE NOTES:

1. INSTALL CC AT EXISTING ELEVATION 148.10m IN CONTROL CHAMBER MEETING THE VILLAGE STANDARDS.
2. INSTALL 150mm STEEL DUCT FROM VALVE ACROSS RETAINING WALL AND UNDER DRIVEWAY (450mm DEEP)
3. INSTALL 150mm WATER SERVICE TO THE PROPERTY LINE AS PER VILLAGE SPECIFICATIONS
4. INSTALL CC AT PROPERTY LINE IN 150mm STANDPIPE CHAMBER

VILLAGE TO PROVIDE 38mm RESIDENTIAL SERVICE LINE WITH SHUT-OFF FROM MAIN TO EXISTING ELEVATION 148.10m ON BOULEVARD



PROFILE

SCALE: H=1:250/V=1:25

TDM PROJECTS INC.
WEST VANCOUVER B.C.
TEL: (604) 290-6941
tomato@shaw.ca

Engineer:

ADDRESS: 240 OCEANVIEW ROAD LIONS BAY BC

Revisions:
1. APRIL 2016 ADDED HORIZONTAL CURVES INFO
2. AUGUST 2016 CROSS-SECTIONS, ALIGNMENT REVISION

Project Title: 240 OCEANVIEW ROAD LIONS BAY BC
Sheet Title: DRIVEWAY

Scale: AS NOTE
Date: 8/25/2016
Proj #: 10
Sheet #: C-1
Rev #: 1

HIGHWAY ENCROACHMENT AGREEMENT (LICENCE TO OCCUPY)

THIS AGREEMENT dated for reference the 17th day of December, 2019.

BETWEEN:

SEAN MICHAEL JACK, residing at 240 Oceanview Road, Lions Bay BC, V0N 2E0
(hereinafter called the “**Licensee**”)

AND:

THE VILLAGE OF LIONS BAY, a municipal corporation, having offices at 400 Centre Road, Lions Bay BC, V0N 2E0
(hereinafter called the “**Municipality**”)

GIVEN THAT:

- A. The Municipality holds ownership and possession of highways lying and being in the Village of Lions Bay in the Province of British Columbia as per s. 35(1) of the *Community Charter*. The highway subject to this agreement is outlined in black as shown on the sketch plan in Schedule “A”

(the “**Road**”).
- B. The Licensee is the fee simple owner of those lands adjacent to the Road being in the Village of Lions Bay in the Province of British Columbia, more particularly known and described as:

Lot 60 Block 7 District Lots 1575 and 6748 Plan 13628
PID: 008-528-977

(the “**Licensee’s Property**”).
- C. The Licensee wishes to encroach upon an area of the Road as outlined in black crosshatches on Schedule “A” to this agreement (the “**Licence Area**”).
- D. The Municipality has agreed that the Licensee may occupy the Licence Area for the purposes and on the terms and conditions herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained herein and sum of \$10.00 now paid by the Licensee to the Municipality and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Licence** – The Municipality, on the terms and conditions set forth herein, grants to the Licensee the non-exclusive right and licence (the “**Licence**”) to access, construct and maintain:

- (a) a driveway, including all supporting structures, howsoever constructed;

- (b) retaining walls, howsoever constructed;

within the Licence Area as identified in Schedule “B” (the “**Works**”) for the purposes of accessing the Licensee’s Property, for only the Licensee and its permitted assigns and their servants, agents and invitees and for the Municipality and its successors and assigns and their servants, agents and invitees.

2. **Term and Renewal** – This Licence shall commence on the **17th Day of December, 2019** (the “**Commencement Date**”), and shall terminate upon the occurrence of any of the circumstances detailed in section 3, unless otherwise agreed in writing by the Municipality.

3. **Termination**

- (a) The Licence will automatically terminate upon any of the following occurrences:

- (i) the Driveway being removed with the permission of the Municipality;

- (ii) the Licensee breaches a term of the s. 219 Covenant Agreement, dated December 17, 2019 and registered on title to the Licensee’s Property in favour of the Municipality (the “Covenant Agreement”);

- (iii) at any time upon the Licensee providing written notice to the Municipality;
or

- (iv) at any time upon the Municipality providing at least 6 months written notice of termination to the Licensee.

- (b) The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:

- (i) if the Licensee defaults in the observance or performance of any of the terms and conditions contained in this Licence and the Licensee fails to cure such default(s) within 30 days after written notice from the Municipality then the Municipality will be entitled to terminate the Licence without limiting the Municipality’s other remedies at law or at equity; and

- (ii) if the default under subsection (i) reasonably requires more time to rectify or cure than 30 days, the Licensee will be deemed to have complied with the rectification or curing of it if the Licensee commences rectifying or curing the default within 30 days after notice from the Municipality and diligently completes same as soon thereafter as is reasonably practical.

All of the Licensee's obligations under this Licence that are outstanding on the date that this Licence is terminated will survive the termination of this Agreement. For certainty, the Licensee's obligations to release and indemnify the Municipality shall survive the termination of this Agreement, but only in respect of events occurring before termination of this Agreement.

4. **Powers** – For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:
 - (a) use the Licence Area;
 - (b) have unobstructed access to and from the Licence Area at any and all times;
 - (c) clear the Licence Area and keep it clear of anything which might in the opinion of the Licensee, acting reasonably, constitute an obstruction to the use of the Licence Area by the Licensee; and
 - (d) do all other things on the Licence Area as may be reasonably necessary, desirable and incidental to the use of the Licence Area.
5. **Municipality May Access and May Undertake Work** – The Municipality shall have free access to all parts of the Licence Area. The Municipality is not required to give any notice to repair the Road or the Licence Area.
6. **No Other Improvements** – The Licensee will not, without the prior written consent of the Municipality, construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind including, without limitation, on any part of the Licence Area other than the Driveway identified in Schedule “B” in accordance with the Covenant Agreement.
7. **Use** – The Municipality will at all times have a priority right to use and occupy any portion or all of the Licence Area, without notice, in order to access other portions of the Road, or the Licensee's property, or to carry out any public service or responsibility that requires use of or access to the Licence Area.

The Licensee acknowledges and agrees that, by granting this Agreement, the Municipality is not accepting any responsibility for the Licensee's use of the Licence Area. The Licensee shall use best efforts to cause a minimum of obstruction and inconvenience in the Licence Area.

8. **Maintenance, Repair, Replacement** - the Licensee, or their successors, shall be solely responsible for maintenance, and if necessary, repair or replacement of the Works and the Municipality shall have no responsibility or liability whatsoever for the Works or any portion thereof; the Licensee shall apply for and obtain explicit permission from the Municipality before conducting any repair or replacement of the Works or any portion thereof.

9. **Site Clean-up** – Upon termination of this Licence, the Licensee will leave the Licence Area in a tidy condition, and the Licensee, if required by the Municipality in its sole discretion, shall remove all personal property belonging to the Licensee within 60 days after termination of this Agreement. Any personal property not removed by the Licensee shall become the absolute property of the Municipality free of all encumbrances, without payment of any compensation to the Licensee.
10. **No Waste or Nuisance** – The Licensee will not commit or allow any wilful or voluntary waste or destruction of the Licence Area, or do anything that may become a nuisance or annoyance to other occupiers of the Road or adjoining lands. The Licensee will not stockpile or burn any materials on the Licence Area.
11. **Compliance with Laws** – The Licensee will at all times during the currency of this Licence use the Licence Area in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
12. **Assignment** – Except as expressly set out herein, the rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred. Upon transfer of ownership of the Licensee's Property, the Licensee must assign its interests and obligations under this Licence to the new property owner with the prior written consent of the Municipality, such consent which will not be unreasonably withheld or delayed, and provide the Municipality with evidence of such assignment to the Municipality's satisfaction. If the Licensee is unsuccessful in assigning its interest as set out herein within 30 days of the Licensee's Property being transferred, the Licensee agrees to immediately pay to the Municipality upon demand, up to \$2,000 in costs associated with and incurred by the Municipality in the execution of a new licence agreement with the new owner, such costs being determined at the sole discretion of the Municipality.
13. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and that the Municipality will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, its servants, agents, or invitees arising out of this Agreement or its or their use and occupation of the Licence Area.
14. **Indemnity** – The Licensee hereby indemnifies and saves harmless the Municipality, its officers, directors, elected officials, employees and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Municipality, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:
 - (a) the uses of the Licensee under this Licence;

- (b) a breach by the Licensee of any of the covenants contained in this Licence;
- (c) any wrongful act or neglect of the Licensee on or about the Licence Area;
- (d) any damage to property related to the Licensee's use and occupancy of the Licence Area;
- (e) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the Licence Area.

This section does not apply to liabilities, damages, costs, claims, suits or actions arising out of the gross negligence or wilful misconduct of the Municipality, its agents, servants, employees or contractors.

15. **Insurance** – The Licensee shall obtain and keep in force throughout the existence of the Licence insurance naming the Municipality as an additional insured and protecting the Municipality and the Licensee (without any rights of cross-claim or subrogation against the Municipality) against claims by any person, including any member of the public using the Road, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Road or other loss relating to the Licensee's use of the Road to an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence (the "**Insurance Policy**").
 - (a) The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days' written notice to the Municipality.
 - (b) At the time of execution of this Licence, the Licensee shall deliver to the Municipality a copy of the Insurance Policy or an insurance binder or note evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.
 - (c) At any time during the Term of this Licence the Municipality may require the Licensee to provide evidence to it that the Insurance Policy is valid and in full effect.
16. **Breach** – In the event that the Licensee breaches any term, condition, or provision of this Agreement, the Licensee shall remedy the breach within 30 days of receipt of a notice from the Municipality and if the breach is not remedied within that time period, all rights accruing to the Licensee under this Agreement shall cease without further notice to the Licensee, unless the Municipality, in its sole discretion, decides otherwise.
17. **Municipality May Take Action** – If the Licensee fails to do any matter required of them under this Agreement, the Municipality is entitled to take all such actions on the Licensee's behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, but the Municipality is in no circumstance liable for not taking such action or its manner of doing so, provided that the Municipality acts reasonably. The Licensee shall pay to the Municipality the costs the Municipality incurs pursuant to this provision forthwith upon receipt of an invoice.

18. General

- (a) This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the Municipality and its successors, administrators and assigns.
- (b) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- (c) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- (d) The Schedules attached to this Agreement form part of this Agreement.
- (e) Time is of the essence of this Agreement.
- (f) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
- (g) The Licensee's use of the Licence Area will under all circumstances be viewed as a licence only and will not create nor be deemed to create any property interest in favour of the Licensee in the Licence Area.
- (h) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- (i) Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Municipality or the Council of the Municipality. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Licensee under any other agreement with the Municipality or, if the Municipality so elects, prejudice or affect the Municipality's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the Municipality's discretion, and the rights, powers, duties and obligations of the Municipality under all public and private statutes, by-laws, orders and regulations, which may be, if the Municipality so elects, as fully and effectively exercised in relation to the Road as if this Agreement had not been executed and delivered by the Licensee and the Municipality.

END OF PAGE

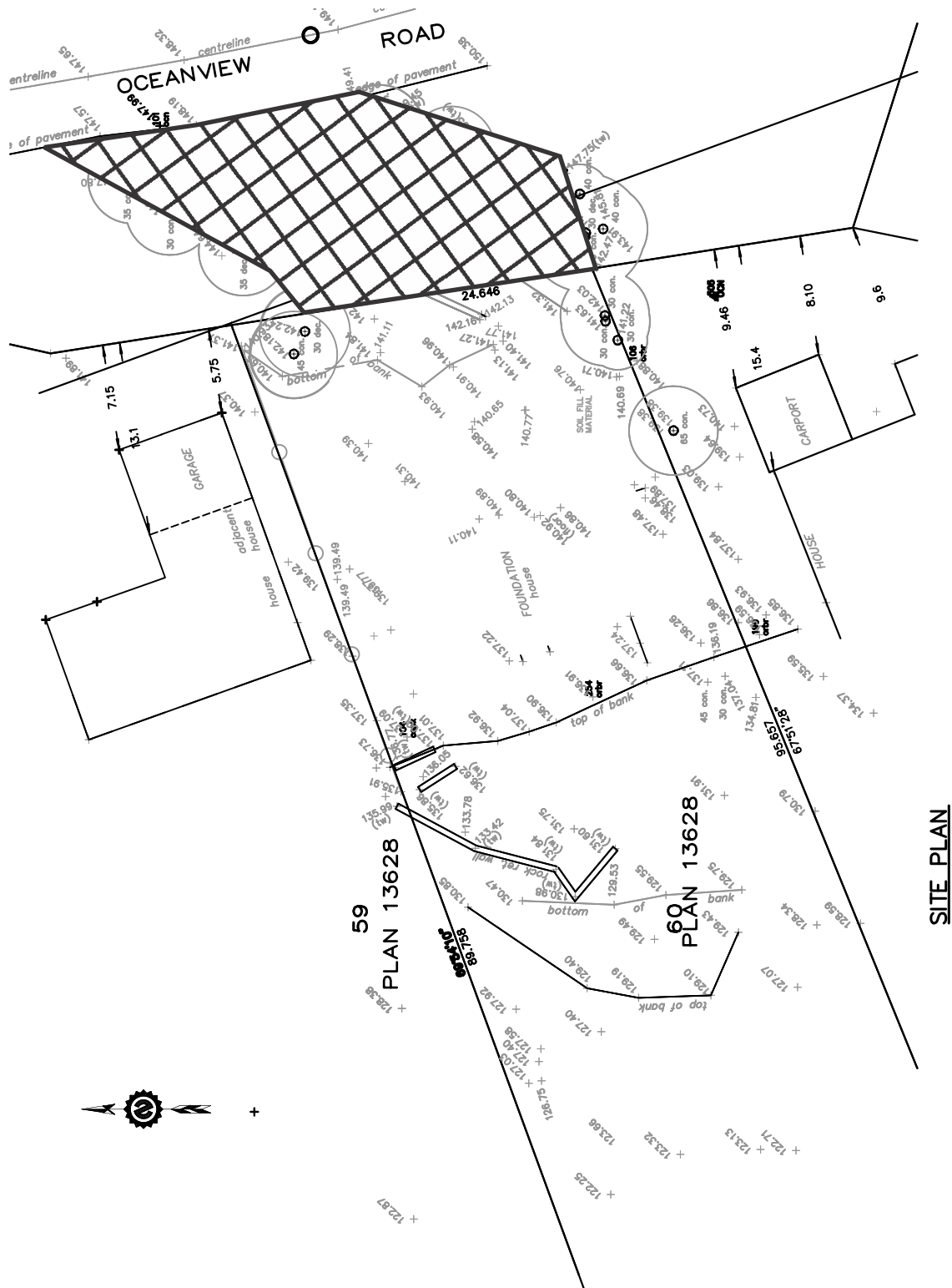
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

Village of Lions Bay)
by its authorized signatories:)
)
)
)
)
_____)
Mayor)
)
)
)
_____)
Corporate Administrator)

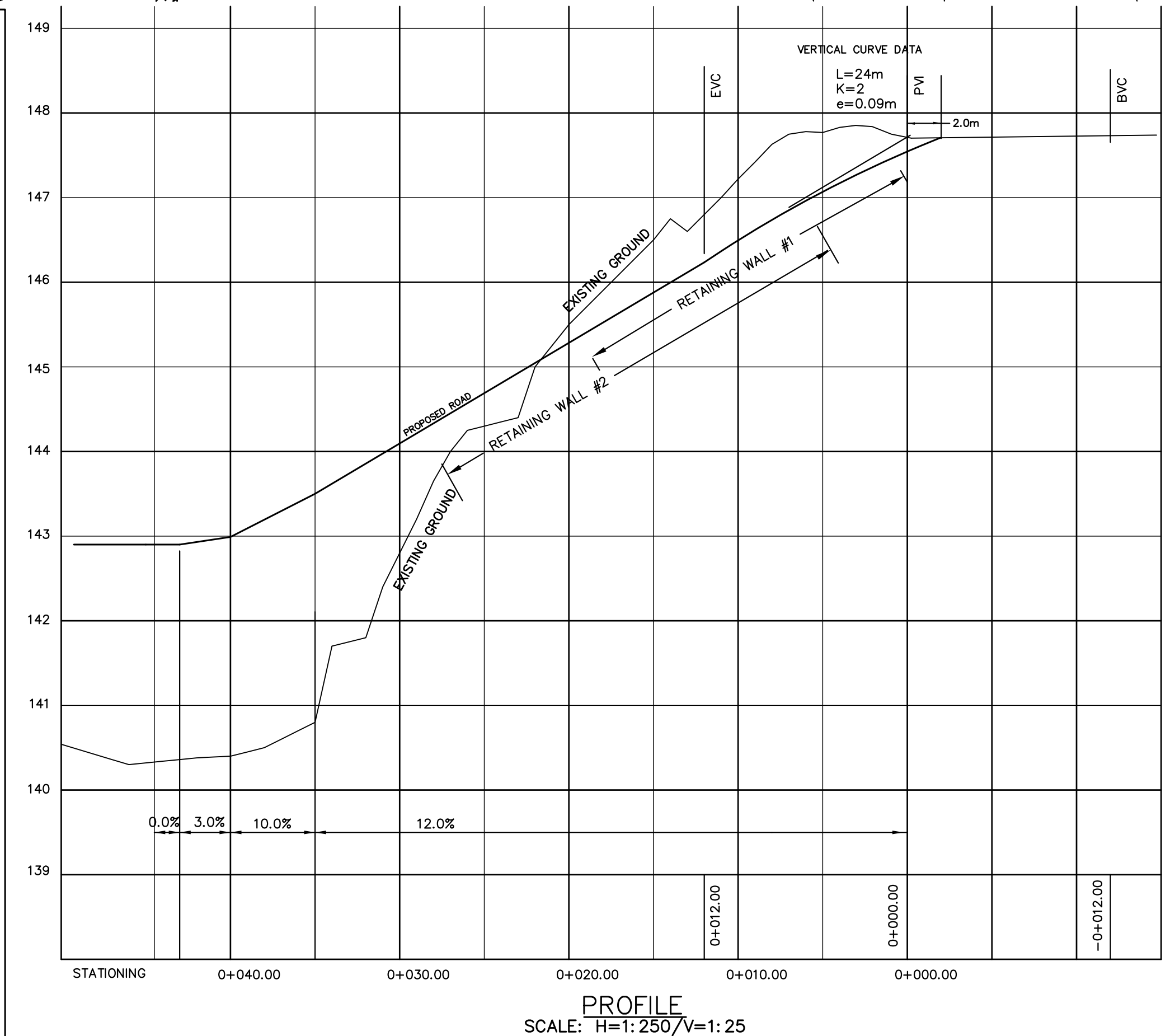
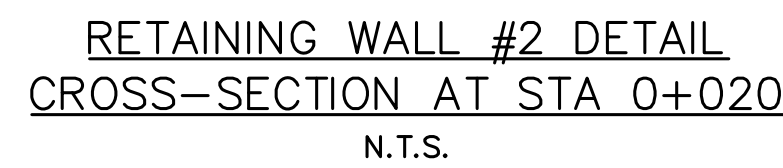
Sean Michael Jack)
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Sean Michael Jack)
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SCHEDULE A
SKETCH PLAN OF ROAD AND LICENCE AREA

SCHEDULE A
SKETCH PLAN OF ROAD AND LICENCE AREA



SCHEDULE B
SKETCH PLAN OF DRIVEWAY



GEOTECHNICAL REPORT – DETAILS OF RETAINING WALL

THE RETAINING WALLS MUST BE
CONSTRUCTED IN COMPLIANCE WITH
SHOWN DETAILS. THE RETAINING WALLS
SHOWN IN THE TYPICAL DRIVEWAY CROSS
SECTIONS ARE FOR ILLUSTRATION
PURPOSES ONLY.



ADDRESS:
240 OCEANVIEW ROAD
LIONS BAY,BC

Revisions:

1.

Project Title:
240 OCEANVIEW ROAD
LIONS BAY, BC

Scale:	AS NOTED
Date:	2/9/2017
Proj #:	100

Sheet # :

C-1

Rev # : 0

LAND TITLE ACT

FORM C (Sections 233)

Province of British Columbia

GENERAL INSTRUMENT - PART I (This area for Land Title Office use)

Page 1 of 19 pages

1. APPLICATION:

LIDSTONE & COMPANY,
Barristers and Solicitors
1300 – 128 Pender Street W.,
Vancouver, B.C., V6B 1R8
Tel. 604-899-2269 (File No. 10017-107)

Applicant's Solicitor

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
(PID) (LEGAL DESCRIPTION)**008-528-977****Lot 60 Block 7 District Lots 1575 and 6748 Plan 13628**

3. NATURE OF INTEREST:

Document Reference

Description

(Page and Paragraph)

Person Entitled to Interest

Section 219 Covenant**Transferee****Priority Agreement****Transferee**

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms

☐ D. F. No.

(b) Express Charge Terms

☒ Annexed as Part 2

(c) Release

☐ There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

SEAN MICHAEL JACK, residing at 240 Oceanview Road, Lions Bay BC, V0N 2E0**BLUESHORE FINANCIAL CREDIT UNION**

6. TRANSFEREE(S):

THE VILLAGE OF LIONS BAY, a municipal corporation, having offices at 400 Centre Road, Lions Bay BC,
V0N 2E0

7. ADDITIONAL OR MODIFIED TERMS: **None**

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the property of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any

Officer Signature(s)	Execution Date <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2019</td> <td></td> <td></td> </tr> </table>			Y	M	D	2019			Transferor's Signature(s)
Y	M	D								
2019										
_____				SEAN MICHAEL JACK						
Commissioner for Taking Affidavits for British Columbia				_____						
as to the signature of				Authorized Signatory						

Officer Signature(s)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2019</td> <td></td> <td></td> </tr> </table>			Y	M	D	2019			Transferor's Signature(s)
Y	M	D								
2019										
_____				BLUESHORE FINANCIAL CREDIT UNION						
Commissioner for Taking Affidavits for British Columbia				_____						
as to the signature of				Authorized Signatory (Print Name)						

Officer Signature(s)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">2019</td> <td></td> <td></td> </tr> </table>			Y	M	D	2019			Transferee's Signature(s) VILLAGE OF LIONS BAY by its authorized signatories
Y	M	D								
2019										
_____				_____						
Commissioner for Taking Affidavits for British Columbia				Mayor, Authorized Signatory						
as to the signature of				_____						
				Authorized Signatory						

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the 17th day of December, 2019.

BETWEEN:

SEAN MICHAEL JACK, residing at 240 Oceanview Road, Lions Bay BC, V0N 2E0
(hereinafter called the “**Owner**”)

AND:

THE VILLAGE OF LIONS BAY, a municipal corporation, having offices at 400 Centre Road, Lions Bay BC, V0N 2E0
(hereinafter called the “**Municipality**”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of all and singular that certain parcel or tract of land and premises situate in the Village of Lions Bay, British Columbia, and more particularly known and described as:

Parcel Identifier: 008-528-977

Legal Description: Lot 60 Block 7 District Lots 1575 and 6748 Plan 13628

(the “**Lands**”);
- B. The Owner wishes to realign the driveway in accordance with the Highway Encroachment Agreement (Licence to Occupy) between the Municipality and Owner dated for reference December 17, 2019.
- C. The Owner has voluntarily offered to use the Lands and to build on the Lands strictly in accordance with the terms, conditions and requirements set out in this Agreement;
- D. The Municipality and the Owner have agreed to enter into this covenant to secure the Owner’s commitments to the Municipality;
- E. Section 219 of the Act (hereinafter defined) permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land and that land is or is not to be subdivided or built on except in accordance with the covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained, the payment of one (\$1.00) dollar by the Municipality to the Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the

Owner covenants and agrees with the Municipality under Section 219 of the Act, it being the intention and agreement of the parties that the provisions of this agreement shall be a charge upon the Lands, as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms of Instrument and the Form C General Instrument Part 1 attached hereto;

- (a) **“Act”** means the *Land Title Act*, RSBC 1996, c. 250 as amended or replaced;
- (b) **“Agreement”** means the Form C General Instrument Part 1 attached hereto and these Terms of Instrument and including all recitals, schedules and instruments attached hereto;
- (c) **“Claims”** has the meaning set forth in section 3.2;
- (d) **“Design Plan”** means the design plan attached as Schedule A and the Geotechnical Report attached as Schedule B;
- (e) **“Lands”** has the meaning set forth in Recital A;
- (f) **“Local Government Act”** means the *Local Government Act*, RSBC 2015, c. 1 as amended or re-enacted from time to time;
- (g) **“Owner”** has the meaning set forth on page 3;
- (h) **“Owner’s Personnel”** means the employees, officers, agents, contractors, invitees and permitted assigns of the Owner;
- (i) **“Project Engineer”** means such professional firm of engineers as is retained by the Owner to supervise the installation of the Works;
- (j) **“Public Works Manager”** means the person appointed as such by the Municipality Council, their Deputy, or a person designated by Council to act in the place of the Public Works Manager;
- (k) **“Municipality”** has the meaning set forth on page 3;
- (l) **“Municipal Personnel”** means the elected officials, officers, employees, agents and contractors of the Municipality; and
- (m) **“Works”** means the works set out in the Design Plan and Geotechnical Report, whether new or pre-existing, howsoever constructed.

1.2 Definitions in Bylaws applicable to this Agreement

Unless otherwise indicated in this Agreement, the words and phrases that are defined in the Bylaws shall have the same meaning in this Agreement.

1.3 Headings, common terms and references to Articles

The division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement.

1.4 Import of words

Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa.

1.5 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.6 Interpretation of "Including"

The word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as "without limitation", "but not limited to" or words of similar import) is used with reference thereto.

1.7 Approval to be in Writing

Any Municipality of Lions Bay approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the Municipality in writing. Any approval or consent to be granted by the Municipality in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the Municipality.

1.8 Schedules

The following Schedules are attached and shall form part of this Agreement

- Schedule A: Design Plan
- Schedule B: Geotechnical Report

2.0 RESTRICTIONS ON THE USE OF THE LANDS

2.1 Engineering

The Owner covenants and agrees with the Municipality that:

- (a) neither the Owner nor any of its agents shall deviate in a material way from the Design Plan or the construction and construction monitoring methods and procedures set out in the Design Plan which have been accepted by the Municipality unless any plans and specifications or other information with respect to any deviation are first submitted to the Public Works Manager for their approval, such approval not to be unreasonably withheld and the Municipality shall make commercially reasonable efforts to deliver a decision regarding such approval as soon as is reasonably possible to the Owner after delivery of such plans, specifications or other information to the Municipality to reach a decision;
- (b) within 30 days of the completion of the construction and installation of the Works, the Owner shall cause the Project Engineer to deliver to the Municipality a certificate evidencing the fact that:
 - (i) the construction and installation of the Works has been completed in accordance with the Design Plan in all material ways and the construction and construction monitoring methods and procedures which have been accepted by the Municipality,
 - (ii) the Project Engineer is not aware of any damage or prejudice to or adverse effect upon the improvements located upon the Municipality's property, and
 - (iii) the repair of movement, damage or adverse effects on any improvements located on the Municipality's property have been completed in accordance with the directions and requirements of the Municipality and the Public Works Manager;
- (d) the Owner will limit construction on the Works to those times which are in accordance with the bylaws of the Municipality; and
- (e) any additional rock or retaining wall construction as may be or may become necessary, in the opinion of the Project Engineer, in the course of fulfilling the Works, will be constructed by the Owner ensure adequate support for the bed of Oceanview Road in accordance with MMCD guidelines;
- (f) a drainage plan stamped by a Design Engineer will be created for the driveway realignment plan, which may be part of a drainage plan for the building site and the construction of a new dwelling on the lot;
- (g) the Owner shall pay the sum of \$400 in accordance with Schedule 2 of Fees and Charges Bylaw No. 462, 2014, as amended, in respect of the encroachment application. Fees with respect to the Tree Cutting Permit Application and any fees

or charges applicable for water connection or other site works shall be in addition and in accordance with all Village of Lions Bay bylaws.

2.2 General Covenants

The Owner covenants and agrees with the Municipality that:

- (a) the Owner and the Owner's Personnel shall not, without the prior written consent of the Municipality, do anything which might damage, disturb, prejudice or adversely affect any other improvement situated on the Municipality's property or which will interfere with or interrupt any utilities or similar services supplied to the Municipality's property;
- (b) the Design Plan and the Works are the sole responsibility of the Owner and its servants, agents and licensees and any inaccuracy, mistake or incorrectness with respect to the Design Plan and Works shall be wholly the responsibility of the Owner and the Owner's Personnel;
- (c) the construction of the Works will be designed and supervised by the Project Engineer who will provide structural and geotechnical professional engineers, as necessary, who are duly qualified to practice in the soil stabilization, structural and other design and monitoring fields, and having the requisite experience with respect thereto. Such engineers shall be insured against professional liability arising from errors and omissions occurring in the performance of professional services rendered in relation to the construction of the Works including such policy limits as are reasonably required by a prudent engineer in such circumstances;
- (e) the Works will be carried out in accordance with all permits issued by the Municipality and any and all applicable bylaws of the Municipality and any and all applicable building codes, laws, directions, rules and regulations of the Municipality and every governmental authority having jurisdiction;
- (f) the Works will be carried out expeditiously with reasonable diligence and in a good workmanlike manner by competent tradesmen, skilled in this particular work and at all times having consideration for the interests of the Municipality, and will at times ensure the Municipality has free and unobstructed use and access to the Municipality's property;
- (g) the Owner will be responsible for the prompt payment of all fees, permits and construction expenses of the Works of any kind whatsoever including, but not limited to, payment of the reasonable fees and disbursements incurred by the Municipality in commissioning the Public Works Manager, or an engineer contracted by the Public Works Manager, to perform services in connection with the Works, and the reasonable legal fees and disbursements incurred by the Municipality in connection with or arising out of the preparation and interpretation of this Agreement and any dispute or enforcement in connection therewith;

- (h) the Owner will take all proper precautions to secure and protect the Municipality's property from structural or superficial damage and injury arising out of or in any way connected with the Works and the construction of the Works;
- (i) the Owner shall maintain the Municipality's property free and clear of claims of lien in connection with the Works or any other work required to be performed by the Owner in connection with the Works. In the event of the filing of a lien, the Owner will promptly, at their own expense, cause the same to be removed but, in the name of the Municipality, may cause the lien to be removed by paying monies into Court pursuant to the *Builders Lien Act* (British Columbia);
- (j) in exercising its rights hereunder, the Owner and its servants, agents and licensees shall at all times follow and obey all environmental laws with respect to all aspects of this Agreement including the erection, installation, use, operation, maintenance or removal of the Works and shall at all times keep the Municipality's property free of all hazardous or contaminated materials or substances and not cause or permit any of the Owner's Personnel to permit the Municipality's property or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, release, production or disposal of any hazardous or contaminated materials or substances;
- (k) the Owner, or her successors on title, shall be solely responsible for maintenance, and if necessary, repair or replacement of the Works and the Municipality shall have no responsibility or liability whatsoever for the Works or any portion thereof; the Owner shall apply for and obtain explicit permission from the Municipality before conducting any repair or replacement of the Works or any portion thereof;
- (l) the Owner, or her successors on title, shall be solely responsible for the maintenance, and if necessary, repair or replacement of the water service from the curb stop valve which delineates the separation between the Municipality's supply line and the Owners supply line; and
- (m) the Owner shall cause to be observed and complied with all applicable laws and shall obtain all necessary approvals from all governmental authorities, public utilities and agencies in respect of the exercise of its rights under this Agreement, and the installation of the Works.

3.0 REPRESENTATIONS, INDEMNITY AND RELEASE

3.1 No Representation

The Owner, on behalf of the Owner and the Owner's Personnel, acknowledges that the Municipality does not represent to the Owner, nor to any other person, that complying with the terms of this Agreement will ensure any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged or affected by contamination of the Lands.

3.2 Indemnity

The Owner, on behalf of the Owner and the Owner's Personnel, in consideration of the approvals given by the Municipality, hereby agrees to release, indemnify and to save harmless the Municipal Personnel from all losses, damages, costs (including legal costs), expenses, actions, causes of action, suits, debts, accounts, claims and demands, including any and all claims of third parties, (collectively, the "**Claims**") which the Municipality may suffer or incur or be put to or arising out of or in connection with any breach of any covenant or agreement on the part of the Owner or the Owner's Personnel contained in this Agreement or arising out of or in connection with any personal injury, death, or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands, caused by any matter contemplated by this Agreement or some such similar cause. The indemnity set out above shall be an integral part of the Section 219 Covenant granted hereby. The indemnification provisions contained in this section shall survive the discharge or termination of this Agreement.

4.0 GENERAL

4.1 Owner to obtain priority for Agreement

The Owner shall do or cause to be done at its expense all acts reasonably necessary for the Municipality to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Municipality and those specifically approved in writing by the Municipality. For greater certainty, the Owner's obligation to obtain priority under this Agreement shall also apply to any amendments to this Agreement.

4.2 Discharge of Covenant

The Owner may request a discharge of this Agreement upon final satisfaction of the terms, conditions and requirements set out in Schedule A, as certified by the Public Works Manager.

4.3 No Fettering of Discretion

Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Municipality or the Council of the Municipality. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Owner under any other agreement with the Municipality or, if the Municipality so elects, prejudice or affect the Municipality's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the Municipality's discretion, and the rights, powers, duties and obligations of the Municipality under all public and private statutes, by-laws, orders and regulations, which may be, if the Municipality so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the Municipality.

4.4 Other Remedies available to Municipality

The Owner covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the Municipality shall be entitled to all equitable remedies, including specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

4.5 Agreement Binding on Parties

The covenants contained in this Agreement shall enure to the benefit of and be binding upon each of the parties hereto and each of their successors and assigns. The covenants contained in this Agreement shall run with the land and shall enure to the benefit of and be binding upon the Owner's successors in title and their respective successors and assigns.

4.6 Owner responsible while maintaining interest

Neither the Owner named in this Agreement nor any future owner is liable for a breach of this Agreement which occurs after the Owner named herein or any future owner, as the case may be, ceases to have any interest in the Lands.

4.7 Invalidity of section, subsections, etc.

If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the parties hereto shall agree upon an amendment to be made to the section, subsection, sentence, clause or phrase previously found to be invalid and shall do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

4.8 Amendments to be in writing

This Agreement may only be amended in writing by agreement of all parties hereto and any such amendment shall, upon execution, be deposited in the Land Title Office for registration as an amendment to this Agreement.

4.9 Time of the Essence

Time is of the essence of this Agreement.

4.10 Agreement in Counterparts

This Agreement may be executed in counterpart and compiled for registration as a single document.

4.11 Joint and Several

If a party consists of more than one person, firm, or corporation, that party's obligations under this Agreement shall be joint and several.

IN WITNESS OF THIS AGREEMENT the parties have executed this Agreement by signing the "Form C - General Instrument - Part 1" or "Form D - Executions Continued" attached hereto.

PRIORITY AGREEMENT

BETWEEN:

BLUESHORE FINANCIAL CREDIT UNION
INCORPORATION NO. FI18

(the "**Prior Chargeholder**")

AND:

THE VILLAGE OF LIONS BAY,
a municipal corporation, having offices at 400 Centre Road,
Lions Bay BC, V0N 2E0

(the "**Municipality**")

WHEREAS:

A. SEAN MICHAEL JACK (the "**Grantor**") is the owner of the parcel of land and premises located in the Village of Lions Bay and legally described in Item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "**Lands**");

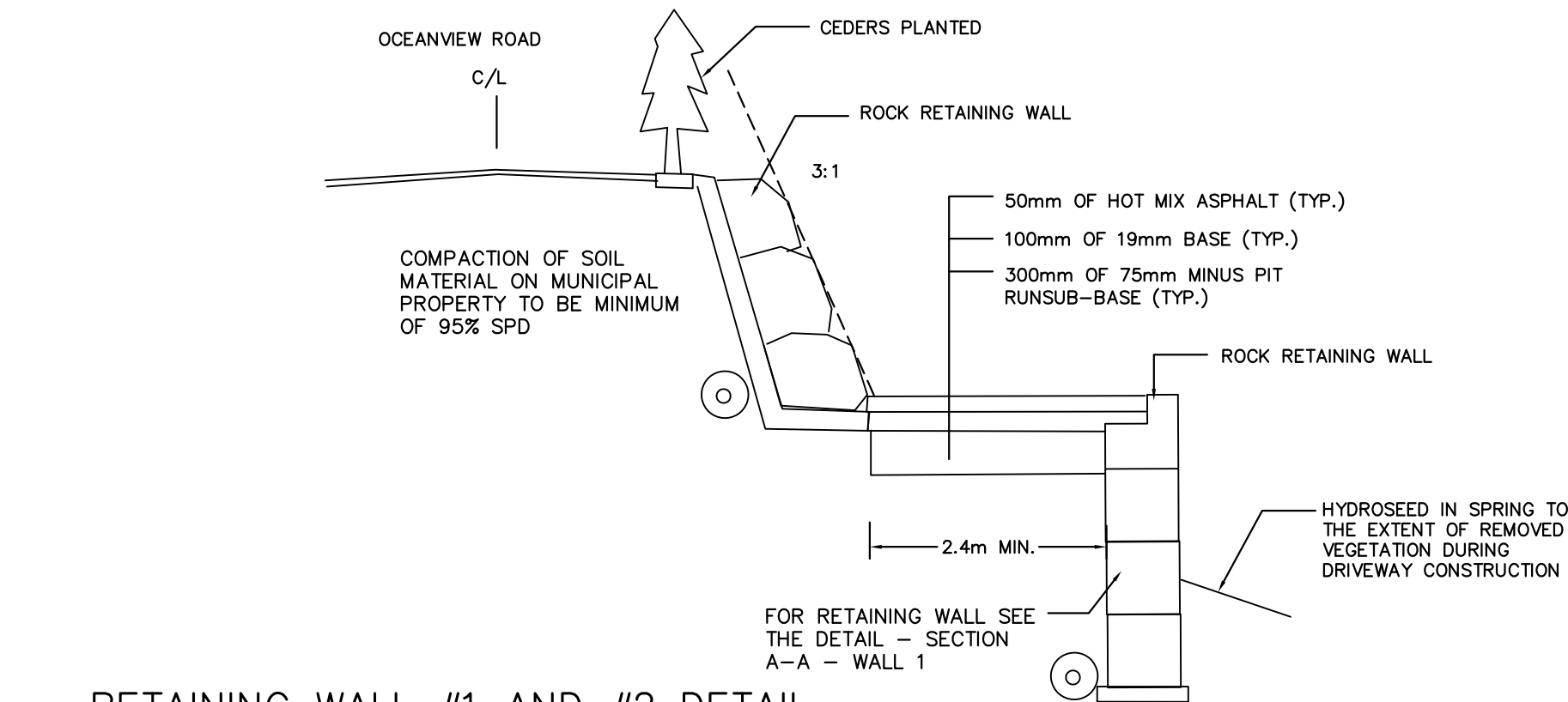
B. The Grantor granted the Prior Chargeholder a mortgage which is registered against the title to the Lands in the Vancouver Land Title Office under number CA4870009 ("**Prior Charge**");

C. The Grantor has granted the Municipality a covenant in the form to which this Agreement is attached registered against title to the Lands in the Vancouver Land Title Office under number _____ (the "**Subsequent Charge**"),

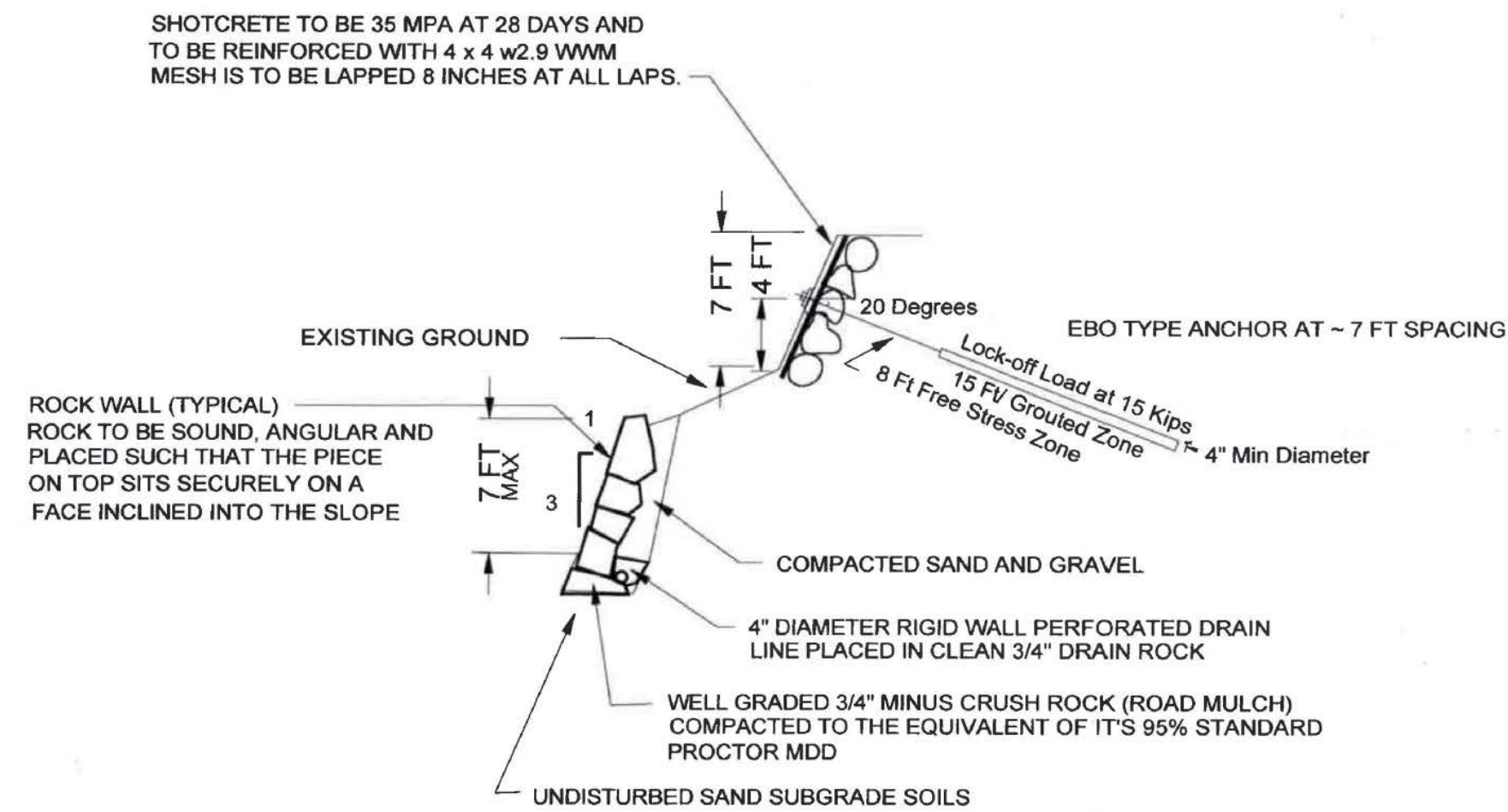
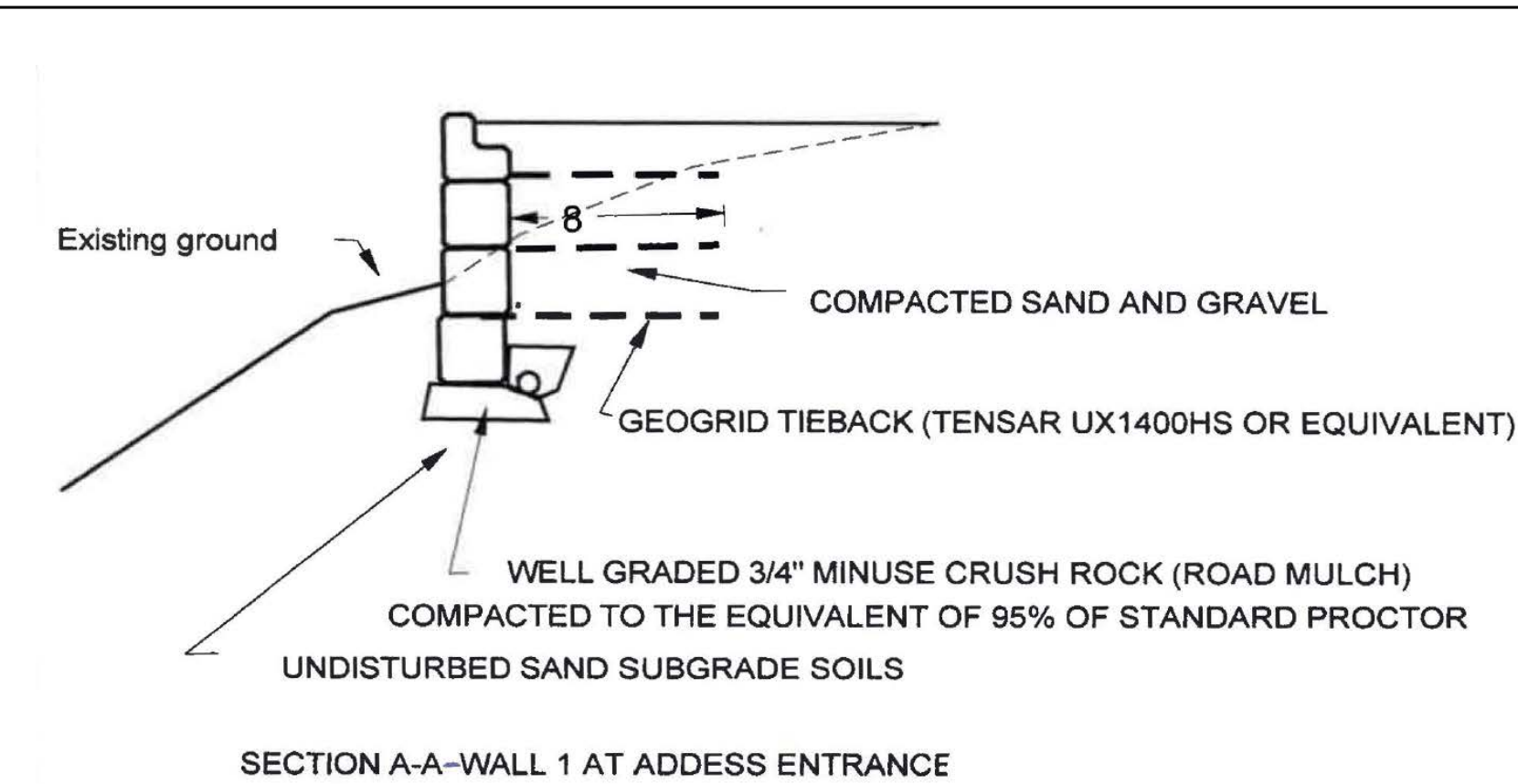
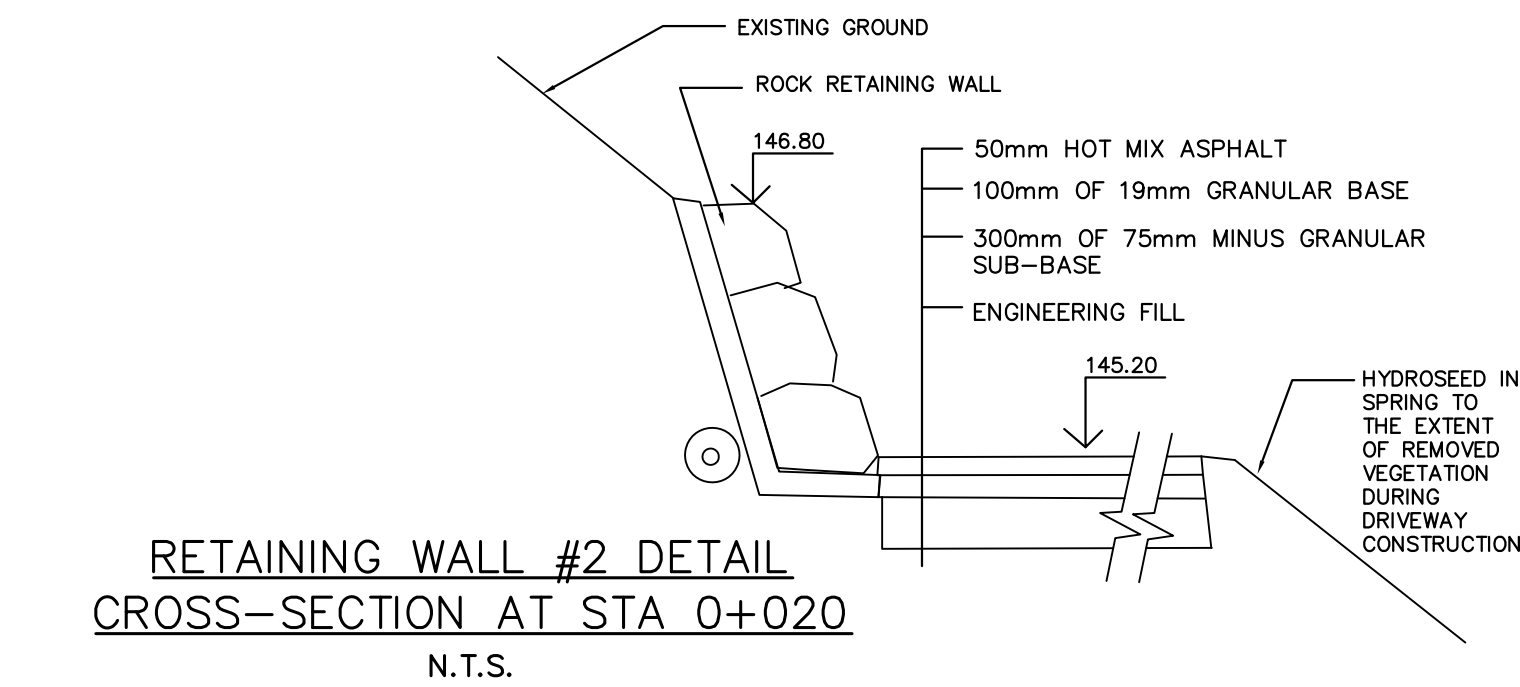
NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar now paid by the Municipality to the Prior Chargeholder, the receipt and sufficiency of which is hereby acknowledged, the Prior Chargeholder does hereby grant to the Municipality priority for the Subsequent Charge over the Prior Charge and the Prior Chargeholder hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and

with the effect that the interest of the Municipality shall rank ahead of the Prior Charge as though the Subsequent Charge had been executed, delivered and registered in time prior to the registration of the Prior Charge.

SCHEDULE A
DESIGN PLAN



RETAINING WALL #1 AND #2 DETAIL
CROSS-SECTION AT STA 0+000 TO 0+010
N.T.S.

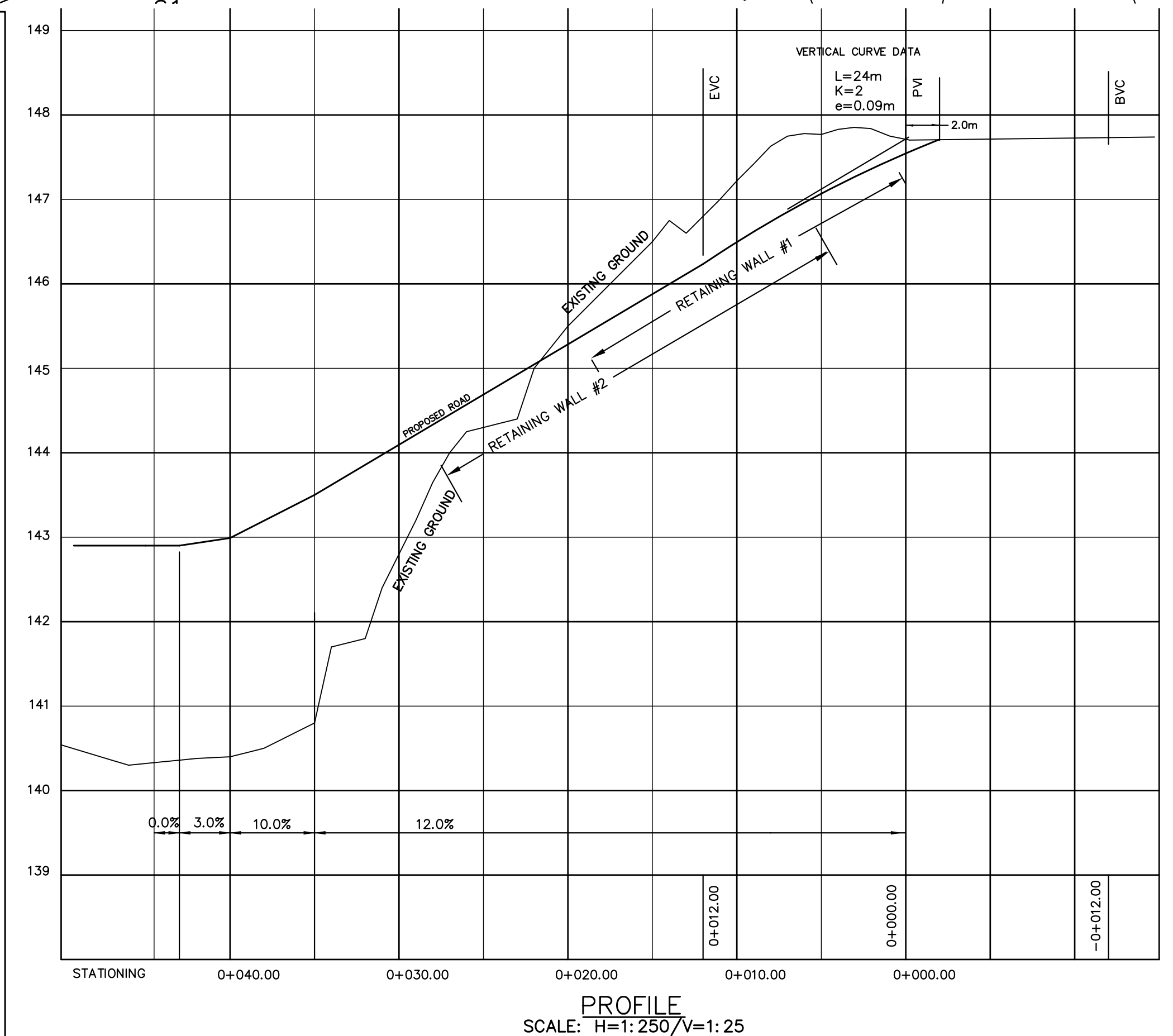


GEOTECHNICAL REPORT – DETAILS OF RETAINING WALL

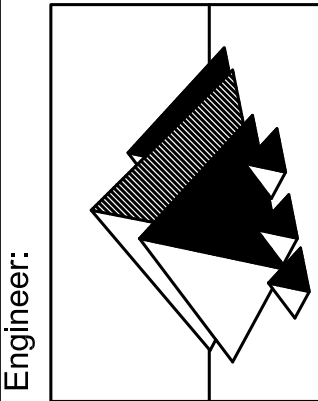
THE RETAINING WALLS MUST BE CONSTRUCTED IN COMPLIANCE WITH SHOWN DETAILS. THE RETAINING WALLS SHOWN IN THE TYPICAL DRIVEWAY CROSS SECTIONS ARE FOR ILLUSTRATION PURPOSES ONLY.

44
AN 10595

SITE PLAN
SCALE: 1:250



TDM PROJECTS INC.
WEST VANCOUVER B.C.
TEL: (604) 290-6941
tomato@shaw.ca



ADDRESS:
240 OCEANVIEW ROAD
LIONS BAY, BC

Revisions:
1.

Project Title:
240 OCEANVIEW ROAD
LIONS BAY, BC

Sheet Title:
SROW

Scale:
AS NOTED

Date:
2/9/2017

Proj #:
100

Sheet #:

C-1

Rev #: 0

SCHEDULE B
GEOTECHNICAL REPORT



Reference No: E161423

Novmenber 21, 2016

TDM Projects Inc.
6420 Rosebery Avenue
WEST VANCOUVER, B.C.
V7W 2C6

Attention: Thomas Day, M.Eng P.Eng

Re: Geotechnical Review
Driveway and Proposed Walls in Front Yard Area
240 Oceanview Drive
LIONS BAY, B.C.

This letter summarizes the review and resulting recommendations for the front yard area retaining walls for the proposed redevelopment of the referenced lot.

The area was reviewed on November 7 2016. At that time the driveway area had been regraded and blast rock was stored in the mid portion of the driveway access. The access had been created by a cut and fill with cuts on the uphill side of about 6 feet height and the fills on the downhill side were estimated to be at least 10 feet high. The latter had been in place for at least 20 years and were treed with evergreens to about 4 inches trunk diameter. The lower fills for the neighbour's access were supported by a blast rock wall. The upper slope was unretained and sloped at about 40 degrees. The area uphill of the driveway was at a similar slope with the uphill neighbour's driveway supported on a subrounded boulder facing.

There are two concerns with the slope support of the driveway area. On the downhill side the load of the soils needs to be taken such that there is limited load on the downhill slope. Hence, a wall such as a lockblock wall needs to be constructed such that it bears on soils deeper in the slope. See Figure 1 attached.

The second concern is the uphill slope. The neighbour's rock wall was considered to be marginally stable under static loading and will likely fail under seismic loadings. As a result boulders will likely roll downhill and result in a safety concerns in the area downslope. Hence, support of this wall needs to be considered. One option is to provide shotcrete and anchor support with anchors extending into undisturbed till like soils encountered in the area. See Figure 2 attached.

The lower portion of this cut slope may be supported by a properly constructed blast boulder wall. The anchors in the upper wall are intended to provide support for the slope such that use of geogrid would not be required for the lower portion of that slope as shown in Figure 2. Existing trees on this slope should be maintained in a healthy condition. Some of these trees which have previously topped may need further work.

Substantial fills have been placed in the lower area on the uphill side of the proposed dwelling. Side yard areas will need to be supported by retaining walls. These areas may be



retained by lockblock or similar walls. These walls must be based on undisturbed till like soils and where they walls exceed 7 feet exposed height, they will need to be supported by geogrid extending back from the wall a distance equivalent to at least the exposed height of the wall.

Please call if you have any questions or require any further information about these recommendations for soil retaining walls at 240 Oceanview Drive in Lions Bay.

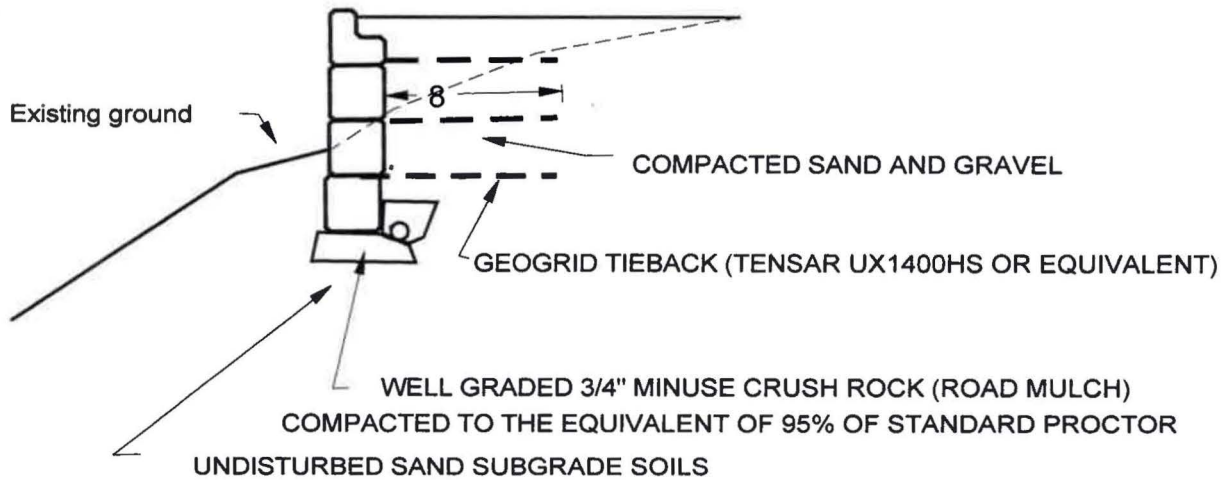
Islay Engineering Services Inc

per

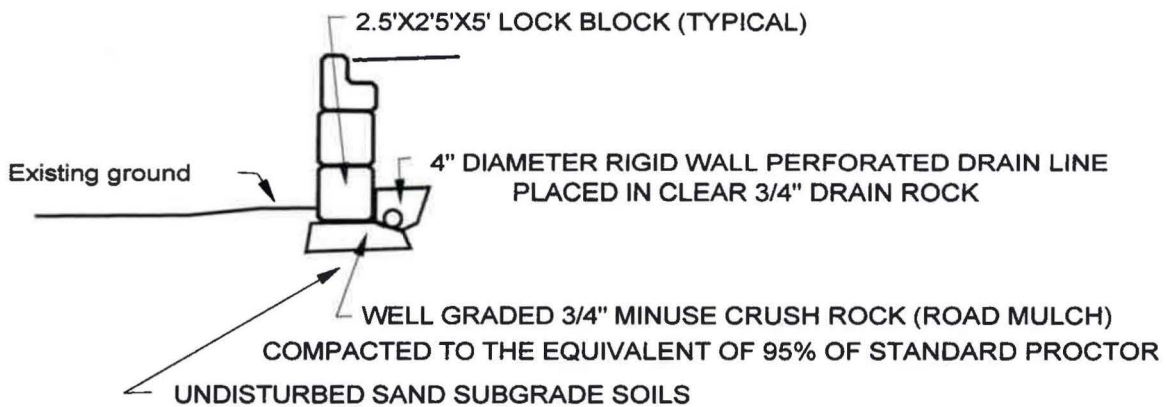
A.B. (Blain) Good, P.Eng. P.Geol.

abg / letter / E161423 - 240 Oceanview Drive lions bay geotech letter 2



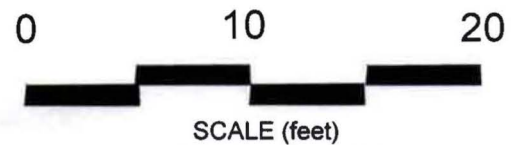


SECTION A-A-WALL 1 AT ADDRESS ENTRANCE



SECTION B-B - WALLS 3 AND 4

NOTE: GEOGRID OF LENGTH EXTENDING
D FEET BACK FROM WALL (D = EXPOSED
HEIGHT OF WALL) IS REQUIRED FOR WALLS
MORE THAN 7 FEET HIGH.



ALL DIMENSIONS IN FEET



Islay Engineering Services Inc.

LOCK BLOCK WALL SECTIONS
240 OCEANVIEW ROAD
LIONS BAY

Scale

NTS

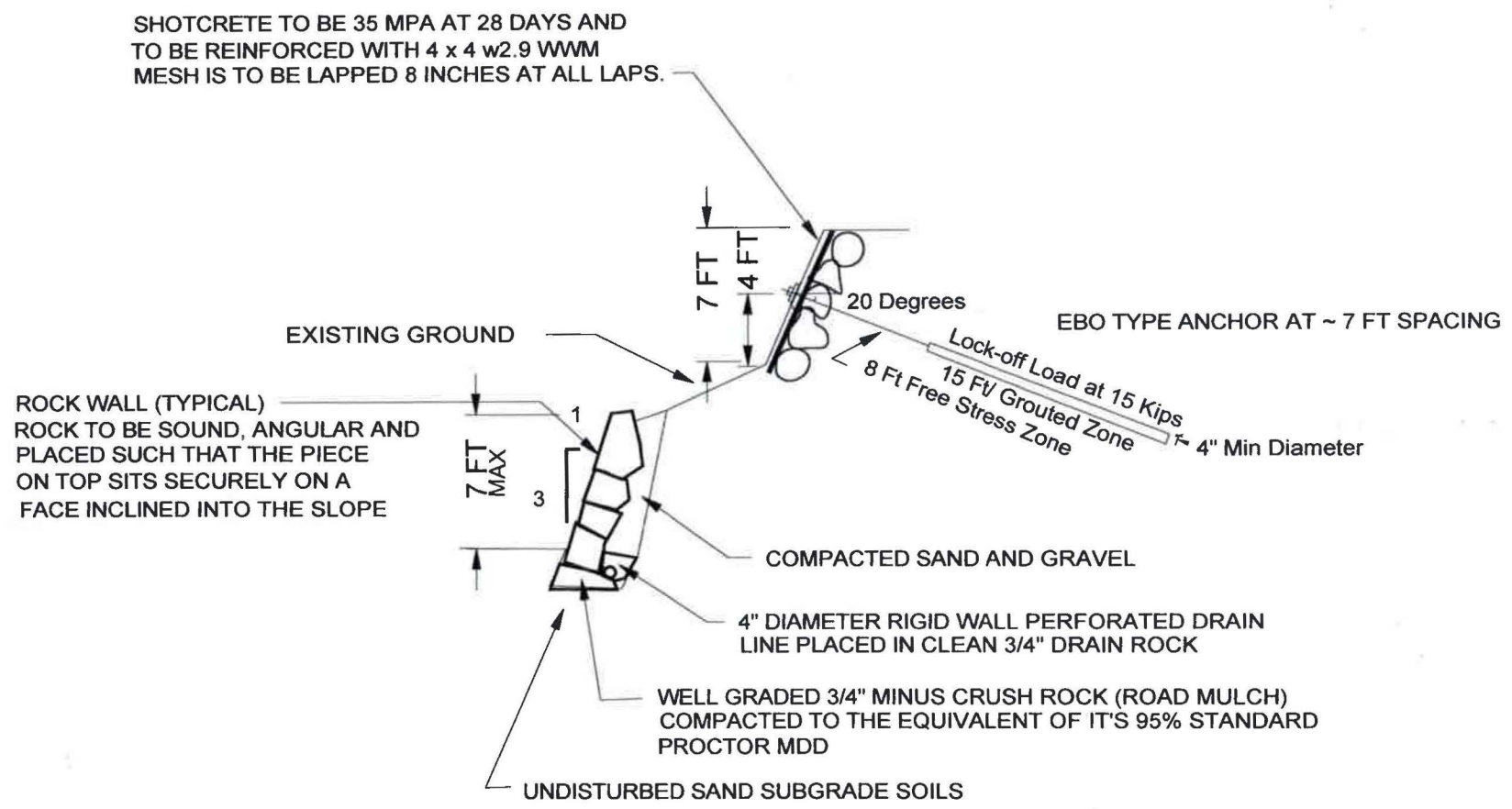
NOV 2016

Made: ABG

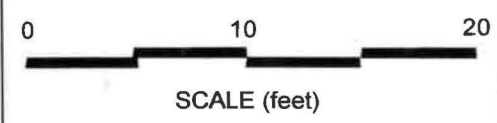
Checked:

Acc't: E161423

FIGURE 1 OF 2



SECTION C-C - UPHILL SIDE FO DRIVEWAY ACCESS



Islay Engineering Services Inc.

SHOTCRETE AND BLAST ROCK
WALL SECTIONS
240 OCEANVIEW ROAD
LIONS BAY

Scale	NTS	Date: NOV 2016	Made: ABG	Checked:	Acc't: e161423

**240 Oceanview Road
Lock Block Retaining Wall - Before Landscaping**



**240 Oceanview Road
Lock Block Retaining Wall - After Landscaping**





SOFTSCAPE TREATMENT TO MITIGATE LOCK BLOCK WALL ON NW SIDE - AND SHOT CRETE SLOPE ALONG NEIGHBOURING PROPERTY LINES. MSE FLEX BAG SLOPE RETENTION PLANTED WITH SOFTSCAPE ON S SIDE.

LANDSCAPE INTENT IS TO CREATE A LAYERED SOFTSCAPE TO MITIGATE HARDSCAPE AESTHETIC AND PROVIDE MUTUALLY BENEFITTING LANDSCAPES ALONG PROPERTY LINE.



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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Emergency Plan and Annexes Adoption		
Author	Robert Whitney	Reviewed By:	Peter DeJong
Date	December 6, 2019	Version	
Issued for	December 17, 2019 Council Meeting		

Recommendation:

1. THAT Council adopt the draft 2019 Lions Bay Emergency Plan as the official Emergency Plan for the Village of Lions Bay.
2. THAT Council adopt the draft EOC Annex as a supporting document to the 2019 Lions Bay Emergency Plan to guide the activation and operation of an Emergency Operations Centre in the event of an emergency or disaster.
3. THAT Council adopt the draft Emergency Support Services (ESS) Annex as a supporting document to the 2019 Lions Bay Emergency Plan to guide the operations of ESS activities within the Village of Lions Bay and;
4. THAT Council adopt the draft External Contacts Annex as a supporting document to the 2019 Lions Bay Emergency Plan.

Attachments:

- (1) Draft Lions Bay Emergency Plan 2019
- (2) Draft EOC Annex
- (3) Draft Emergency Support Services Annex
- (4) Draft External Contacts List Annex

Key Information:

- The new Emergency Plan is created to provide information required to guide the Village in carrying out the emergency management activities legislatively required.
- The Emergency Plan is designed around using Annexes to act as supporting documents guiding specific activities or procedures based on individual situations.
- As Annexes are completed, they will come before Council for official adoption as supporting documents of the Emergency Plan.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

- Minor revisions to Annexes will be tracked and made provisionally pending document revision.
- The Emergency Program Committee was consulted regarding any suggestions or modifications they felt were required before adopting the Emergency Plan. No suggestions or modifications were forthcoming at the time this report was composed.

Options:

(1) Do nothing: The Village would not have a current, up to date Emergency Plan as is required by legislation.

(2) Adopt the Emergency Plan and Annexes: Adopting the Emergency Plan and Annexes will provide the Emergency Program with a foundation upon which to continue to grow and develop a quality emergency program that serves Lions Bay and its residents.

(3) Further revise the Emergency Plan and Annexes: Should Council have further suggestions or modifications they can be taken under consideration and implemented into the Emergency Plan where applicable.

Preferred Option: Option #2: Adopt the Emergency Plan and Annexes.

Legal Considerations: A Local Authority is required, by legislation, to have in place a current and up-to-date Emergency Plan to guide the Local Authorities actions during an emergency or disaster situation.

Follow Up Action: 1. The Emergency Plan and approved annexes will be distributed according to the distribution list contained within the Plan. 2. Continue to develop Annexes to support the Emergency Plan. 3. A schedule will be drafted to guide the continual review and, if required, revision of the Emergency Plan.

Communication Plan: Once adopted a public version of the Emergency Plan and approved annexes will be posted on the Village of Lions Bay website.

2019

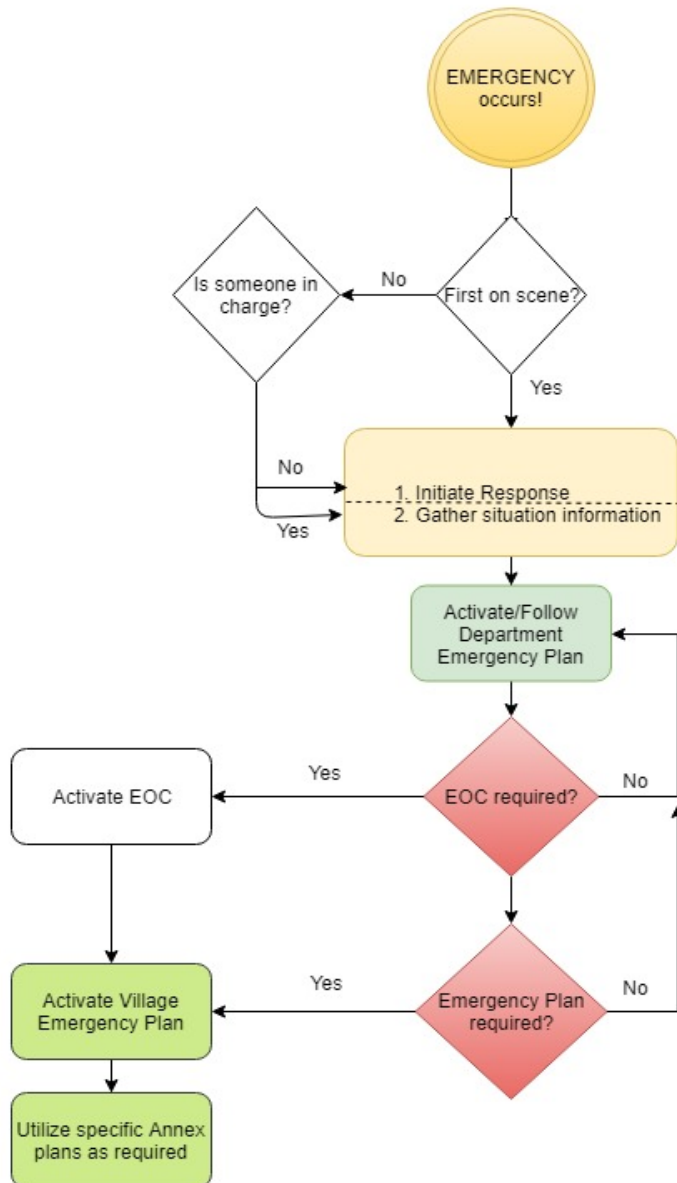
Village of Lions Bay Emergency Plan



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EMERGENCY EVENT QUICK REFERENCE



Response Priorities

1. Ensure the safety and health of all staff and responders
2. Save lives and reduce suffering
3. Protect the public
4. Protect critical infrastructure
5. Protect property
6. Protect the environment
7. Reduce economic and social loss

Initiating Response

1. Take charge. Delegate tasks if possible.
2. Call 911
3. Initiate first aid if required
4. Move bystanders away
5. Follow 911 operator's instructions
6. Wait for help to arrive

Plan Annexes

Includes the following (not a complete listing):

1. EOC Annex
2. Evacuation Annex
3. ESS Annex
4. Emergency Communications Annex
5. Hazard-specific Plans

EOC Activation

If any of the following are true, the EOC should be activated.

1. Multiple agencies are required to respond
2. Extra resources are required
3. A State of Local Emergency is required
4. Evacuation of residents is required
5. Significant information management or media presence is required

To activate the EOC call the Village Emergency number at 604-290-1498 and provide a brief outline of the situation.

The Village of Lions Bay



Emergency Event Flow Revision Date August 29, 2019



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Distribution List***Internal***

Plan Holder	Method	No. Printed Copies
Mayor and Council of Lions Bay	Email	
Lions Bay CAO	Email	
Lions Bay Emergency Program Coordinator	Email	
Lions Bay Deputy Emergency Program Coordinator	Email	0
Lions Bay EOC	USB	
Lions Bay Fire Rescue	Email	
Lions Bay Search & Rescue	Email	
Lions Bay Public Works Manager	Email	
Lions Bay ESS Director	Email	
Lions Bay Elementary School Principal	Email	

External

Agency	Method	No. Printed Copies
BCAS		
North Shore Emergency Management		
EMBC SW Region - Surrey		
EMBC Provincial Headquarters - Victoria		
RCMP – North Vancouver and Squamish		
Vancouver Coastal Health		
DWV CAO		
DWV ESS Director		
West Vancouver Police Department		
West Vancouver Fire Rescue		
DWVSD 45		
DOS Emergency Program Coordinator		
DOS CAO		
Metro Vancouver		



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Plan Maintenance

The Emergency Plan will undergo revision whenever:

- Community hazards or vulnerabilities change
- The community governance structure and/or policy changes
- Exercises or emergencies identify gaps or improvement in policy and procedures
- An annual review takes place

Amendments will be documented in the Revision History and an updated plan will be distributed to the distribution list. Any suggested amendments can be submitted to the Emergency Program Coordinator. The Emergency Program Coordinator is responsible to ensure that an annual review of the plan is conducted, the plan is amended, and annexes are updated as required.

Revision History

Date of Revision	Revision Description	Author	Review By
2010		Unknown	
2012		Unknown	
2015		LEONARD TECH SERVICES Chris Leonard, C Tech, ASTT Email: cl21927@telus.net Cell: 604-317-4803	
12/2019	Reorganization and updating of the Plan.	Robert Whitney Deputy Emergency Program Coordinator Village of Lions Bay	12/2020



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1. INTRODUCTION

A. Definitions

Emergencies – are those events which the Lions Bay Fire Rescue, RCMP, BC Ambulance Service and Lions Bay Public Works Department respond to in their ongoing, day-to-day operations. These events can normally be managed with the normal personnel and resources.

Disasters (Major Emergencies) – a sudden event that causes an abnormal amount of damage or loss to the community. These types of events will usually be beyond the initial capabilities and resources of first response agencies. Such events will require a higher level of coordination to allow multiple agencies to effectively work together to deal with the disaster.

B. Why do we need an Emergency Plan?

Emergencies and disasters can affect people and their communities in many ways. Injury and death may occur along with the destruction of homes and infrastructure, displacement of families and the disruption of utilities, business and essential services.

No community in British Columbia is immune from the threat of such crises. However, emergency management can mitigate long-term impact by assisting municipalities to do the following:

- Planning:** Prepare for emergencies and disasters.
- Mitigation:** Take measures to minimize impact should an event occur.
- Response:** Respond effectively when the event occurs.
- Recovery:** Recover as quickly as possible after the event.

At the local level, municipalities are legally obligated to plan for and deal with emergencies.

If, during an emergency event, municipal resources are unable to provide an adequate response the provincial government may, upon official request, provide additional resources to aid in the emergency response and recovery efforts.

When provincial resources are exhausted, the province may call on the federal government for help. The federal government may contribute its own resources, those of other provinces, or those of the international community.

Emergency planning is essential for effective emergency management on any level. Families, communities and governments must have emergency plans in order to save lives, property, the environment and the economy.

Municipal governments, along with regional, provincial and federal government agencies as well as private industry, have specific roles and responsibilities when an emergency or disaster strikes. The nature and scale of the actual event will determine the actual level of response for these various partners.

The Village of Lions Bay will prioritize the recovery process as quickly as reasonably possible taking into account the number of available staff, available support services and the overall safety of all concerned.



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A full recovery to pre-disaster levels may take months or years depending on the severity of the emergency or disaster. As tragic as these events can be, there may be an opportunity for positive change and official community plans should be considered where possible during the recovery process.

C. Purpose and Scope of the Emergency Plan

This Plan is to guide the Village of Lions Bay municipal staff and emergency volunteers to provide for effective response to emergencies or disasters within the boundaries of the Village of Lions Bay. It is not intended for this Plan to address those emergencies which are normally handled at the scene by first responding agencies but rather is to provide an overview of how the municipality should prepare and respond to emergencies or disasters that are of a magnitude or severity such that it results in partial or full activation of this Plan.

D. Situation and Assumptions

Responding to an emergency event in Lions Bay is the responsibility of the Village of Lions Bay. The severity and extent of the actual event and the availability of resources will largely determine when, and to what extent external agencies including the provincial government and potentially the federal government will become involved.

Incorporated in 1971, the Village of Lions Bay is located on the Sea to Sky Highway (Hwy. 99), approximately 10 kilometers north of Horseshoe Bay and 30 kilometers south of Squamish. Covering approximately 2.5 square kilometers of steep hillside at the base of the Howe Sound Mountains, the village is home to approximately 1,400 people. While there are several home-based businesses in the community, commercial properties are limited to the Lions Bay Marina and the small commercial development housing the store, café, post office, real estate office and art gallery.

What makes Lions Bay unique is also what makes it vulnerable to many disaster scenarios – a small residential community with limited resources, situated on steep slopes between the ocean and tall mountains, bisected by a busy highway and a major railroad. While the stunning geographical setting of the village presents one set of challenges, the highway and railroad present another set of challenges simply from the nature of the traffic on both as the major land route between Vancouver, Squamish and Whistler.

Two assumptions have been made in the development of this plan:

1. Emergency protocols for day-to-day emergency events already exist between the municipality, its departments and external agencies as part of their standard operating procedures.
2. Municipal departments and external agencies will respond to day-to-day emergency events based on these existing protocols and will look to implementing the Emergency Plan when typical resources and response capabilities are inadequate for the emergency event.



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E. Activating the Emergency Plan

The Lions Bay Emergency Plan may be activated in whole or in part if an emergency:

- appears imminent
- has occurred
- exists
- to assist with the planning and coordination of major planned events

Note: Activating the Emergency Plan does not necessarily mean the Emergency Operations Centre (EOC) will be activated, nor does it require a state of local emergency.

The plan is activated within the municipal boundaries of the Village of Lions Bay. The Village may also activate the Emergency Plan to meet requests from other local authorities or to support a regional emergency.

The plan may be activated by the:

- Mayor or designate
- Chief Administrative Officer (CAO)
- Lions Bay Public Works Manager (LBPWM)
- Fire Chief or designate
- RCMP
- Emergency Program Coordinator
- Any member of the Emergency Program Committee
- Lions Bay field staff, acting in their position of potential first responders

F. Other Emergency Documents

In addition to the Village of Lions Bay Emergency Plan, other emergency documentation may be utilized in the response to an emergency or disaster including but **not limited to**:

- **Emergency Plan Annexes:** These documents are separate guidelines and procedures that work with the Emergency Plan to provide specific information and direction.
 - **EOC Annex** – this document outlines the procedures used to mobilize, operate and demobilize the Emergency Operations Centre in the event of an EOC activation.
 - **ESS Annex** – outlines the role of Emergency Support Services (ESS) in the response and recovery efforts.
 - **Evacuation Annex** – addresses the planning, response and recovery activities involved in evacuating an area within Lions Bay or the entire village.
 - **Emergency Communications Annex** – outlines the procedures by which information will be relayed to the public, neighbouring communities and other stakeholders.
 - **Recovery Annex** – outlines the recovery efforts that may need to occur in response to a disaster or emergency.



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- **Department Plans** – all municipal departments are required to develop and maintain emergency protocols outlining their procedures for responding to and recovering from emergencies.
- **Other** – many agencies and organizations have plans that will support the Lions Bay emergency response and recovery activities, including, but not limited to:
 - o Royal Canadian Mounted Police (RCMP)
 - o BC Ambulance Service (BCAS)
 - o Vancouver Coastal Health (VCH)
 - o Emergency Management BC (EMBC)
 - o West Vancouver School District 45 (WVSD45)
 - o Ministry of Transportation and Infrastructure (MOTI)
 - o Ministry of Environment (MOE)
 - o Canadian National Railway (CN)
 - o Lions Bay Block Watch (LBBW)
 - o Utilities – BC Hydro, Fortis, Telus, Bell, Shaw, etc.
 - o Other regional, provincial and federal agencies

2. HAZARDS, RISKS & VULNERABILITIES

Statement

The purpose of a Hazard, Risk, Vulnerability Analysis (HRVA) is to help a community make risk-based choices to address vulnerability, mitigate hazards, and prepare for response and recovery from disasters. On close examination of these hazards, the following should be considered:

- Identification of natural hazards and the frequency of their occurrence.
- Identification of human-caused hazards and dangers involved.
- Familiarity with the hazards and inherent dangers.
- Assign priority to resources and actions to be undertaken.
- Evaluation of the risk in each hazard.
- Identification of the severity of the hazard.

Guidelines

The Emergency Program Coordinator will work with the Emergency Program Committee to identify the types of hazards and rank them in order of severity.

As conditions change, the Hazard Analysis must be re-evaluated regularly. This Analysis will be reviewed regularly to identify new hazards, or to re-evaluate the severity and change the ranking of any of the hazards, as required.

During emergency and disaster periods, the normal medical emergencies, health needs, and similar issues that occur on a day-to-day basis will still need to be anticipated and planned for.



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Table A: Lions Bay Specific Hazards

Hazard Category	Specific Hazard	Potential Impact to Lions Bay	Responding Agencies
Natural	Earthquake	- Casualties, injuries and fatalities - Damaged buildings, roads, bridges and other infrastructure. - Fire(s). - Disruption or loss of utilities - Landslide / debris torrent - Public health issues - Evacuation of individuals and/or entire community - Hazardous materials release or spillage - Communications and utilities systems breakdowns	- Royal Canadian Mounted Police (RCMP) - Lions Bay Public Works (LBPW) and Building Inspector
	Landslide/Debris Torrent	- Casualties, injuries and fatalities - Damage to buildings, roads, bridges and other infrastructure - Disruption or loss of utilities - Disruption or loss of communications - Flooding - Fire and potential fire hazards - Evacuations	- Lions Bay Fire Rescue (LBFR) - Lions Bay Search and Rescue (LBSAR) - Miller Capilano Maintenance Corporation (MCMC) - Ministry of Transportation and Infrastructure (MOTI) - Lions Bay Public Works (LBPW)
	Severe Weather	- Casualties, injuries and fatalities - Disruption of traffic, road closures - Damage to buildings, roads, bridges and other infrastructure - Missing persons - Disruption or loss of essential services - Disruption or loss of utilities - Disruption or loss of communications - School closures - Businesses closed - Shortages of essential supplies, food, fuel etc	- Lions Bay Fire Rescue (LBFR) - Emergency Support Services (ESS) - Lions Bay Search & Rescue (LBSAR) - Lions Bay Public Works (LBPW)
	Fire - Interface	- Casualties, injuries and fatalities - Evacuation - Disruption of traffic - Disruption or loss of communications - Disruption or loss of utilities - Property damage - Public health issues	- Lions Bay Fire Rescue (LBFR) - Ministry of Forests (MOF)
Human/Accidental	Fire - Structural	- Casualties, injuries and fatalities - Damage to building, roads, bridges and other infrastructure - Disruption of traffic - Disruption or loss of communications - Disruption or loss of utilities - Evacuation	Lions Bay Fire Rescue (LBFR)
	Transportation Accident – Marine, Land and Rail	- Casualties, injuries and fatalities - Hazardous materials situations - Infrastructure damage, rail, road, bridges etc. - Boating/ferry incident	- Lions Bay Fire Rescue (LBFR) - Royal Canadian Mounted Police (RCMP) - Canadian Coastguard (CCG) - Canadian Transport Emergency Centre (CANUTEC) - Transportation Safety Board (TSB)



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Human/Accidental	Epidemic/Health Emergency	• Infected population • Casualties, injuries or fatalities • Population requiring hospitalization • Public health issues • Disruption or loss of utilities • School closures • Economic impact on community	• Vancouver Coastal Health (VCH)
	Hazardous Materials/Dangerous Goods	• Casualties, injuries and fatalities • Explosion/fire • Hazard to human life and well-being • Contamination of soil and/or water • Disruption of traffic • Evacuation	• Lions Bay Fire Rescue (LBFR) • Hazardous materials (HAZMAT)
Technology	Infrastructure Failure (utilities/services)	• Casualties, injuries and fatalities • School closures • Disruption of businesses • Disruption of communications • Disruption or loss of utilities, • Environmental issues, sanitary overflows etc	• Lions Bay Fire Rescue (LBFR) • BC Hydro (BCH), Telus, Shaw • Lions Bay Public Works (LBPW)
Human Intentional	Explosion/Emissions	• Casualties, injuries and fatalities • Explosion and/or fire • Disruption of traffic • Disruption or loss of utilities • Evacuation • Damage to property • Public health issues	• Royal Canadian Mounted Police (RCMP)



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Table B: Lions Bay Risk Matrix

	Very Low	Low	High	Very High	
6		Transport Accident - Road			Frequent or very likely
5		Severe Weather	Infrastructure failure	Earthquake	Moderate or likely
4	Transport Accident - Marine		- Dangerous Goods Spill - Fire – Interface/wildfire - Landslide/debris flow - Storm Surge - Fire Urban/rural		Occasional, slight chance
3	Explosion or emissions		Transport Accident - Rail		Unlikely, improbable
2	- Epidemic – Animal - Epidemic - Human				Highly unlikely (rare event)
1					Very rare event
	1	2	3	4	

Frequency/Likelihood ↑

Severity/Consequence →

Refer to the most recent copy of the Lions Bay Hazard/Risk/Vulnerability Assessment (HRVA) for more detailed information.

3. RESPONSE ORGANIZATION

A. British Columbia Emergency Management System (BCEMS)

The British Columbia Emergency Management System (BCEMS) is a comprehensive framework that helps ensure a coordinated and organized approach to emergencies and disasters. It provides a structure for a standardized approach to developing, coordinating, and implementing emergency management programs across the province.



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The Village of Lions Bay Emergency Program has adopted the British Columbia Emergency Management System (BCEMS) as its model for managing and coordinating emergency response and recovery efforts.

B. Response Objectives

The Village of Lions Bay subscribes to the BCEMS Response Objectives in the response to any emergency or disaster:

1. Provide for the Health and Safety of all Responders
2. Save lives
3. Reduce suffering
4. Protect public health
5. Protect critical infrastructure
6. Protect property
7. Protect the environment
8. Reduce economic and social loss

C. Scene Operations

The lead agency at the scene will provide an Incident Commander and if required establish an Incident Command Post at the scene to provide tactical coordination of responding personnel and resources. It will be the responsibility of the Incident Commander to develop situational awareness and, if warranted, provide a situation report to the Emergency Program representative. Larger or more wide spread events may require the creation of more than one Incident Command Post with an Incident Commander at each.

Emergency Support Services (ESS)

People in British Columbia forced from their homes by fire, floods, or other emergencies may receive emergency support services. Services may include food, lodging, clothing, emotional support, information about the crisis and family reunification. There may also be special services like first aid, child minding, pet care and transportation.

Please refer to the Emergency Support Services Annex for more detailed procedures and information.

D. Emergency Operations Centre (EOC)

The EOC supports and coordinates the overall emergency response activities within its jurisdiction. An EOC is set up away from the incident site, ideally in a pre-designated facility, and is normally activated at the request of the incident commander or a jurisdiction's senior official.



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Through the emergency operation centre the Village of Lions Bay:

- Assesses the situation
- Provides support to the first responders, including resources
- Provides public information, including media briefings
- Coordinates the provision of food, clothing, shelter and transportation
- Liaises with volunteer groups
- Provides situation reports to the PREOC
- Submits Resource Requests when jurisdictional resources are exhausted or unable to fill the need
- Tracks finances
- Coordinates recovery of essential services
- Coordinates community recovery efforts
- Exercises additional emergency powers as required (see Annex C Declaring a State of Local Emergency)

Activating the EOC

In the event any of the following criteria are true the Emergency Operations Centre can be activated to facilitate the effective response to the emergency or disaster:

1. Multiple agencies are required to respond.
2. Extra resources or coordination are required
3. A State of Local Emergency is required
4. Evacuation of residents is required
5. Significant information management or media presence is required.

To activate the EOC contact the Village Emergency line at 604-290-1498 and provide a summary of the event along with a request for EOC activation.

The primary location of the EOC is the top floor of the Dale Klatt building. If the building is within the hazard area the EOC may be moved to a secondary location such as the Council Chambers or Village office. Upon relocation of the EOC the new location must be made known to emergency responders by contacting the Surrey Fire Dispatch Centre (911), the Vancouver E-Comm Centre (911), and EMBC.

Refer to the Emergency Operations Centre (EOC) Annex for more detailed procedures and information.

E. Provincial Coordination

The Provincial Regional Coordination Level is the response level that provides and coordinates provincial support for Local Authorities and First Nations within designated regional boundaries. Support and coordination at this level are provided by the Provincial Regional Emergency Operations Centres (PREOCs).



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Provincial Regional Emergency Operations Centres

EMBC manages six regional emergency management offices throughout the province; Lions Bay falls within the Southwest Region which has the PREOC at 14292 Green Timbers Way in Surrey. In an emergency, the regional duty manager for the Southwest Region can be reached by contacting the Emergency Coordination Centre (ECC) at 1-800-663-3456. During activation the local EOC submits resource requests, situation reports and provides documentation to the Southwest Region PREOC. The PREOC uses the information provided by the Local Authority for situational awareness and strategic planning. This information is also applied to create provincial regional operational awareness objectives and provincial regional situation reports. If an approved resource request cannot be fulfilled at the regional level, the request is submitted to the PECC.

Provincial Emergency Coordination Centre

EMBC's Provincial Emergency Coordination Centre (PECC) implements provincial government objectives and leads the overall provincial emergency management response. It also serves as the coordination and communication link with the other response levels and the federal disaster support system. The PECC is located in Victoria.

F. Roles and Responsibilities of Council and Senior Staff

Emergency Program Coordinator

Role:

Assist in the management/coordination of emergency preparedness, response and recovery activities.

Responsibilities:

- Chair the Emergency Program Committee.
- Ensure coordination of local emergency response to major incidents requiring implementation of the Emergency Plan.
- As necessary, possibly under the direction of EMBC, coordinate emergency response to major emergencies.
- Ensure activation and coordination of local EOC during major emergencies as required in Emergency Plan.
- Report all major emergencies occurring within Lions Bay to EMBC.
- Coordinate revisions and updates to the Emergency Plan as needs dictate, with the Emergency Program Committee and emergency services organizations.
- Coordinate training and exercises to test the plan and maintain responders familiarity with their roles and responsibilities.

Emergency Program Committee

Role:

Meet on a regular basis to address issues about emergency management and review the Emergency Plan where necessary. In the event of an emergency, Committee members are



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expected to attend the Emergency Operations Centre to assist with the response.

The Committee is chaired by the Emergency Program Coordinator and comprises the following members:

- the Emergency Program Coordinator or Deputy Emergency Program Coordinator,
- the Chief Administrative Officer,
- the Public Works Manager,

- the Fire Chief, or their designate,
- the ESS Director, or their designate,
- three members of Council including the Mayor,
- such other members as Council may determine,

Council Role in Emergency

As per Lions Bay Emergency Plan Bylaw #566, 2019, Council oversees the response to an emergency once the Emergency Plan is activated and may declare a state of local emergency, although the Mayor, or Acting Mayor, may do so if it is not possible to assemble a quorum of the Council, and provided there has been a concerted effort to obtain the consent of the other members of the Council. The Chief Administrative Officer (CAO) shall act as the recording secretary or, in his or her absence, an appointee.

Any Lions Bay staff member, with just reason, can call for the activation of the EOC and Emergency Plan. Once the plan has been activated, Council or those to whom authority has been assigned under the Emergency Plan or delegated under the Emergency Plan Bylaw, may do the following:

- Call for the Emergency Program Committee to meet.
- Call for response by specific Response Teams, including requests for mutual aid.
- Declare a State of Local Emergency (Council or Mayor only).
- Declare an evacuation order.
- Elect to spend emergency funds as outlined in the Emergency Plan Bylaw No. 566(2019).
- Seek assistance, including emergency financial assistance where appropriate, from provincial and federal sources.
- Perform or appoint someone to perform any function deemed necessary and lawful under the *Emergency Program Act* when a declared State of Local Emergency exists and when exercising extraordinary powers.



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G. Departments/Agency Responsibilities during Response**Table C: Internal Responsibilities**

Department/Agency	Responsibilities
Lions Bay Public Works	• Maintenance and restoration of Municipally operated utilities. • Liaison for utility companies for the restoration of their systems. • Disaster Debris Removal (DDR). • Provide barricades and signage for emergency traffic control. • Snow and ice removal. • Provide and delivery of supplies & resources. • Arrange for the inspection of any facility that may be used as a Reception Centre after an event that may have caused structural damage, such as an earthquake.
Lions Bay Fire Rescue	• Fire suppression. • Response to transportation accidents. • Rescue in urban areas. • First response medical aid. • Initial response to a hazardous materials incident.
Lions Bay Emergency Support Services (LBESS)	• Set up and manage reception centre and/or group lodging. • Aid evacuees to meet immediate needs – either by providing locally, or by referring to neighboring community resources (hotels, restaurants, pharmacies, social service support groups). • Provide emotional support and assist evacuees in making recovery plans for themselves. • Provide support services to Lions Bay Search & Rescue Society and Lions Bay Fire Rescue.
Lions Bay Search & Rescue Society	• Provide assistance to: ➢ BCAS ➢ BCCS ➢ Department of National Defense and Canadian Coast Guard for air and marine search and rescue. ➢ Local governments during civil emergencies. • All LBSAR team members are qualified to establish and staff helicopter landing zones, as well as to provide helicopter ground support services.

Table D: External Responsibilities

Agency	Responsibilities
Police - RCMP	• Establish site perimeters, with public works assistance. • Establishing disaster response routes and/or traffic control points. • Carry out evacuation orders. • Protection of property after evacuation. • Assist coroner with identification of bodies and notification of next of kin. • Where injuries or fatalities occur, police maintain the scene for further investigation by other agencies such as the BC Coroners Service, WorkSafe BC and the Transportation Safety Board.
BC Ambulance Service	• Respond to the site of the incident and take charge of the patients, provide basic life support. • Provide trained personnel and resources required to respond, assess, treat, stabilize, transport and deliver patients to the appropriate medical facility • Establish liaison with local medical personnel as to medical requirements and capabilities.



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H. First on Scene Response Procedure

If an employee of the Village of Lions Bay is the first on scene, they are to take charge and initiate response to the situation.

1. Take charge

- **Ensure the safety of responders and bystanders.**
- Delegate tasks if possible, ask those around you for help.
- Account for all those on scene
- Document key actions and decisions made. (REQUIRED)

2. Gather Information

- What happened?
- When did it happen?
- Where did it happen?
- What caused the incident?
- Is the situation...Getting better? Getting worse? Staying the same?
- What is currently being done?
- Injuries or casualties?
- Are any homes at risk?
- Is any infrastructure at risk?
- Is evacuation of residents/visitors required?
- Document observations. (REQUIRED)

3. Initiate Response

- Call 911
- Provide the 911 operator with a quick summary of the situation.
- Follow 911 operator's instructions.
- Stay on the line until help arrives. Update the 911 operator to any changes.

4. Activate/Follow Department Emergency Plan

5. Determine if an EOC is required.

- Work with the on-scene Incident Commander to determine if an EOC is required.
- If an EOC is required, call the Village Emergency Phone (604-290-1498) to recommend activation.

6. Activate Village Emergency Plan

- Notify supervisor
- Notify Emergency Program representative
- Do not wait too long to request assistance if outside aid is required



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I. Evacuation

When an emergency threatens the entire community or any portion of the community, it may be necessary to advise residents to do one of two things:

- either evacuate, or
- shelter in place.

Events such as interface fire, landslide or hazardous materials spill may require residents to evacuate until such time as it is safe to return.

Evacuation is the process of removing people from an area of danger to an area of safety. Depending on the nature and scope of the event, evacuation may either be localized to a few homes or may affect the entire community.

Some emergency events will require residents to shelter in place in an effort to keep you safe while remaining indoors. Sheltering in place means to select a small, interior room, with no or few windows, and taking refuge there. *It does not mean sealing off your entire home or office building.*

Refer to the Evacuation Annex for more detailed procedures and information.

J. Communications

Clear and concise communications are a key to effective coordinated emergency response; members of the community and those involved in the response will need to know what is happening at all times. To facilitate the rapid and accurate provision and exchange of information the Village of Lions Bay has implemented the following systems:

LBAAlert

Lions Bay Alert (LBAAlert) is a multi-form communication system powered by ePACT that allows for fast notification by voice messaging, email and text messaging to residents or various response and management groups. LBAAlert is a voluntary system and requires residents to sign up and provide their own contact information.

Village Update

The Village Update is a weekly online newsletter emailed out by the Village staff on Fridays, or more frequently as required. The VU will be used to provide concise, detailed information to the residents with directions on where to find more information.

Web Information and Social Media

The Village of Lions Bay maintains the following online presence to provide and receive general information in a day to day capacity and may provide and receive emergency information as required.



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1. www.lionsbay.ca General and emergency information
2. twitter.com/LionsBayAlert Emergency information only

Refer to the Emergency Communications Annex for more detailed procedures and information.

K. Mutual Aid Agreements

The Village of Lions Bay has Mutual Aid Agreements for emergency assistance with the following communities:

- West Vancouver Fire Rescue
- Metro Vancouver

Other agencies may be considered for aid if required when no formal Mutual Aid Agreement is in place. For example, North Shore Emergency Management or the District of Squamish may be able to provide extra personnel to assist with the operation of an EOC or to support ESS activities. Ask for assistance before the situation grows out of control or EOC team members become fatigued.

L. Declaration of a State of Local Emergency

At some point, there may be a need to declare a State of Local Emergency, authorized under the Emergency Program Act. The Emergency Program Act takes precedence over all other provincial legislation. At the local level, the Council or, if necessary, the mayor may declare a State of Local Emergency for areas within the municipal boundaries of the Village of Lions Bay.

A local authority does **not** have to declare a Local State of Emergency for the following:

1. To implement any of their Emergency Plans.
2. To gain liability protection under the BC Emergency Program Act.
3. To qualify for Disaster Financial Assistance under the BC Emergency Program Act.

Once it is apparent to emergency responders that emergency conditions warrant an enforced evacuation, they should notify the heads of the local authority. The briefing to the heads of the local authority should include a recommendation that they issue a declaration for a defined geographic area, as well as the nature, extent, probability of loss, and resources at risk for the applicable area.

Time permitting; consultation should occur between the local government authorities and the PREOC of Emergency Management BC (EMBC) prior to the declaration. EMBC is also committed to consultation prior to issuance of a Provincial Declaration whenever possible. The Director of EMBC is responsible for briefing the Solicitor General.

The prior consultation process should also include any neighbouring local governments that could be affected by an evacuation.



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Emergency Powers

A State of Local Emergency allows a local authority to use the extraordinary powers listed below. The Declaration must state specifically which of these powers are being exercised by the local authority.

- Acquire or use any land or personal property considered necessary to prevent, respond to or alleviate the effects of an emergency or disaster.
- Control or prohibit travel to or from any area designated in the declaration within the local authority's jurisdiction.
- Provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and coordinate emergency medical, welfare and other essential services in any part of the local authority's jurisdiction.
- Cause the evacuation of persons and the removal of livestock, animals and personal property from any area designated in the declaration within the local authority's jurisdiction that is or may be affected by an emergency or a disaster and make arrangements for the adequate care and protection of those persons, livestock, animals and personal property.
- Authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program if otherwise considered by the local authority to be necessary to prevent, respond to or alleviate the effects of an emergency or disaster.
- Cause the demolition or removal of any trees, structures or crops if the demolition or removal is considered by the local authority to be necessary or appropriate in order to prevent, respond to or alleviate the effects of an emergency or disaster.
- Construct works considered by the local authority to be necessary or appropriate to prevent, respond to or alleviate the effects of an emergency or disaster.
- Procure, fix prices for or ration food, clothing, fuel, equipment, medical supplies or other essential supplies and the use of any property, services, resources or equipment within any area designated in the declaration within the local authority's jurisdiction for the duration of the state of local emergency.

Steps in Declaring State of Local Emergency

Section 12 (1) of the Emergency Program Act allows the head of a local authority (mayor) to declare a state of local emergency if extraordinary powers are required to deal with the effects of an emergency or disaster. Steps to consider:

1. The local authority must be satisfied that an emergency exists or is imminent.
2. Declaration can be made two ways:
 - a. By bylaw or resolution if made by a Local Authority, e.g. Municipal Council, or
 - b. By order, if made by the head of the local authority, e.g., the Mayor.

Before issuing a Declaration by order, the Mayor must use his or her best efforts to obtain the consent of the other members of Council.



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3. As soon as practical after issuing a Declaration order, the Mayor must convene a meeting of Council to assist in directing response to the emergency.
4. The Declaration of State of Local Emergency form must identify the nature of the emergency and that area where it exists or is imminent. The Mayor, immediately after making a Declaration of State of Local Emergency, must forward a copy of the Declaration to the Solicitor General, and publish the contents of the Declaration to the population of the affected area in a manner most likely to make the contents known to residents of the affected area. A coordinated public information communications plan should be available for immediate implementation, following the declaration.
5. A State of Local Emergency exists for seven (7) days unless cancelled earlier. An extension of a State of Local Emergency beyond seven days must have the approval of the Solicitor General. Steps 1-4 above must be followed for each 7-day extension.
6. Once it is apparent to the head of the response organization that extraordinary powers are no longer required and that the State of Local Emergency may be cancelled, the Mayor must be advised as soon as possible. If the Declaration is cancelled by resolution or order, the Solicitor General must be promptly notified.

4. THE RECOVERY PHASE

Planning recovery operations during the response will shorten recovery time and reduce losses. There are three phases to the recovery period.

A. Initial Response – usually within 72 hours of impact, includes the following operations:

- Agency briefings and debriefings on an ongoing basis as determined by the EOC Director
- Restoration of communications
- Disaster debris removal
- Infrastructure damage and safety inspections
- Identification and provision of reception centres
- Emergency repair of critical services/utilities.
- Emergency repair of buildings, roads, bridges and other infrastructure
- Coordination of provincial/federal damage assessments.
- Formation of initial recovery task force by EOC Director
- Support for evacuees
- Acquisition and provision of essential supplies to the community

B. Short-Term Recovery – 72 hours to 4 weeks, includes the following:

- Ongoing agency briefings and debriefings
- Security of municipal and private property
- Restoration of municipal and private utilities
- Ongoing provision of essential supplies to the community



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- Restoration of social and health services.
- Restoration of normal civic services.
- Economic recovery, including business resumption.
- Continuation of recovery task force initiatives
- Building demolition

C. Long-Term Recovery - 4 weeks to several years, includes:

- Completion of damage assessments
- Reconstruction of damaged municipal infrastructure and private property
- Implementation of long-term economic recovery.
- Hazard mitigation.

Please refer to the Recovery Annex for more detailed information about recovery procedures and information.



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APPENDICES

1. Village of Lions Bay Emergency Program Bylaw No. 566 (2019)
2. Provincial Legislation – Emergency Program Act (RSBC 1996)
3. Glossary & Acronyms
4. Village of Lions Bay Emergency Contact List



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APPENDIX A: Lions Bay Emergency Plan Bylaw No. 566(2019)

EMERGENCY PROGRAM BYLAW NO.566, 2019

A bylaw to establish and operate a plan or scheme for preparedness, response and recovery in the case of emergencies pursuant to the provisions of the *Emergency Program Act*.

WHEREAS the Council of the Village of Lions Bay is required to prepare a local emergency plan respecting preparation for, response to, and recovery from emergencies and disaster,

AND WHEREAS the Village of Lions Bay wishes to provide a comprehensive management program to prepare for, respond to and recover from emergencies and disasters,

NOW THEREFORE, the Council of the Village of Lions Bay in open meeting assembled enacts as follows:

1. CITATION

1.1. This Bylaw shall be cited as Emergency Program Bylaw No. 566, 2019.

2. INTERPRETATION

2.1. In this bylaw, "Act" means the *Emergency Program Act*, RSBC 1996, Chapter 111.

2.2. Unless otherwise specifically stated, the words used in this bylaw shall have the same meaning as words have in the Act.

- a) "Council" means the municipal council of the Village of Lions Bay,
- b) "Mayor" means that person elected by the Village of Lions Bay, and includes the person designated as acting mayor at the relevant time when the "Mayor" is absent, or otherwise unable to act or when the office of the Mayor is vacant,
- c) "declaration of a state of local emergency" means a declaration of the Council or the Mayor that an emergency exists or is imminent in the regional district,
- d) "disaster" means a calamity that:
 - i. is caused by accident, fire, explosion or technical failure or by the forces of nature, and



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- ii. has resulted in serious harm to the health, safety or welfare of people, or in widespread damage to property.
- e) "emergency" means a present or imminent event that:
 - i. is caused by accident, fire, explosion or technical failure or by the forces of nature, and
 - ii. requires prompt coordination of action or special regulation of persons or property, to protect the health, safety or welfare of people or to limit damage to property.
- f) "Emergency Plan" means the Village of Lions Bay Emergency Plan as constituted at any point in time.

3. EMERGENCY MANAGEMENT ORGANIZATION

- 3.1. In accordance with the requirements of the *Act* to establish and maintain an emergency management organization to develop and implement emergency plans and other preparedness, response and recovery measures for emergencies and disasters, an Emergency Management Organization, comprised of:
 - a) the Council
 - b) the Emergency Program Committee, and
 - c) the Emergency Program Coordinatoris hereby established.

4. THE COUNCIL

- 4.1. The Council is at all times responsible for the general direction and control of the response of the Village of Lions Bay to an emergency or disaster, and in particular to:
 - a) declare a State of Local Emergency,
 - b) call upon or delegate powers available under the *Act*, as required, and to monitor the use of such powers,



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- c) establish emergency policy and legislation necessary to facilitate the response to an emergency or disaster, and
 - d) adopt and maintain an Emergency Plan respecting preparation for, response to, and recovery from an emergency or disaster.
- 4.2. Notwithstanding the provisions of subsection 4.1, the Mayor may carry out the responsibilities specified in clauses (a) and (b) where, because of the circumstances of an emergency or disaster, it is not possible to assemble a quorum of the Council, and provided the Mayor has made every effort to obtain the consent of the other members of the Council.
- 4.3. The Mayor and Council will appoint an Emergency Program Coordinator to facilitate emergency preparedness, response and recovery measures.
- 4.4. The Council will ensure that sufficient budget and staff are provided to maintain an essential level of emergency program preparedness.
- 4.5. The Council will report the annual status of the emergency program to the Minister responsible for the Act.

5. **EMERGENCY PROGRAM COMMITTEE**

- 5.1 The Emergency Program Committee is accountable to the Council.
- 5.2 The Emergency Program Committee shall comprise, at a minimum:
- a) the Emergency Program Coordinator or Deputy Emergency Program Coordinator,
 - b) the Chief Administrative Officer,
 - c) the Public Works Manager,
 - d) the Fire Chief, or their designate,
 - e) the ESS Director, or their designate,
 - f) three members of Council including the Mayor,
 - g) such other members as Council may determine,



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5.3 The Emergency Program Committee shall:

- a) provide strategic direction and oversight to the Emergency Program Coordinator,
- b) provide strategic and budgetary advice and recommendations to Council regarding the Emergency Program and the Emergency Plan, including in respect of:
 - i) the Committee's terms of reference, policies and procedures;
 - ii) agreements with other municipalities or regional districts for the purpose of emergency assistance or the formulation of coordinated emergency preparedness, response or recovery;
 - iii) agreements with individuals, bodies, corporations or other non-government agencies for the provision of goods or services;
 - iv) assessment of hazards, risks and vulnerability on an ongoing basis;
 - v) staffing and support for the Emergency Operations Centre (EOC);
 - vi) training and exercise programs.

5.4 The Emergency Program Committee may strike such sub-committees and work groups as is deemed necessary.

5.5 The Emergency Program Committee will meet at least bi-annually, or as determined by the committee.

6. **EMERGENCY PROGRAM COORDINATOR**

6.1. The Emergency Program Coordinator, and the Deputy Emergency Program Coordinator, is accountable to the CAO and is responsible to:

- a) provide leadership and administration for the Emergency Program and the Emergency Program Committee,
- b) coordinate and/or supervise any sub-committees or work groups,



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- c) develop an Emergency Program strategic plan, action plans and budget,
- d) maintain all emergency plans and documentation,
- e) provide an annual status report on the state of the Emergency Program and the level of preparedness,
- f) coordinate a training and exercise program,
- g) coordinate with other governments, non-government agencies, First Nations and private sector agencies,
- h) establish and maintain an Emergency Operations Centre, and
- i) establish, coordinate and support volunteer programs.

7. EMERGENCY RESPONSE AND DELEGATION OF AUTHORITY

- 7.1 The Emergency Management Program will conform to the “B.C. Emergency Management System” (BCEMS).
 - 7.2 The Chief Administrative Officer or their designate shall be the Emergency Operations Centre (EOC) Director.
 - 7.3 The EOC Director is authorized by Council to:
 - a) exercise any of the powers provided to local authorities by the *Act* under a state of local emergency;
 - b) expend Municipal funds which are not included in the financial plan of the Municipality, required for the preservation of life, health and the protection of property during an emergency or disaster, on the following basis:
 - i. following the declaration of an emergency by the Mayor and/or Council,
 - ii. up to an including \$25,000 at the discretion of the EOC Director, and
 - iii. an amount greater than \$25,000 at the discretion of Council,
- and any expenditure made in accordance with subsection 7.3.b) must be presented to the Council in a report under the signature of the EOC Director at the earliest available opportunity.



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- c) For certainty, the authority of the EOC Director in section 7.3 of this bylaw includes the authority to negotiate and execute any agreement, on behalf of the Municipality, on any terms or conditions considered appropriate.

8. LIABILITY

8.1 As stipulated by the *Act*, no person, including, without limitation, the Council, the Mayor, members of the Village of Lions Bay Emergency Management Organization, employees of the Village of Lions Bay, a volunteer and any other persons appointed, authorized or requested to carry out measures relating to emergencies or disasters, is liable for any loss, cost, expense, damages or injury to persons or property that result from:

- a) the person in good faith doing or omitting to do any act that the person is appointed, authorized or required to do under this bylaw, unless, in doing or omitting to do the act, the person was grossly negligent, or
- b) any acts done or omitted to be done by one or more of the persons who were, under this bylaw, appointed, authorized or required by the person to do the acts, unless in appointing, authorizing or requiring those persons to do the acts, the person was not acting in good faith.

9. REPEAL

9.1 Bylaw No 409, The Emergency Program Bylaw (2009), is repealed.

10. COMMENCEMENT

B10.1 This bylaw comes into force upon adoption.



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APPENDIX B: Provincial Legislation

Emergency Program Act [RSBC 1996] CHAPTER 111

Part 1 — Definitions and Application

Definitions

1 (1) In this Act:

"Declaration of a state of emergency" means a declaration of the minister or the Lieutenant Governor in Council under section 9 (1);

"Declaration of a state of local emergency" means a declaration of a local authority or the head of a local authority under section 12 (1);

"Director" means the person appointed under section 2 (3) as the director of the Provincial Emergency Program;

"Disaster" means a calamity that

(a) is caused by accident, fire, explosion or technical failure or by the forces of nature, and

(b) has resulted in serious harm to the health, safety or welfare of people, or in widespread damage to property;

"Electoral area" means an electoral area as defined in the *Local Government Act*;

"Emergency" means a present or imminent event or circumstance that

(a) is caused by accident, fire, explosion, technical failure or the forces of nature, and

(b) requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of a person or to limit damage to property;

"Government corporation" has the same meaning as in the *Financial Administration Act*, and includes the South Coast British Columbia Transportation Authority continued under the *South Coast British Columbia Transportation Authority Act* and any of its subsidiaries;



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"Head of a local authority" means

- (a) for a municipality, the mayor or a person designated by the municipal council to act in the capacity of mayor in the mayor's absence, and
- (b) for an electoral area in a regional district, the chair of the board of the regional district, or, in the chair's absence, a vice chair;

"Jurisdictional area" means any of the following for which there is a local authority:

- (a) a municipality;
- (b) an electoral area;
- (c) a national park;

"Local authority" means

- (a) for a municipality, the municipal council,
- (b) for an electoral area in a regional district, the board of the regional district, or
- (c) for a national park, the park superintendent or the park superintendent's delegate if an agreement has been entered into with the government of Canada under section 4 (2) (e) in which it is agreed that the park superintendent is a local authority for the purposes of this Act;

"Local emergency plan" means an emergency plan prepared under section 6 (2);

"Provincial Emergency Program" means the Provincial Emergency Program continued under section 2 (1);

"Provincial emergency plans" means the emergency plans prepared under section 4 (1);

"Volunteer" means a volunteer registered by a local authority or the Provincial Emergency Program for the purpose of responding to a disaster or an emergency.



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(2) A local authority has responsibility under this Act for the jurisdictional area for which it is the local authority.

Part 2 — Administration

Provincial Emergency Program

2 (1) The Provincial Emergency Program is continued.

(2) The Provincial Emergency Program is responsible for carrying out the powers and duties vested in it under this Act or by the minister.

(3) A director and any officers and employees required to enable the Provincial Emergency Program to perform its duties and exercise its powers may be appointed in accordance with the *Public Service Act*.

Committees

3 (1) The minister may appoint the committees the minister considers necessary or desirable to advise or assist the Lieutenant Governor in Council, the minister or the director.

(2) The members of committees appointed under subsection (1) who are not officers or employees of the government, or officers or employees of an agency of the government,

(a) are to be reimbursed for reasonable travelling and out of pocket expenses necessarily incurred in the discharge of their duties under this Act, and

(b) may be paid remuneration for their services as the Lieutenant Governor in Council may order.

Powers and duties of minister

4 (1) The minister must prepare emergency plans respecting preparation for, response to and recovery from emergencies and disasters.

(2) The minister may do one or more of the following:

(a) conduct public information programs relating to emergency preparedness and recommend preventive measures to alleviate the effects of emergencies or disasters;



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- (b) make surveys and studies to identify and record actual and potential hazards that may cause emergencies or disasters;
- (c) make payments and grants, subject to any terms or conditions that the minister may impose, to local authorities for the purposes of assisting in emergency prevention, preparedness and response;
- (d) enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of emergency plans or programs;
- (e) enter into agreements with the government of Canada or of any other province, or with any agency of such a government, dealing with emergency plans and programs;
- (f) review and recommend modification of local emergency plans of local authorities;
- (g) establish training and training exercise programs;
- (h) provide support to volunteers as prescribed in the regulations;
- (i) delegate in writing to the director any of the powers or duties vested in the minister by this Act, except a power
 - (i) to make a declaration of a state of emergency,
 - (ii) to cancel a declaration of a state of emergency,
 - (iii) to cancel a declaration of a state of local emergency, or
 - (iv) to make an order under section 13 (2).

Ministerial orders

5 The minister may, by order, do one or more of the following:

- (a) divide British Columbia into various subdivisions for the purpose of organizing integrated plans and programs in relation to emergency preparedness, response and recovery;
- (b) require local authorities of the municipalities or electoral areas located within a subdivision referred to in paragraph (a) to prepare, in cooperation with designated ministries, integrated plans and programs, satisfactory to the minister, to deal with emergencies;



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(c) establish procedures required for the prompt and efficient implementation of plans and programs to meet emergencies and disasters;

(d) require a person to develop plans and programs in cooperation with one or more local authorities, designated ministries and government corporations and agencies to remedy, alleviate or meet any emergency that might arise from any hazard to persons or property and that is or may be created by

- (i) the person engaging in any operation,
- (ii) the person utilizing any process,
- (iii) the person using property in any manner, or
- (iv) any condition that exists or may exist on the person's land.

Local authority emergency organization

6 (1) Subject to sections 8 (2), 13 (2) and 14 (3), a local authority is at all times responsible for the direction and control of the local authority's emergency response.

(2) Subject to subsection (2.1), a local authority must prepare or cause to be prepared local emergency plans respecting preparation for, response to and recovery from emergencies and disasters.

(2.1) For the purposes of subsection (2), a local authority that is the board of a regional district must ensure that it has one local emergency plan that applies, or 2 or more local emergency plans that in the aggregate apply, to all of the electoral areas within the regional district.

(3) A local authority that is a municipal council or the board of a regional district must establish and maintain an emergency management organization to develop and implement emergency plans and other preparedness, response and recovery measures for emergencies and disasters and, for that purpose,

(a) if the local authority is a municipal council, the municipal council must establish and maintain an emergency management organization with responsibility for the whole of the municipality, and

(b) if the local authority is the board of a regional district, the board of the regional district must establish and maintain



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- (i) one emergency management organization with responsibility for all of the electoral areas within the regional district, or
- (ii) 2 or more emergency management organizations that in the aggregate have responsibility for all of the electoral areas within the regional district

(3.1) without limiting subsection (3), a local authority that is a municipal council or the board of a regional district may:

- (a) appoint committees the local authority considers necessary or desirable to advise and assist the local authority, and
- (b) appoint a coordinator for each emergency management organization established by it under subsection (3).

(3.2) the minister may, by order, establish one or both of the following:

- (a) if a local authority has not complied with subsections (2) and (2.1), the date by which the local emergency plan or plans required under those subsections must be prepared, with power to establish, for the board of a regional district, different dates for the preparation of local emergency plans for different electoral areas within the regional district;
- (b) if a local authority has not complied with subsection (3), the date by which the emergency management organization or organizations required under that subsection must be established, with power to establish, for the board of a regional district, different dates for the establishment of emergency management organizations for different electoral areas within the regional district.

(4) A local authority may, in writing, delegate any of its powers and duties under this Act to the committee, emergency management organization or coordinator referred to in subsection (3), except the power to make a declaration of a state of local emergency.

Part 3 — Emergencies, Disasters and Declared Emergencies

Division 1 — Emergencies and Disasters



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Implementation of Provincial emergency plans

- 7 The minister or a person designated in a Provincial emergency plan may, whether or not a state of emergency has been declared under section 9 (1), cause a Provincial emergency plan to be implemented if, in the opinion of the minister or the designated person, an emergency exists or appears imminent or a disaster has occurred or threatens.

Implementation of local emergency plans

- 8 (1) A local authority or a person designated in the local authority's local emergency plan may, whether or not a state of local emergency has been declared under section 12 (1), cause the plan to be implemented if, in the opinion of the local authority or the designated person, an emergency exists or appears imminent or a disaster has occurred or threatens in

(a) the jurisdictional area for which the local authority has responsibility, or

(b) any other municipality or electoral area if the local authority having responsibility for that other jurisdictional area has requested assistance.

(2) If a Provincial emergency plan has been implemented under section 7, a local emergency plan may be implemented or its implementation may be continued under subsection (1) of this section if and to the extent that the local emergency plan is not in conflict with the Provincial emergency plan.

Division 2 — Declaration of State of Emergency

Declaration of state of emergency

- 9 (1) If satisfied that an emergency exists or is imminent, the minister or the Lieutenant Governor in Council may, by order, declare a state of emergency relating to all or any part of British Columbia.
- (2) A declaration of a state of emergency under subsection (1) must identify the nature of the emergency and the area of British Columbia in which the emergency exists or is imminent.
- (3) Immediately after a declaration of a state of emergency is made, the minister must cause the details of the declaration to be published by a means of



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communication that the minister considers most likely to make the contents of the declaration known to the majority of the population of the affected area.

(4) A declaration under subsection (1) expires 14 days from the date it is made, but the Lieutenant Governor in Council may extend the duration of the declaration for further periods of not more than 14 days each.

(5) Subsections (2) and (3) apply to each extension under subsection (4) of the duration of a declaration of a state of emergency.

Powers of minister in declared state of emergency

10 (1) After a declaration of a state of emergency is made under section 9 (1) and for the duration of the state of emergency, the minister may do all acts and implement all procedures that the minister considers necessary to prevent, respond to or alleviate the effects of an emergency or a disaster, including any or all of the following:

(a) implement a Provincial emergency plan or any Provincial emergency measures;

(b) authorize a local authority to implement a local emergency plan or emergency measures for all or any part of the jurisdictional area for which the local authority has responsibility;

(c) require a local authority for a municipality or an electoral area to implement a local emergency plan or emergency measures for all or any part of the municipality or electoral area for which the local authority has responsibility;

(d) acquire or use any land or personal property considered necessary to prevent, respond to or alleviate the effects of an emergency or disaster;

(e) authorize or require any person to render assistance of a type that the person is qualified to provide or that otherwise is or may be required to prevent, respond to or alleviate the effects of an emergency or disaster;

(f) control or prohibit travel to or from any area of British Columbia;

(g) provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and



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coordinate emergency medical, welfare and other essential services in any part of British Columbia;

(h) cause the evacuation of persons and the removal of livestock, animals and personal property from any area of British Columbia that is or may be affected by an emergency or a disaster and make arrangements for the adequate care and protection of those persons, livestock, animals and personal property;

(i) authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program or if otherwise considered by the minister to be necessary to prevent, respond to or alleviate the effects of an emergency or disaster;

(j) cause the demolition or removal of any trees, structures or crops if the demolition or removal is considered by the minister to be necessary or appropriate in order to prevent, respond to or alleviate the effects of an emergency or disaster;

(k) construct works considered by the minister to be necessary or appropriate to prevent, respond to or alleviate the effects of an emergency or disaster;

(l) procure, fix prices for or ration food, clothing, fuel, equipment, medical supplies or other essential supplies and the use of any property, services, resources or equipment within any part of British Columbia for the duration of the state of emergency.

(2) After a declaration of a state of emergency is made under section 9 (1),

(a) the director or such other person as the minister may appoint is responsible for the coordination and implementation of necessary plans or programs prepared under this Act, and

(b) all persons and agencies involved in the coordination and implementation are subject to the control and direction of the director or the other person appointed by the minister.

Cancellation of declaration of state of emergency



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11 (1) When, in the opinion of the minister or the Lieutenant Governor in Council, an emergency no longer exists in an area in relation to which a declaration of a state of emergency was made under section 9 (1), the minister or the Lieutenant Governor in Council must make an order cancelling the declaration of a state of emergency in respect of that area.

(2) Immediately after an order is made under subsection (1) or a declaration of a state of emergency expires under section 9 (4), the minister must cause the details of the cancellation or expiry of the declaration of a state of emergency to be published by a means of communication that the minister considers most likely to make the contents of the cancellation order or the fact of the cancellation or expiry known to the majority of the population of the affected area

Division 3 — Declaration of Local Emergency

Declaration of state of local emergency

12 (1) A local authority or, if a local authority consists of more than one person, the head of the local authority, may, at any time that the local authority or the head of the local authority, as the case may be, is satisfied that an emergency exists or is imminent in the jurisdictional area for which the local authority has responsibility, declare a state of local emergency relating to all or any part of the jurisdictional area.

(2) A declaration of a state of local emergency under subsection (1) must identify the nature of the emergency and the part of the jurisdictional area in which it exists or is imminent, and the declaration must be made

(a) by bylaw or resolution if made by a local authority, or

(b) by order, if made by the head of a local authority.

(3) The head of a local authority must, before making a declaration under subsection (1), use best efforts to obtain the consent of the other members of the local authority to the declaration and must, as soon as practicable after making a declaration under subsection (1), convene a meeting of the local authority to assist in directing the response to the emergency.

(4) Immediately after making a declaration of a state of local emergency, the local authority or the head of the local authority, as the case may be, must

(a) forward a copy of the declaration to the minister, and



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(b) cause the details of the declaration to be published by a means of communication that the local authority or the head of the local authority, as the case may be, considers most likely to make the contents of the declaration known to the population of the affected area.

(5) Subject to section 14 (3), a declaration of a state of local emergency expires 7 days from the date it is made unless it is earlier cancelled by the minister, the Lieutenant Governor in Council, the local authority or the head of the local authority.

(6) Despite subsection (5), the local authority may, with the approval of the minister or the Lieutenant Governor in Council, extend the duration of a declaration of a state of local emergency for periods of not more than 7 days each.

(7) Subsections (2) and (4) apply to each extension under subsection (6) of the duration of a declaration of a state of local emergency.

Powers of local authority in declared state of local emergency

13 (1) After a declaration of a state of local emergency is made under section 12 (1) in respect of all or any part of the jurisdictional area for which a local authority has responsibility and for the duration of the state of local emergency, the local authority may do all acts and implement all procedures that it considers necessary to prevent, respond to or alleviate the effects of an emergency or a disaster, including any or all of the following:

(a) implement its local emergency plan or any local emergency measures;

(b) subject to this section, exercise, in relation to the part of the jurisdictional area affected by the declaration, any power available to the minister under section 10 (1) (d) to (l);

(c) subject to this section, authorize, in writing, any persons involved in the operation of a local emergency plan or program to exercise, in relation to any part of the jurisdictional area affected by a declaration, any power available to the minister under section 10 (1) (d) to (l).



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(2) If a state of local emergency has been declared under section 12 (1), the minister may order a local authority to refrain or desist, either generally or in respect of any matter, from exercising any one or more of the powers referred to in subsection (1) (b) or (c).

(3) Immediately after making an order under subsection (2), the minister must cause the details of the order to be communicated to the local authority affected by the order and to any other persons the minister considers appropriate.

(4) Immediately after the details of an order are communicated to a local authority under subsection (3), the local authority referred to in the order must comply with the order and must direct every person under its direction or control to refrain or desist from doing any act that the local authority is ordered to refrain or desist from doing.

(5) For the purposes of subsections (3) and (4), the details of an order are communicated to a local authority when those details are communicated to any one of the members of the local authority.

(6) The local authority of a municipality or electoral area may, during or within 60 days after declaring a state of local emergency, by bylaw ratified by the minister responsible for the administration of the *Community Charter*, but without obtaining the approval of the electors or the assent of the electors, borrow any money necessary to pay expenses caused by the emergency.

Cancellation of declaration of state of local emergency

14 (1) The minister or the Lieutenant Governor in Council may cancel a declaration of a state of local emergency at any time the minister or the Lieutenant Governor in Council considers appropriate in the circumstances.

(2) The local authority or the head of the local authority must, when of the opinion that an emergency no longer exists in the part of the jurisdictional area in relation to which a declaration of a state of local emergency was made,

(a) cancel the declaration of a state of local emergency in relation to that part

(i) by bylaw or resolution, if the cancellation is effected by the local authority, or



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(ii) by order, if the cancellation is effected by the head of the local authority, and

(b) promptly notify the minister of the cancellation of the declaration of a state of local emergency.

(3) A declaration of a state of local emergency made in respect of a part of a jurisdictional area ceases have of any force or effect on the making of a declaration of a state of emergency by the minister or the Lieutenant Governor in Council relating to that part of the jurisdictional area.

Notification of termination of declaration of state of local emergency

15 (1) Immediately after the termination of a declaration of state of local emergency, the local authority having responsibility for the area in respect of which the declaration was made must cause the details of the termination to be published by a means of a communication that the local authority considers most likely to make the contents of the termination or the fact of the termination known to the majority of the population of the affected area.

(2) For the purposes of subsection (1), a declaration of a state of local emergency is terminated when

(a) it expires under section 12 (5) or (6),

(b) it is cancelled by the minister or the Lieutenant Governor in Council under section 14 (1),

(c) it is cancelled by bylaw, resolution or order under section 14 (2), or

(d) it ceases to have any force or effect under section 14 (3) as a result of the making of a declaration of a state of emergency under section 9 (1).

Part 4 — General

Expenditures

16 (1) Any expenditures under this Act considered necessary by the minister to implement a Provincial emergency plan or Provincial emergency measures, under



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section 7 or 10 (1) (a), may be paid out of the consolidated revenue fund without an appropriation other than this section.

(2) Nothing in subsection (1) authorizes the minister to make a payment for disaster financial assistance out of the consolidated revenue fund.

Recovery of costs

17 (1) If an emergency or a disaster is threatened or caused in whole or in part by the acts or omissions of a person and expenditures are made by the government or a local authority to prevent, respond to or alleviate the effects of the emergency or disaster, the person must, on the request of the minister or head of a local authority, pay to the Minister of Finance or the local authority the lesser of

(a) the portion of the expenditures that is equal to the portion of the liability for the occurrence of the emergency or disaster that is attributable to the person, and

(b) the amount demanded by the minister or head of a local authority.

(2) Nothing in subsection (1) relieves a person from any other liability.

Exemption from civil liability

18 No person, including, without limitation, the minister, the other members of the Executive Council, the director, a local authority, the head of a local authority, a member of a local authority, a volunteer and any other person appointed, authorized or required to carry out measures relating to emergencies or disasters, is liable for any loss, cost, expense, damage or injury to person or property that results from

(a) the person in good faith doing or omitting to do any act that the person is appointed, authorized or required to do under this Act, unless, in doing or omitting to do the act, the person was grossly negligent, or

(b) any acts done or omitted to be done by one or more of the persons who were, under this Act, appointed, authorized or required by the person to do the acts, unless in appointing, authorizing or requiring those persons to do the acts, the

person was not acting in good faith.



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Compensation for loss

19 (1) Despite section 18, if as a result of the acquisition or use of a person's land or personal property under section 10 (1) (d) or 13 (1) (b) or (c), the person suffers a loss of or to that property, the government or the local authority that acquired or used or directed or authorized the acquisition or use of the property must compensate the person for the loss in accordance with the regulations.

(2) Despite section 18, if a person suffers any loss of or to any land or personal property as a result of any other action taken under section 7, 8 (1), 10 (1) or 13 (1), the government or the local authority, as the case may be, that took or authorized or directed the taking of the action may compensate the person for the loss in accordance with the regulations.

(3) If any dispute arises concerning the amount of compensation payable under this section, the matter must be submitted for determination by one arbitrator or 3 arbitrators appointed under the *Commercial Arbitration Act* and

(a) the person who is to be compensated must, in a notice served on the minister, elect whether one or 3 arbitrators are to be appointed, and

(b) the *Commercial Arbitration Act* applies to the dispute.

Disaster financial assistance

20 (1) The Lieutenant Governor in Council may, by regulation, establish criteria by which the eligibility of a person to receive disaster financial assistance is to be determined.

(2) The Lieutenant Governor in Council or the minister may provide disaster financial assistance in accordance with the regulations to persons who suffer loss as a result of a disaster.

Appeals to director on eligibility for disaster financial assistance

21 (1) A person may, by delivering to the director a written notice of appeal within 60 days after receipt of notice that the person was determined not to meet the eligibility criteria set under section 20 (1), appeal that determination.



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(2) If a written notice of appeal is not received by the director within the time limited for an appeal under subsection (1), the person in respect of whom the determination was made may not appeal the determination.

(3) If a written notice of appeal is received by the director within the time limited for an appeal under subsection (1), the director must review the appellant's eligibility for disaster financial assistance in accordance with the information contained in the notice of appeal and may, but need not, do one or both of the following in conducting that review:

- (a) request additional information from the appellant;
- (b) convene a hearing.

(4) After conducting a review under subsection (3), the director may

- (a) confirm the determination, or
- (b) overturn the determination and direct that the person be considered to be eligible to receive disaster financial assistance.

(5) The director must inform the appellant of the decision reached under subsection (4).

(6) A decision under subsection (4) is final and conclusive and is not open to question or review in a court on any grounds.

Appeals to director on amounts of disaster financial assistance

22 (1) A person may, by delivering to the director a written notice of appeal within 60 days after receipt of disaster financial assistance provided under section 20, appeal the amount of that disaster financial assistance.

(2) If a written notice of appeal is not received by the director within the time limited for an appeal under subsection (1), the person is deemed to have accepted the sum paid by way of disaster financial assistance in full settlement of the person's loss, and no proceedings to determine or seek an increase in the amount of the disaster financial assistance provided for that loss may be brought by that person.

(3) If a written notice of appeal is received by the director within the time limited for an appeal under subsection (1), the director must review the amount of disaster financial assistance in accordance with the information contained in the



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notice of appeal and may, but need not, do one or both of the following in conducting that review:

- (a) request additional information from the appellant;
- (b) convene a hearing.

(4) After conducting a review under subsection (3), the director may confirm, increase or decrease the amount of the disaster financial assistance and must inform the appellant of the decision.

(5) A decision under subsection (4) is final and conclusive and is not open to question or review in a court on any grounds.

Repealed

23 [Repealed 2003-7-14.]

Variation of disaster financial assistance

24 (1) If a person is, under section 22, determined to be entitled to disaster financial assistance in an amount that is greater than the disaster financial assistance, if any, provided to the person under section 20, the government must promptly provide to the person the additional amount of disaster financial assistance decided by the director.

(2) If the director determines, under section 22, that a person is entitled to an amount of disaster financial assistance that is less than the amount of disaster financial assistance provided to the person under section 20, the person must repay to the government the amount of the disaster financial assistance that was an overpayment within 60 days after being informed of the director's decision under section 22.

Mandatory assistance

25 (1) If a person who is authorized to do so under section 10 (1) (e) or 13 (1) makes an order requiring a person to provide assistance, the person named in the order must provide the assistance required by the order.

(2) A person's employment must not be terminated by reason only that the person is required to provide assistance under this section.



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Conflict

- 26** Unless otherwise provided for in a declaration of a state of emergency made under section 9 (1) or in an extension of the duration of a declaration under section 9 (4), if there is a conflict between this Act or the regulations made under this Act and any other Act or regulations, this Act and the regulations made under this Act prevail during the time that the declaration of a state of emergency made under section 9 (1) and any extension of the duration of that declaration is in effect.

Offence

- 27** (1) A person commits an offence who
- (a) contravenes this Act or the regulations, or
 - (b) interferes with or obstructs any person in the exercise of any power or the performance of any duty conferred or imposed under this Act.
- (2) A person who commits an offence under subsection (1) is liable to imprisonment for a term of not more than one year or to a fine of not more than \$10 000 or to both imprisonment and fine.

Power to make regulations

- 28** (1) The Lieutenant Governor in Council may make regulations referred to in section 41 of the *Interpretation Act*.
- (2) Without limiting subsection (1), the Lieutenant Governor in Council may make regulations as follows:
- (a) assigning responsibility to ministries, boards, commissions or government corporations or agencies for the preparation or implementation of all or any part of plans or arrangements to deal with emergencies or disasters;
 - (b) delegating to any person or committee appointed under this Act or to any one or more members of the Executive Council any of the powers vested by this Act in the minister or the Lieutenant Governor in Council, except the power to make an order for a declaration of a state of emergency or to make regulations;



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- (c) respecting the assessment of damage or loss caused by an emergency or disaster, the processing of claims for compensation for the damage or loss and the payment of compensation for the damage or loss;
- (d) respecting eligibility for, the processing of claims for and the payment of disaster financial assistance;
- (e) governing the sharing of costs incurred by the government or by a local authority in conducting emergency operations;
- (f) respecting the registration, responsibilities and training of and training exercises for volunteers and volunteer agencies;
- (g) requiring persons to develop plans and programs in cooperation with one or more local authorities, designated ministries and government corporations and agencies to remedy, alleviate or meet any emergency that might arise from any hazard to persons or property and that is or may be created by
 - (i) the person engaging in any operation,
 - (ii) the person utilizing any process,
 - (iii) the person using property in any manner, or
 - (iv) any condition that exists or may exist on the person's land;
- (h) respecting the form and content of emergency plans;
- (i) in respect of any power available to a local authority under section 13 (1);
- (j) respecting the form and content of any notice of appeal delivered to the director under section 21 (1) or 22 (1).



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APPENDIX C: Glossary and Acronyms

BCAS	-	British Columbia Ambulance Service
BCCS	-	British Columbia Coroners Service
BCH	-	BC Hydro
BCEMS	-	British Columbia Emergency Management System
CANUTEC	-	Canadian Transport Emergency Centre
CBRNE	-	Chemical, Biological, Radiological, Nuclear, Explosion
CCG	-	Canadian Coastguard
CF	-	Canadian Forces
CHLOREP	-	Chlorine Emergency Program
CN	-	Canadian National Railway
CNV	-	City of North Vancouver
DDR	-	Disaster Debris Removal
DFA	-	Disaster Financial Assistance
DFO	-	Department of Fisheries & Oceans
DND	-	Department of National Defence
DNV	-	District of North Vancouver
DOC	-	Department Operations Centre
DOS	-	District of Squamish
DWFR	-	District of West Vancouver Fire Rescue
DWV	-	District of West Vancouver
DSFR	-	District of Squamish Fire Rescue
E-COMM	-	Emergency Communications
EOC	-	Emergency Operations Centre
EMBC	-	Emergency Management British Columbia
EPC	-	Emergency Program Committee / Emergency Program Coordinator
ESS	-	Emergency Support Services
ESSD	-	Emergency Support Services Director
GIS	-	Geographical Information System
GL	-	Group Lodging
GPS	-	Global Positioning System
GVRD	-	Greater Vancouver Regional District
HAZMAT	-	Hazardous Materials
HEMBC	-	Health Emergency Management BC
HRVA	-	Hazard Risk Vulnerability Analysis
HUSAR	-	Heavy Urban Search and Rescue
IC	-	Incident Commander
ICP	-	Incident Command Post
ICS	-	Incident Command System
IT	-	Information Technology
JEPP	-	Joint Emergency Preparedness Program
JIBC	-	Justice Institute of British Columbia



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JRCC	-	Joint Rescue Coordination Centre
LBBW	-	Lions Bay Block Watch
LBFR	-	Lions Bay Fire Rescue
LBPW	-	Lions Bay Public Works
LBPWM	-	Lions Bay Public Works Manager
LBSAR	-	Lions Bay Search & Rescue Society
LGH	-	Lions Gate Hospital
MAFF	-	Ministry of Agriculture, Food & Fisheries
MCTS	-	Marine Communications and Traffic Services
MCMC	-	Miller Capilano Maintenance Corporation
MCFD	-	Ministry of Children and Family Development
METRO	-	Metro Vancouver
MMAH	-	Ministry of Municipal Affairs and Housing
MOC	-	Ministry Operations Centre
MOE	-	Ministry of Environment
MOF	-	Ministry of Forests
MOTI	-	Ministry of Transportation and Infrastructure
NSEM	-	North Shore Emergency Management
OC	-	Operations Centre
PECC	-	Provincial Emergency Coordination Centre
PEP	-	Provincial Emergency Program (OUTDATED – SEE EMBC)
PERCS	-	Provincial Emergency Radio Communications Service
PHAC	-	Public Health Agency of Canada
PIO	-	Public Information Officer
PREOC	-	Provincial Regional Emergency Operations Centre
PSEPC	-	Public Safety and Emergency Preparedness Canada
RC	-	Reception Centre
RCMP	-	Royal Canadian Mounted Police
SAR	-	Search & Rescue
SLRD	-	Squamish Lillooet Regional District
TEAP	-	Transportation Emergency Assistance Plan
TSB	-	Transportation Safety Board
VCH	-	Vancouver Coastal Health
VLB, VOLB	-	Village of Lions Bay
WSBC	-	WorkSafe British Columbia
WVFR	-	West Vancouver Fire Rescue
WVPD	-	West Vancouver Police Department
WVSD45	-	West Vancouver School District 45
YVR	-	Vancouver International Airport

Note: Not all of the above acronyms appear in the Emergency Plan.



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APPENDIX D: Village of Lions Bay Emergency Contact List

Position	Name	Contact
Lions Bay Staff		
Chief Administrative Officer (CAO)	Peter DeJong	Bus: 604-921-9333 Extension 1 Email: cao@lionsbay.ca
Emergency Program Coordinator	Peter DeJong	Bus: 604-921-9333 Extension 101 Email: cao@lionsbay.ca
Deputy Emergency Program Coordinator	Robert Whitney	Cell: 604-910-8950 Email: rwhitney@lionsbay.ca
Public Works Manager	Naizam Jaffer	Cell: 604-834-2529 Bus: 604-921-9833 Fax: 604-921-9213 Emergency On-Call Cell: 604-290-1498
Administrative Assistant	Shawna Gilroy	Bus: 604-921-9333 Fax: 604-921-6643
Executive Assistant	Nicole Dumas	Bus: 604-921-9333 Fax: 604-921-6643
Council		
Mayor	Ron McLaughlin	Home: 604-921-7138 Email: mayor.mclaughlin@lionsbay.ca
Councillor	Fred Bain	Cell: 604-341-5222 Email: councillor.bain@lionsbay.ca
Councillor	Norman Barmeier	Cell: 778-991-0642 Email: councillor.barmeier@lionsbay.ca
Councillor	Neville Abbott	Home: 604-922-5290 Cell: 604-363-2667 Email: councillor.abbott@lionsbay.ca
Councillor	Jaime Cunliffe	Home: 604-913-2233 Cell: 604-355-1464 Email: councillor.cunliffe@lionsbay.ca
Response Agencies		
Police	Squamish RCMP	Emergency: 911 Bus: 604-892-6100 Fax: 604-892-9217
Lions Bay Fire Rescue	Andrew Oliver, Fire Chief	Emergency: 911 Cell: 604-690-4908 Fax: 604-921-8555
BC Ambulance Service	Christian Stiegelmar – Acting Unit Chief	Emergency: 911 Cell: 604-223-7406
Lions Bay Search & Rescue	Ed Langford, SAR Manager	Cell: 778-231-5344
	Martin Colwell, SAR Manager	Cell: 604-816-4778
	Brent Calkin, Team Leader	Cell: 604-341-6176
	Sandro Frei, SAR Manager	Cell: 604-725-3637
	Doug Brown, DR	Cell: 778-990-5614
Volunteer Organizations		
Emergency Communications – Amateur Radio	Jan Schneider	Home: 604-921-7375
Lions Bay Emergency Support Services	Susan Loutet	Bus: 604-921-9333 Fax: 604-921-6643
Block Watch Coordinator	Ruth Simmons	Home: 604-921-6564 Cell: 778-834-4292
Lions Bay Commercial Representatives		
Lions Bay General Store		Bus: 604-921-6344
Lions Bay Café		Bus: 604-921-2208
Lions Bay Marina		Bus: 604-921-7510



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Notes/Amendments



2019

Village of Lions Bay EOC Annex



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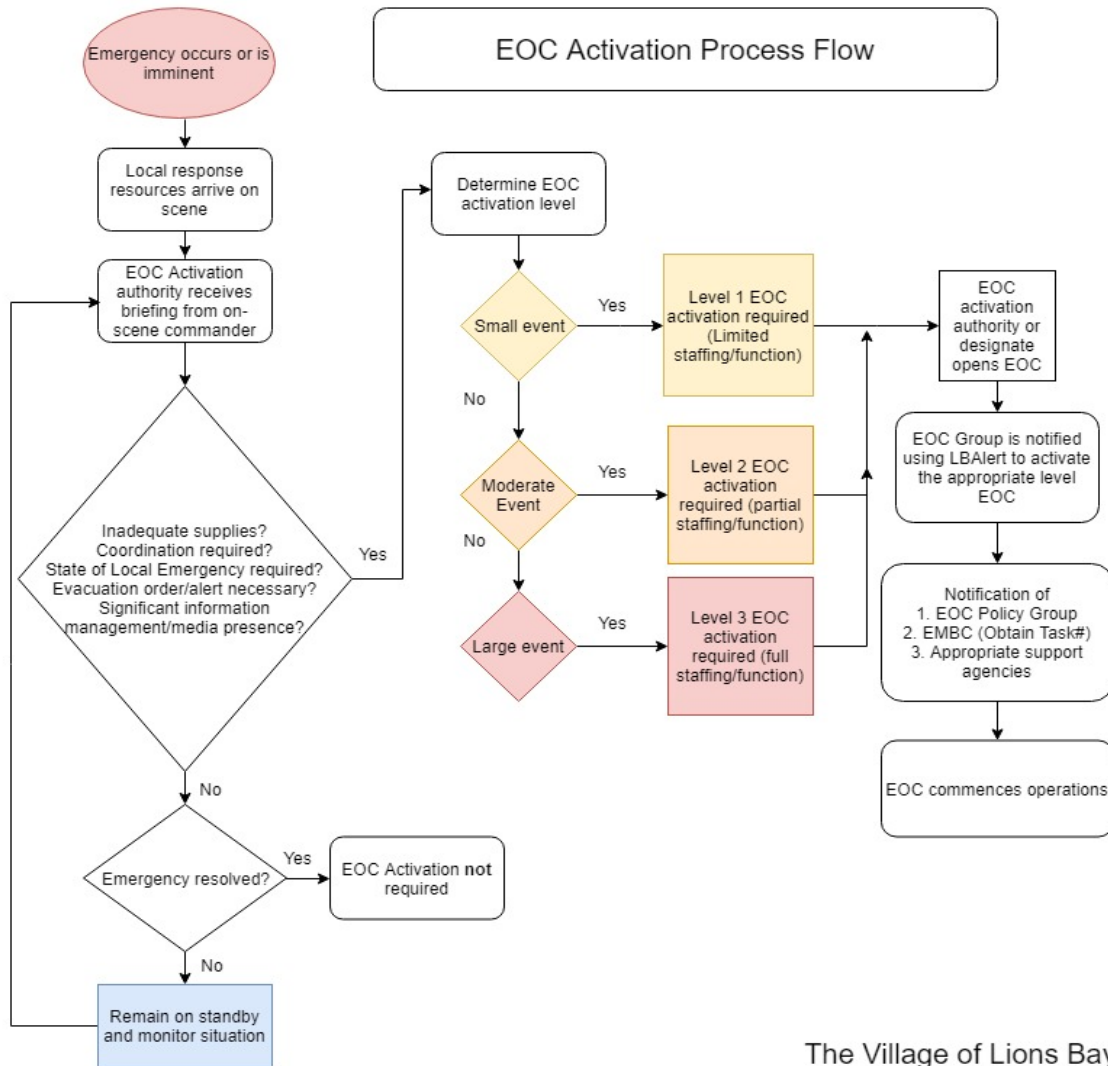
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Important Phone Numbers

- EMBC 1-800-663-3456
- NSEM 778-338-6300

The Village of Lions Bay



EOC Activation Process Flow Revision Date July, 2019



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Distribution List

Internal

<i>Plan Holder</i>	<i>Method</i>	<i>No. Printed Copies</i>
Mayor and Council of Lions Bay	Email	
Lions Bay CAO	Email	
Lions Bay Emergency Program Coordinator	Email	
Lions Bay Deputy Emergency Program Coordinator	Email	0
Lions Bay EOC	USB	
Lions Bay Office Administrator	Email	
Lions Bay Fire Rescue	Email	
Lions Bay Search & Rescue	Email	
Lions Bay Public Works Manager	Email	
Lions Bay ESS Director	Email	
Lions Bay Elementary School Principal	Email	

External

<i>Agency</i>	<i>Method</i>	<i>No. Printed Copies</i>
BCAS		
North Shore Emergency Management		
EMBC SW Region - Surrey		
EMBC Provincial Headquarters - Victoria		
RCMP – North Vancouver and Squamish		
Vancouver Coastal Health		
DWV CAO		
DWV ESS Director		
West Vancouver Police Department		
West Vancouver Fire Rescue		
DWVSD 45		
Squamish Emergency Program Coordinator		
SLRD Emergency Program Coordinator		
Metro Vancouver Emergency Program Coordinator		



Revision History

Date of Revision	Revision Description	Author	Review By
12/2019	Removal of EOC section from Emergency Plan and creation of EOC Annex	Robert Whitney Deputy Emergency Program Coordinator Village of Lions Bay	12/2020



1. Purpose and Scope

This document is written to provide guidance for the management, organization and coordination to provide an effective response and recovery from major emergencies or disasters at the EOC level. *It is not intended that this document address emergencies that are normally handled at the scene by appropriate first responder agencies but is rather intended for emergencies and disasters of such size or magnitude that the extra coordination of an EOC is required.*

The Emergency Operations Centre Annex is written to support and supplement the Village of Lions Bay Emergency Plan.

2. Concept of Operations

A. Emergency Response Organization

The Village of Lions Bay Emergency Program has adopted BCEMS as its model for managing and coordinating emergency response and recovery efforts. It is based on the Incident Command System (ICS), which utilizes the five functions of Management, Operations, Planning, Logistics and Finance/Administration to manage and coordinate emergency events.

B. BCEMS Response Goals

- Provide for the safety and health of all responders
- Save lives
- Reduce suffering
- Protect public health
- Protect government infrastructure
- Protect property
- Protect the environment
- Reduce economic and social losses

An Incident Commander oversees site activities. An Emergency Operations Centre (EOC) is activated to oversee and coordinate all non-site activities. When a community fully activates its EOC and/or when multiple local authority EOCs are activated, a Provincial Regional Emergency Operations Centre (PREOC) will be established to provide support and coordination. If a PREOC is established, the Provincial Emergency Coordination Centre (PECC) is also activated to coordinate provincial operations and resources.

Incident Command Post (ICP) – is the location where emergency responders such as police, fire and ambulance personnel safely gather to initiate response activity to an emergency site. An Incident Commander is appointed from the lead agency involved in the response and is responsible for directing all site activity. Incident objectives, strategies and tactics for the site are formulated and directed from the ICP.



Emergency Operations Centre (EOC) – is normally activated at the request of the Incident Commander or senior municipal officials to provide overall jurisdictional direction and control, coordination and resource support. By organizing and managing EOC operations utilizing BCEMS principles the EOC will operate more effectively and consistently with regional and provincial counterparts.

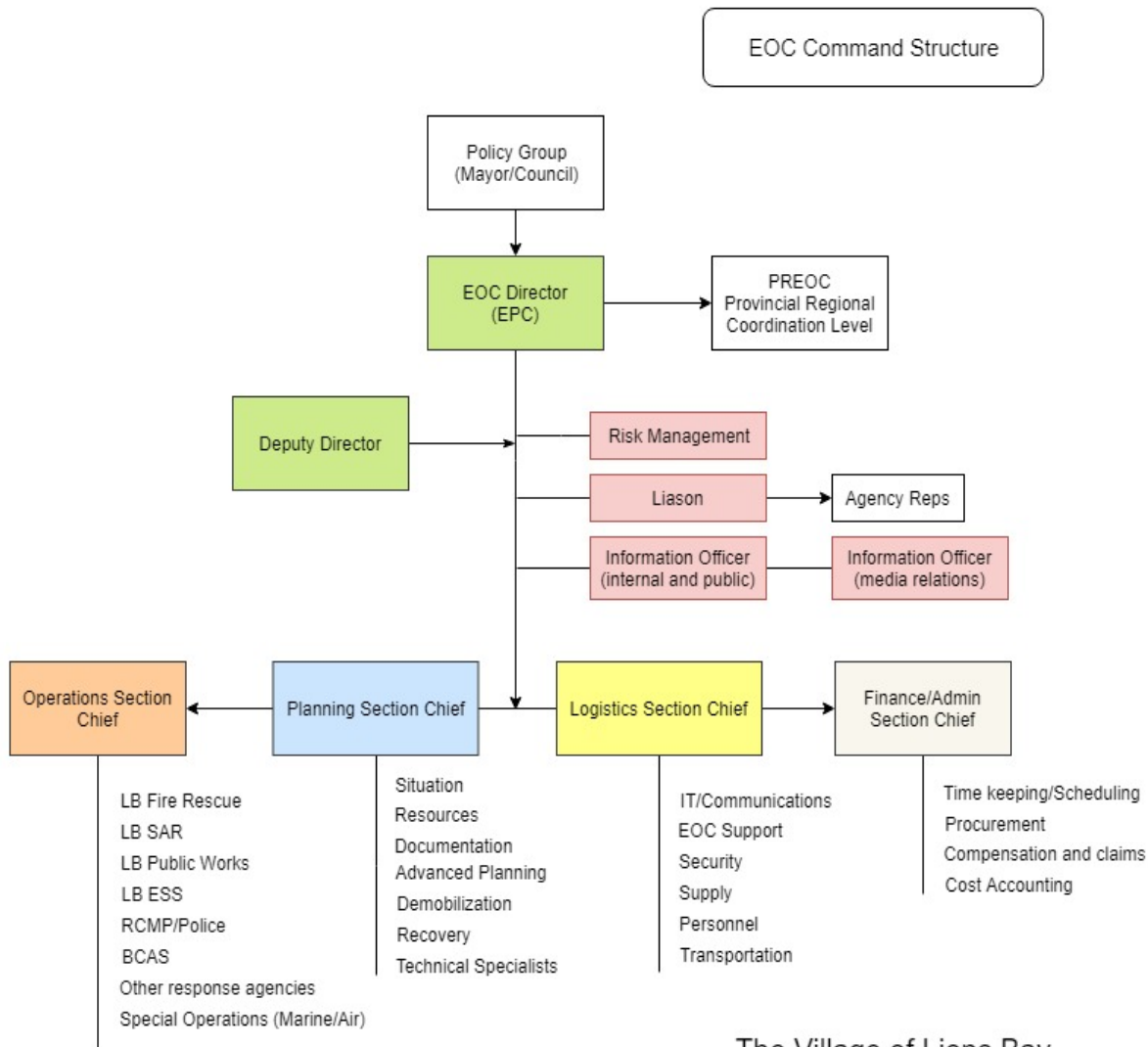
Provincial Regional Emergency Operations Centre (PREOC) – coordinates, facilitates and manages information, policy direction and provincial resources to support local authorities and provincial agencies responding to emergencies or disasters. In circumstances where incidents cross local authority boundaries, or where local authorities are not organized to fulfill their role, PREOC will define an operational area in order to manage and coordinate the overall provincial response within that area.

Provincial Emergency Coordination Centre (PECC) – provides inter-region policy direction and coordination for emergencies involving more than one PREOC. It acts as an overall provincial coordination centre in the event of simultaneous multi-region disasters, such as earthquakes, floods or interface fires.

PECC provides ongoing inter-agency coordination to ensure adequate province-wide mobilization and allocation of provincial resources. It serves as the communications link with the federal disaster support structure, including Department of National Defense and Emergency Preparedness Canada.



3. EOC Command Structure



The Village of Lions Bay



Lions Bay Modified EOC Command Structure Revision Date July 2019



4. EOC OVERVIEW

A. EOC Management Considerations

Policy Group

When the EOC is activated, the Emergency Program Committee, comprised of the Mayor, Councillors and senior staff will provide the EOC Director with emergency policy direction. An example of this level of policy direction would be the declaration of a State of Local Emergency.

EOC Director

All decisions made in the EOC require the support of accurate and timely information as well as input and consultation from relevant staff members and agencies.

The EOC director is ultimately responsible for making key decisions on behalf of the EOC. They do this in consultation with the EOC Section Chiefs, Incident Commander(s) and the Emergency Program Committee.

Issues that may require a decision by or approval from the EOC Director include:

- Establishing EOC priorities and objectives
- EOC Action Plans
- Extraordinary resource requests
- Press releases
- Media interviews
- Public information bulletins
- Evacuation orders
- Preparation of a State Of Local Emergency
- Mutual Aid request
- Request for provincial/federal assistance.

B. EOC Functions

Management – Responsible for the overall emergency policy and coordination, public information and media relations; agency liaison; and risk management procedures, through the joint efforts of local government agencies and non-governmental organizations.

Operations – responsible for coordinating all jurisdictional operations in support of the Incident Command Post (ICP) by developing and implementing an appropriate action plan.

- Direct communication with site(s) and field personnel.
- Supports site operations.
- Creates and displays status boards
- Implements plans and strategies.
- Directs deployment of all EOC issued resources and tracks use.



Planning – responsible for collecting, evaluating and disseminating information; assists in the development of action plans and situational status in coordination with other EOC sections, maintaining all appropriate documentation:

- Collects, processes, evaluates and displays status boards
- Develops situation reports and demobilization plans.
- Conducts long-range planning, recommends alternative actions and plans to EOC Director.
- Maintains overall resource status.
- Maintains damage assessment reports and prioritizes repair and restoration.

Logistics – Responsible for providing facilities, services, personnel, supplies, equipment and materials:

- Provides Information Technology (IT) services to support the needs of the event, computers, mapping, cell phones etc
- Procures essential supplies, equipment and materials
- Personnel
- Facilities
- Provides other services as required.

Finance/Administration – Responsible for financial activities and other administrative details:

- Monitors all costs associated to event response and recovery.
- Helps to set expenditure limits.
- Coordinates:
 - o Compensation and claims
 - o Contracts and procurement
 - o Time recording
 - o Cost estimates and analysis
 - o Disaster financial assistance through EMBC.

C. Typical EOC Activities

- Activation and setup
- Communications
- Information management
- Resource management
- Disaster analysis
- Decision-making
- Administration and documentation
- Recovery and long-range planning
- Demobilization.



D. Mutual Aid Agreements

The Village of Lions Bay has Mutual Aid Agreements for emergency assistance with the following communities:

- West Vancouver Fire Rescue
- Metro Vancouver

Other agencies may be considered for aid if required when no formal Mutual Aid Agreement is in place. For example, North Shore Emergency Management may be able to provide extra personnel to assist with the operation of an EOC.

5. Activation of the EOC

To activate the EOC contact the Village Emergency line at 604-290-1498 and provide a summary of the event along with a request for EOC activation.

The primary location of the EOC is the top floor of the Lions Bay Dale Klatt building. If the building is within the hazard area the EOC may be moved to a secondary location such as the Council Chambers or Village office. If the EOC is relocated, the new location must be made known to emergency responders by contacting the Surrey Fire Dispatch centre (911), the Vancouver E-Comm centre (911), and EMBC.

A. Levels of EOC Activation

EOC Activation Level	Event/Situation	Minimum Staffing Requirements
One	• Small event • One site • Two or more agencies involved • Potential threat of: - Flood - Severe storm - Interface fire	• EOC Director • Information Officer • Liaison Officer • Operations Section Chief • EMBC Notified
Two	1. Moderate event 2. Two or more sites 3. Several agencies involved 4. Major scheduled event (e.g. conference or sporting event) 5. Limited evacuations 6. Some resources / support required	7. EOC Director 8. Information Officer 9. Liaison Officer 10. Risk Mgmt Officer 11. Sections Chiefs (as required) 12. EMBC / PREOC limited activation
Three	• Major event • Multiple sites • Regional disaster • Multiple agencies involved • Extensive evacuations • Resources / support required	• All EOC functions and positions (as required) • Policy Group • PREOC activation



B. EOC Activation Notification

When the EOC director is informed of an emergency requiring EOC activation, they will authorize the following release to the appropriate personnel using LBAAlert.

Suggested wording:

"This is _(name/role/city)__. We have an emergency situation as follows: (brief description – fire, train derailment, dangerous goods spill, etc.). The EOC has been activated at the request of (insert initiating agency) to respond to the situation. Your immediate attendance at the EOC is required."

EOC members may be aware of an event before being officially contacted; if so, they should, if possible, report directly to the EOC.

C. Accessing the building

The Dale Klatt building is normally locked. Each member of the EOC Group, LBFR, LBSAR, BCAS and ESS can gain access to the building.

D. EOC Activation Checklist

- ☐ First person sets up EMBC Task Registration Form and signs in
- ☐ Check in with Logistics upon arrival at EOC. Obtain an ID card and vest, if available.
- ☐ Report to assigned supervisor
- ☐ Obtain event briefing from supervisor or section chief
- ☐ Establish situational awareness from site(s)
- ☐ Create Status board and be prepared to provide operational reports
- ☐ Establish Position Log and document key activities
- ☐ Establish a reporting schedule
- ☐ Review individual position summary and responsibilities (see EOC Org Chart, pages 9-10 for guidance)
- ☐ Create an Action Plan for operational period, may be verbal in initial stages
- ☐ Identify staffing levels and resources for next operational period

E. EOC Setup

The first Lions Bay staff member or volunteer to arrive at the EOC in response to an activation is to take responsibility for initiating the EOC setup.

- ☐ Establish security for the building and limit access to emergency responders and-EOC staff only.
- ☐ Establish both internal and external communications.
- ☐ Ensure all critical personnel have been contacted.
- ☐ Lay out all EOC materials, forms, mapping, office supplies etc.
- ☐ Create Status Boards to display details of the current situation.
- ☐ Ensure all actions are documented, including messages and financial transactions.

Note: The limited parking spaces in the area must be reserved for emergency responders and EOC staff.



F. Rooms

The following rooms within the Lions Bay Dale Klatt building may be utilized for the following purposes:

- *Radio Room* – Communications, internal and external
- *Training Room* – EOC, Management, Operations, Planning, Logistics and Finance sections
- *Fire Department Rec. Room* – Break out room for advanced planning
- *Fire Department Office* – EOC Director, briefing room
- *Broughton Hall (if available)* – Used for community meetings
- *Council Chambers* – Media relations
- *Village Office* - Break room and refreshments

6. EOC Operations

A. Operational Approach

Once the EOC commences operations the goal is to establish objectives to be achieved for a given period of time, known as an “operational period”. The objectives set forth will always relate to the BCEMS response goals.

The purpose of the EOC is not to determine every step used to achieve the goals of operation; the response personnel at the scene are responsible for determining “how” to achieve a goal; the EOC and its staff are responsible for determining “what” needs to be done and providing the response personnel with the materials and support to achieve the goals.

B. Operational Periods

An operational period is the length of time set forth by the EOC management to achieve a given set of objectives. This period may vary in length and will largely be determined by the dynamics of the event and the environment. Typically, an operational period is between 8-12 hours and should never exceed 24 hours.

C. Transfer of Responsibilities (Shift Changes)

When staff members transfer their responsibilities to another, typically at the end of their shift, a simple but formal transfer briefing will be required. As such, shift relief should take place **15 minutes before a shift is scheduled to start** to allow the outgoing personnel to instruct the incoming personnel in a summary of the activities undertaken during the previous shift, identify which tasks or incidents remain “open”, and if time permits provide a brief written summary of the same information.

D. Staffing Considerations

Some considerations that need to be kept in mind by management with regards to the staffing of the EOC:

1. Staff Rest: Time must be allowed for meals, rest, etc. This matter cannot be left to sort itself out.
2. Labour Relations: Rules and regulations regarding safety and overtime, etc. are not necessarily suspended on account of this being an emergency response.
3. Briefings, Conferences: Activities at the EOC that require all staff members to attend outside of their scheduled shifts should be kept to a minimum. They interrupt necessary rest time and may interfere with necessary events such as site visits and media interviews.



E. Action Plans

An action plan should identify the EOC policies and priorities, as well as the specific tasks and objectives for the operational period. The plan may contain several objectives such as safety of first responders, establish Incident Command Post, establish communications, evacuation plans, traffic control, etc. The Action Plan for each operational period needs to be authorized by the EOC Director.

F. Status Board

A Status Board is essential to the emergency response activities and should be used to show details of the current situation and response efforts underway. The board should always be kept current with this information provided to the EOC Director during briefings.

Situational Awareness

Consider all potential sources of information, including:

- Information relayed by first responders and/or staff
- Information relayed by outside agencies
- Information relayed by the public
- Information relayed by the media
- Is the information received from a reliable source?

Understand the Situation

- What has happened?
- Are all first responders and staff safe and accounted for?
- Are there casualties and /or fatalities?
- Is there a risk to public health and safety?
- What is the extent of the damage?
- How many people and homes are affected?
- Is the situation stable, under control, escalating?
- Do we need to set up a Reception Centre? If so, where?
- What manpower and resources are required?
- Do we have the capability to provide the required manpower and resources?
- What additional resources do we require?
- Who do we contact for assistance?
- Is Shelter in Place, Evacuation Alert or Evacuation required? If so, initiate immediately
- What transportation is available, where are the pickup points?
- What evacuation routes are available?



G. Staff Identification

Following the BCEMS model the following identifying colours for specific functions should be used by all agencies that work with the EOC:

- Green – Director and Deputy Director
- Red – Management Staff
- Orange – Operations
- Blue – Planning
- Yellow – Logistics
- Grey – Finance/Admin

It is essential to have a common identification system for facilities and personnel filling positions.

Identification may take the form of a vest or an armband and should not preclude the personnel from wearing their agency's insignia or uniform.

Signs identifying the location of each EOC Function, Branch and Unit should also be posted for visual ease.

H. Briefings

Briefings are used to provide EOC staff, external agencies and the media with vital information that is needed to function effectively and efficiently. EOC Management team briefings should be facilitated by the Planning Section Chief and / or the EOC Director at scheduled times. Each briefing should have a pre-prepared briefing agenda which is approved by the EOC Director which outlines the briefing format and objectives.

In the early stages of EOC operations briefings may be held more frequently, i.e. every 2 hours or as required, to support response operations. As operations continue the frequency of briefings may reduce.

Each participant, if required, should come prepared to the briefing with:

- The current situation (relevant to their function / role)
- Unmet needs
- Future activities
- Public information needs

Minutes from the briefings are to be documented and approved by the EOC Director and distributed to the management team.

I. EOC Forms

Sample EOC forms are included in the appendices of this Annex.

When filling out the EOC paperwork these guidelines should be followed:

- Print or type all entries
- Use **BLUE** if filling out forms by hand
- Enter dates by year / month / day format (YYYY/MM/DD)
- Use 24 – hour clock time



- Enter name, position, date and time on **all** forms
- Fill in **all** blanks; use N/A (not applicable) as appropriate.

Copies of important documents (including position logs) should be forwarded to Planning's Documentation Unit for safekeeping.

J. After Action Reports

The EOC Director is responsible for completing an after-action evaluation report on all aspects of the emergencies under their control. The Director will ensure that all document records are complete and available in the event of public inquiry.

K. EMBC Task Number

The Village of Lions Bay should request a Task Number from EMBC, this will provide the municipality with the opportunity to apply for specific response financial assistance and/or the citizens of Lions Bay to apply for Disaster Financial Assistance (DFA) as well as providing registered volunteers with the opportunity to claim reimbursements and limited WorkSafe BC coverage.

Note: It is essential that **all** expenditures are tracked and recorded, this includes internal and external staff time. Likewise, all actions and decisions taken in the EOC need to be tracked in position logs throughout operation.

EMBC PREOC contact information:

South West Region Office

Tel: 604 586 4390 Fax: 604 586 4334

Radio Room Telephone: 604-586-2665 or 604-586-4083

24/7 Tel: **1 800 663 3456**

Call sign: **VE7SWF** How to contact call sign: http://www.percs.bc.ca/?page_id=10

Address: 14292 Green Timbers Way, Surrey, BC. V3T 0J4

L. EOC Deactivation

- The EOC Director is responsible for making this decision.
- The Lions Bay EOC may stand down, in phases or in its entirety depending on the event situation. Recovery efforts should continue to be monitored on an ongoing basis as required.
- The Planning Section should supervise the deactivation process.

M. EOC Demobilization Checklist (All Positions)

- ☐ Deactivate your assigned position and close out logs when authorized by the EOC Director or designate.
- ☐ Complete all required forms, reports, and other documentation. All forms and paperwork should be submitted through your supervisor to the Planning Section (Documentation Unit), as appropriate, prior to your departure.
- ☐ If another person is relieving you, ensure they are thoroughly briefed before you leave your workstation.
- ☐ Clean up your work area before you leave. Return any communications equipment or other materials specifically issued for your use.



- ☐ Leave a forwarding phone number where you can be reached.
- ☐ Follow EOC checkout procedures. Return to Personnel Unit (in Logistics) to sign out.
- ☐ Be prepared to provide input to the After Action Report.
- ☐ Upon request, participate in formal post-operational debriefs.
- ☐ Access critical incident stress debriefings, as needed.



Appendices

Appendix 1 – Forms and Templates

Appendix 2 – Management Group Position Aids

Appendix 3 – Generic Checklists



Appendix 1 – Forms and Templates

- Page 21 – EOC Position Log
- Page 22 – EOC Situation Report
- Page 25 – EOC Incident Report
- Page 26 – EOC Action Plan
- Page 28 – EOC Resource Request Form
- Page 30 – EOC Resource Sourcing Form



Date: _____ **Task #:** _____

[illegible]

EOC SITUATION REPORT

The purpose of this form is to summarize new and ongoing details of the emergency event

** Asterisks below indicate new information*

Jurisdiction: _____

1. EVENT

Event Name: _____ Event Type: _____

Date: _____ Time: _____ Operational Period: _____

EMBC Task #: _____ EOC Activation Level: ☐ Level 1 ☐ Level 2 ☐ Level 3 ☐ No EOC

2. EVENT SYNOPSIS

Provide a brief overview of the event & the prognosis

3. HUMAN IMPACTS

Areas Affected

List expiry dates of Declarations, Orders, Alerts

DEC = Declaration of Local Emergency; BCR = Band Council Resolution

Local Authority/First Nation	Geographic Area Affected/How	DEC/ BCR	EVAC ALERT	EVAC ORDER

Comment: _____

People Impacted

Indicate if the numbers are known or approximate

Indicate if numbers reflect evacuated people or homes

Local Authority/First Nation	# Alerted	# Evacuated	# Injured	# Fatalities	# Missing
Totals:					

Comment: _____

Emergency Support Services (ESS)

*Indicate if the facility is for
Reception Centre or Group Lodging*

Local Authority	Reception Centre/Group Lodging Facility	REGISTERED	CAPACITY

Comment: _____



4. INFRASTRUCTURE IMPACTS**TRANSPORTATION IMPACTS***ETA to Re-Open*

Route/Mode	Area of Closure/Details

Comment:

UTILITY IMPACTS*ETA to Restore*

System/Provider	Area of Outage/Details

Comment:

HEALTH IMPACTS*ETA to Restore*

Facility/Service	Details

Comment:

PRIVATE SECTOR IMPACTS

Industry/Business	Details (<i>List impacts of municipal significance</i>)

Comment:



5. RESOURCE ISSUES**Resource Shortages/Needs**

Resource	Details (Declared critical Resource? If yes, indicate by PROV or EOC)	CRITICAL?

Comment: _____

6. PUBLIC INFORMATION/MEDIA ISSUES

Rapid Notify System Used? ☐ Y ☐ N Time: _____ Area: _____

Message: _____

Call Centre Active? ☐ Y ☐ N Hours: _____ Phone #: _____

Media Interest: _____

7. WEATHER*Print & post the Environment Canada forecast in the EOC*

Today: _____

Tonight: _____

Tomorrow: _____

Outlook: _____

Source: _____

8. ATTACHMENTS*List attachments such as maps, plans, declarations/orders/alerts***9. APPROVALS**

Prepared By: _____ Position: _____ Date: _____ Time: _____

Authorizing Signature : _____

Prepared By: _____ Position: _____ Date: _____ Time: _____

Authorizing Signature: _____

10.*Check box on copy of recipient***Internal**

☐ Director	☐ Liaison Officer
☐ Risk Officer	☐ Information Officer
☐ Operations Chief	☐ Planning Chief
☐ Logistics Chief	☐ Finance Chief
☐ Documentation Unit retains and files the original	☐ Clip Board

This document may be distributed within your municipality or agency
Any distribution outside your agency requires prior approval from the Director

PRIMARY CONTACT

Email: _____

Phone: _____

Fax: _____



EOC INCIDENT REPORT*The purpose of this form is to capture and share situational awareness information as it becomes known*

RECEIVED AT	☐ EOC	☐ ESS Reception Centre	☐ ESS Group Lodging	INFORMATION TYPE
Name: _____	Position: _____			☐ Initial ☐ Update #
Date: _____	Time of report: _____	Operational Period #: _____		Info Verified? ☐ Yes ☐ No
RECEIVED FROM	☐ Site	☐ EOC	☐ ESS Reception Centre	☐ ESS Group Lodging
	☐ Other: _____			
Name: _____	Position: _____			☐ Requires action by: _____
Agency: _____	Contact: _____			☐ Situational awareness only

Event/Incident Name: _____	Incident Type: _____	Task #: _____
Incident Location: _____ (Address/Intersection/Descriptor)		

SUMMARY OF INCIDENT *(what happened?)***WHO IS RESPONDING?** *(involved agencies & actions?)***WHO/WHAT IS AFFECTED?** *Damage: (Buildings, bridges, roads, utilities, duration of rupture etc.)*

People	Confirmed	Estimated	
Fatalities			Other Information: _____ _____
Injuries			
Evacuees			
Homes evacuated			

Incident	☐ Assistance required	☐ Under control	☐ Resolved	☐ Closed	☐ Not Known
Prognosis:					
Incident Status:	☐ Deteriorating	☐ Static	☐ Improving	☐ Not Known	
	☐ Other: _____				

FORM PREPARED BY			
Print Name: _____	Position: _____	Date: _____	Time: _____
☐ Call Centre	Signature: _____		

DISTRIBUTION	
Situational awareness only: ☐ Original to Situation Unit to update event board, SitRep, maps ☐ Original to Documentation Unit who copies and returns a copy to the originator and files the original	Action Required: ☐ Forward to position requiring action ☐ Advise Situation Unit to update event board, SitRep, maps ☐ Original to Documentation Unit who copies and returns a copy to the originator and files the original



EOC Action Plan

The purpose of this form is to summarize actions and responsibilities for the next operational period

FACILITY

☐ EOC ☐ ESS Reception Centre ☐ ESS Group Lodging Location Name: _____

Event/Incident: _____ Task #: _____

Date: _____ For next Operational Period # _____ From: _____ To: _____

Name: _____ Section: _____ Position: _____

OBJECTIVES

List goals (in priority order) which identify what will need to be completed in the next operational period. **Use active verbs:** acquire, advise, complete, confirm, consult, contact, declare, determine, develop, establish, ensure, gather, identify, issue, notify, obtain, prepare, request, support.

Objective :

Tasks to complete this objective		Section Responsible		Time Required	

Objective :

Tasks to complete this objective		Section Responsible		Time Required	

Objective :

Tasks to complete this objective		Section Responsible		Time Required	



Objective :

Tasks to complete this objective		Section Responsible		Time Required	

Objective :

Tasks to complete this objective		Section Responsible		Time Required	

APPROVALS**Planning Section Chief** *(Review, sign and forward to EOC Director)*

Prepared By: _____ Position: _____ Date: _____ Time: _____

Authorizing Signature: _____

EOC Director *(Review, sign and forward to Documentation for copying and distribution)*

Prepared By: _____ Position: _____ Date: _____ Time: _____

Authorizing Signature: _____

EOC DISTRIBUTION LIST

☐ ? DIR	☐ ? OPS Section Chief
☐ ? Liaison Officer	☐ ? PLN Section Chief
☐ ? Information Officer	☐ ? LOG Section Chief
☐ ? Risk Management Officer	☐ ? FIN Section Chief
☐ ? Display Board (post)	☐ ? Documentation Unit (Original copy)

Additional staff assigned a task:

☐ ?	_____
☐ ?	_____
☐ ?	_____
☐ ?	_____



EOC RESOURCE REQUEST FORM*The purpose of this form is to request the sourcing of **extraordinary** resources*

Resource Tracking #: _____

THIS SIDE TO BE COMPLETED BY REQUESTOR**PRIORITY LEVEL** (set by Operations Section Chief or designate in times of congestion)
☐ **EMERGENCY** (life safety / immediate need)
 ☐ **PRIORITY** (time sensitive)
 ☐ **ROUTINE** (supports regular operations)

Date required by: _____ Time required by: _____

Incident Name: _____ Task #: _____ Operational Period: _____

REQUESTED BY
☐ Site ☐ DOC ☐ EOC ☐ ESSRC ☐ ESSGL ☐ DSH ☐ ROC Location Name: _____

Name: _____ Position: _____

Contact: _____ Alternate Contact: _____

Date of request: _____ Time of request: _____

DESCRIPTION OF RESOURCE (include a brief description of the mission that the resource is required for; this can help to source options)

Quantity: _____ Required for how long? _____

 Resource must come with: ☐ Fuel ☐ Operator ☐ Water ☐ Power ☐ Maint. ☐ Meals ☐ Lodging ☐ Comms
☐ Other: _____
TRANSPORT RESOURCE TO

Site/Location: _____ Address/Intersection: _____

Report to: _____ Contact #/email: _____

Agency and/or name of individual, if known

PREPARED BY (Requesting section)

Print name: _____ Position: _____ Date: _____ Time: _____

AUTHORIZED BY (Review and sign)

Print name: _____ Position: _____ Date: _____ Time: _____

Signature: _____

WHEN FORM COMPLETED, FORWARD TO LOGISTICS FOR PROCESSING

THIS SIDE TO BE COMPLETED BY LOGISTICS

Resource Tracking #: _____

- ☐ **CHECK PRIORITY** level on each request and deal with emergency and time sensitive requests first
- ☐ **ASSIGN** the resource request tracking number (for example **Ops-Eng#1**) on pg 1 & 2 in upper right corner
- ☐ **REVIEW** description of resource for any missing pertinent information and clarify as necessary with authorizing Section Chief (*see pg 1*)

NOTE SPACE (*use this space as working notes*)**VENDOR INFORMATION** (*separate form for each vendor*)

Vendor Name: _____

Vendor Address: _____

Contact Name: _____ Contact #: _____

Contact Email: _____

TRANSPORTATION ARRANGEMENTS

of resources deployed: _____

☐ **Delivery** _____

Estimated total costs: _____

☐ **Pick up** _____

Time of deployment: _____

☐ **Other:** _____

Estimated time of arrival: _____

FOLLOW UP☐ Is this a critical resource? (*high in demand / low in supply*) or does it exceed Director set spending limit? ☐ **YES** ☐ **No**If yes – acquire Director or EMBC approval (*whoever set the restriction*); attach an Expenditure Authorization Form☐ Can resource request be completed? ☐ **YES** ☐ **No** If yes go to continue form below; if no, advise requestor**NOTE:** *If resource request cannot be filled or can only partially be filled, discuss further action with requestor (e.g. alternate resource, etc.)*☐ Order resource☐ Initiate resource tracking☐ **VERIFY** resource delivery with requestor☐ Remind requestor to inform Logistics if redeploying the resource beyond original task☐ Remind requestor to advise Logistics when resource is no longer in use**LOGISTICS ACTION/COMPLETED BY**

Name: _____

Date: _____ Time: _____

☐ Site ☐ EOC ☐ ESSRC ☐ ESSGL

Name: _____

Date: _____ Time: _____

☐ Site ☐ EOC ☐ ESSRC ☐ ESSGL**ONCE RESOURCE DELIVERY IS VERIFIED**

Photocopy and distribute to:

☐ Requesting Section (*to inform requestor*)☐ Finance (*to track overall costs*)☐ Logistics/Tracking☐ Documentation (*original*)

EOC RESOURCE SOURCING FORM*The purpose of this form is to document sources of resources or resource offers*

Resource Tracking #: _____

Event/Incident Name: _____

Task #: _____

Date: _____

Time: _____

Operational Period #: _____

RECEIVED BY☐ Site ☐ DOC ☐ EOC ☐ ESSRC ☐ ESSGL ☐ DSH ☐ ROC

Location Name: _____

Name: _____

Position: _____

DESCRIPTION OF RESOURCES

Type of resource: _____

Quantity: _____

Also comes with: ☐ Fuel ☐ Power ☐ Operator ☐ Other: _____**Notes:** (use this space as working notes)**AVAILABILITY**

Date available: _____

Available until: _____

Method: ☐ Donation ☐ Loan ☐ Rent ☐ Purchase ☐ Other: _____

Cost Info: _____

VENDOR INFORMATION

Vendor Name: _____

Contact #: _____

Vendor Address: _____

Contact Email: _____

If Donation: *I verify that the organization which I represent is providing these resources without remuneration*

Contact Name: _____

Signature: _____

*If possible, obtain a verifying signature***TRANSPORTATION/STORAGE**Transport: ☐ Deliver ☐ Pick up ☐ Other: _____Storage: ☐ Will store until required **Comment:** _____**DELIVERY INFORMATION**

Deliver to: _____

Address: _____

Contact Name: _____

Contact #: _____

Contact Email: _____

Contact #: _____

WHEN FORM COMPLETED, FORWARD TO LOGISTICS**DISPOSITION/STATUS**☐ In Possession

Date: _____

Name: _____

☐ Declined

Date: _____

Name: _____

☐ Returned

Date: _____

Name: _____

Copy original and forward the copy to Logistics and original to the Documentation Unit

☐ Logistics☐ Documentation Unit

Appendix 2 – Management Group Position Aids

- Page 32 – Policy Group
- Page 34 – EOC Director
- Page 37 – EOC Deputy Director
- Page 40 – Liaison Officer
- Page 43 – Risk Management Officer
- Page 46 – Information Officer

Note: Please consult the latest copy of EMBC's [EOC Operational Guidelines](#) for additional position aids



Policy Group

Composition could include:

- Mayor and Elected Officials, and / or
- Senior Executives

Responsibilities:

1. Provides overall emergency policy and direction to the EOC Director.
2. Sets expenditure limits.
3. Formally requests outside support / resources (e.g., Provincial and Federal support).
4. Authorizes declaration and termination of "State of Local Emergency."
5. Provides direction for emergency public information activities.
6. Acts as a spokesperson for the jurisdiction.

Activation Phase:

- ☐ Convene as the EOC Policy Group at the EOC or designated site as recommended by the EOC Director.
- ☐ Obtain current situation status and a briefing on priority actions taken and outstanding, from the EOC Director.
- ☐ Follow the Generic Activation Phase Checklist (Appendix 3).

Operational Phase:

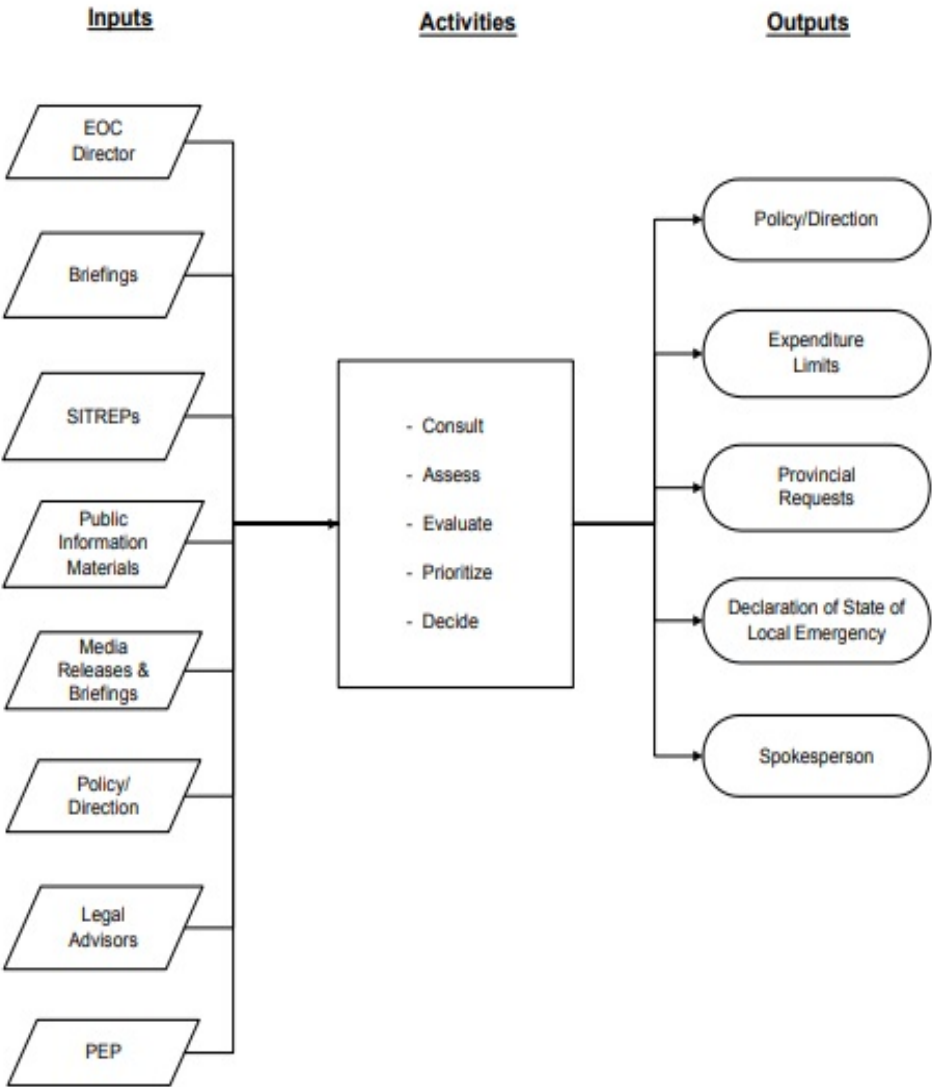
- ☐ Examine need for new or temporary policies, as required to support response operations.
- ☐ Consult with EOC Director to determine appropriate expenditure limits.
- ☐ As requested prepare for and participate in any media briefings.
- ☐ Ensure adequate public information materials are being issued from the EOC.
- ☐ Consult with EOC Director and / or Legal Advisors regarding any potential legal issues and recommended courses of action.
- ☐ Consult with EOC Director to determine need for extraordinary resources and / or outside assistance.
- ☐ Consult with EOC Director to determine need for Declaration and Termination of "State of Local Emergency."
- ☐ Keep apprised as to the status of the emergency event by reviewing EOC Situation Reports.

Demobilization Phase:

- ☐ Proclaim termination of the emergency response and have EOC proceed with recovery efforts.
- ☐ Ensure all paperwork has been forwarded to the Documentation Unit in Planning.
- ☐ Provide input to the after action report.
- ☐ Participate in formal post-operational debriefs.
- ☐ Recognize EOC staff members and response personnel for their efforts.
- ☐ Follow the Generic Demobilization Phase Checklist (Appendix 3)



POLICY GROUP



EOC Director**Responsibilities:**

1. Exercise overall management responsibility for the coordination between emergency response and supporting agencies in the EOC. In conjunction with Incident Commander(s), EOC General Staff and Management Staff, set priorities for response efforts in the affected area.
2. Provide support to local authorities and provincial agencies and ensure that all actions are accomplished within the priorities established.
3. Establish the appropriate staffing level for the EOC and continuously monitor organizational effectiveness to ensure that appropriate modifications occur as required.
4. Ensure that inter-agency coordination is accomplished effectively within the EOC.
5. Direct, in consultation with the Information Officer, appropriate emergency public information actions using the best methods of dissemination. Approve the issuance of press releases, and other public information materials as required.
6. Liaise with Policy Group and / or Elected Officials.
7. Ensure risk management principles and procedures are applied for all EOC activities.

Reports to:

- Policy Group

Activation Phase:

- ☐ Follow the Generic Activation Phase Checklist (Appendix 3).
- ☐ Obtain briefing from whatever sources are available.
- ☐ Obtain EMBC task number if required.
- ☐ Determine appropriate level of activation based on situation as known.
- ☐ Mobilize appropriate personnel for the initial activation of the EOC.
- ☐ Respond immediately to EOC location and determine operational status.
- ☐ Determine which sections are needed, assign Section Chiefs as appropriate and ensure they are staffing their sections as required.
 - Operations Section Chief
 - Logistics Section Chief
 - Planning Section Chief
 - Finance / Administration Section
- ☐ Determine which Management Staff positions are required and ensure they are filled as soon as possible.
 - Information Officer
 - Risk Management Officer
 - Liaison Officer
- ☐ Ensure EOC organization and staffing chart is posted and arriving team members are assigned appropriate roles.
- ☐ Establish initial priorities for the EOC based on current status and information from Incident Commander(s).
- ☐ Schedule the initial EOC Action Planning meeting and have Planning Chief prepare the agenda.
- ☐ Consult with Liaison Officer and General Staff to determine what representation is needed at the EOC from other emergency response agencies.



- ☐ Assign the Liaison Officer to coordinate outside agency response to the EOC, and to assist as necessary.
- ☐ Obtain personal telecommunications equipment if required.

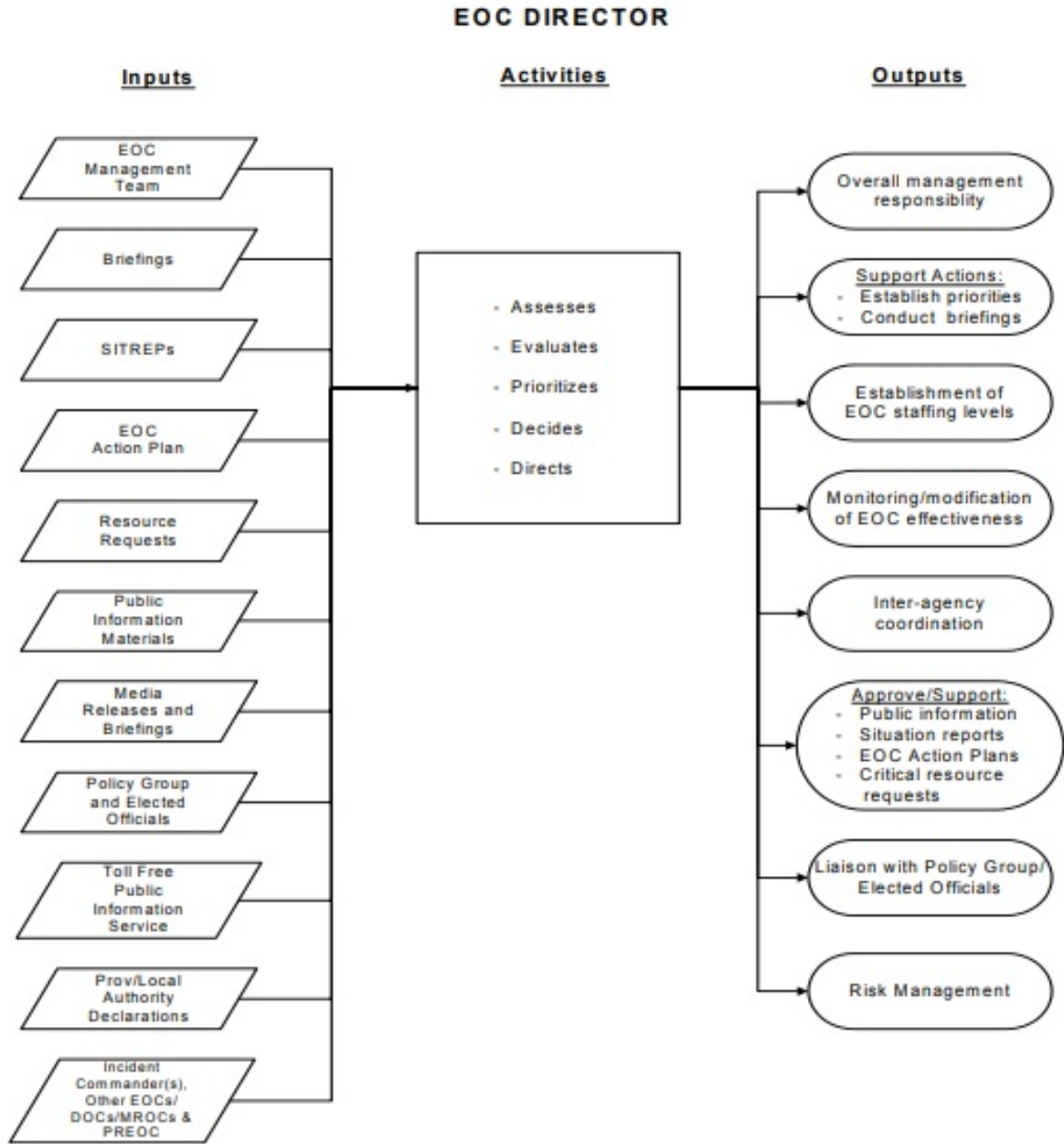
Operational Phase:

- ☐ Monitor general staff activities to ensure that all appropriate actions are being taken.
- ☐ Ensure that Operational Periods are established and that initial EOC response priorities and objectives are decided and communicated to all involved parties.
- ☐ In conjunction with the Information Officer, conduct news conferences and review media releases for final approval, following the established procedure for information releases and media briefings.
- ☐ Ensure that the Liaison Officer is providing for and maintaining effective interagency coordination.
- ☐ In coordination with Management Staff, identify priorities and management function objectives for the initial EOC Action Planning Meeting.
- ☐ Convene the initial EOC Action Planning meeting. Ensure that all Section Chiefs, Management Staff, and other key agency representatives are in attendance. Ensure that appropriate planning procedures are followed. Ensure the Planning Section facilitates the meeting appropriately.
- ☐ Once the Action Plan is completed by the Planning Section, review, approve and authorize its implementation.
- ☐ Conduct periodic briefings with the EOC Management Team to ensure response priorities and objectives are current and appropriate.
- ☐ Establish and maintain contacts with adjacent jurisdictions / agencies and other BCEMS levels as appropriate.
- ☐ Conduct periodic briefings for Policy Group, elected officials or their representatives.
- ☐ In conjunction with the Liaison Officer, prepare to brief elected officials on possibility for declaration of state of local emergency.
- ☐ Document all decisions / approvals.
- ☐ Approve resource requests not included in Action Plan, as required.
- ☐ Ensure Policy Group and / or elected officials are informed of State of Provincial Emergency if declared by the Attorney General, and coordinate local government Proclamations (if any) with other emergency response agencies, as appropriate.
- ☐ Assign in writing, delegated powers allowed under declaration if any are given.
- ☐ Assign special projects to Deputy Director, as needed.
- ☐ Brief your relief at shift change, ensuring that ongoing activities are identified and follow-up requirements are known.

Demobilization Phase:

- ☐ Authorize demobilization of sections, branches and units when they are no longer required.
- ☐ Ensure that any open actions not yet completed will be handled after demobilization.
- ☐ Ensure that all required forms or reports are completed prior to demobilization.
- ☐ Ensure that an EOC After Action Report is prepared in consultation with the Planning Section and EOC Management Team.
- ☐ Terminate emergency response and proceed with recovery operations as proclaimed by Policy Group.
- ☐ Deactivate EOC when emergency event no longer requires the EOC activated. Ensure all other facilities are notified of deactivation.
- ☐ Follow the Generic Demobilization Phase Checklist (Appendix 3)





EOC Deputy Director

Responsibilities:

1. Assume the role of an EOC Director in his / her absence. See page 32 for EOC Director responsibilities.
2. Undertake special assignments at the request of the EOC Director.
3. Ensure the efficient and effective flow of information within the EOC.
4. Ensure resource requests are prioritized and tracked.
5. Support EOC management by communicating policy direction and action priorities to all staff.
6. Coordinate internal functions of EOC for effective operational capability.
7. Monitor the health and welfare of EOC staff. Mediate and resolve any personnel conflicts.
8. Facilitate shift change briefings and operational debriefings.

Reports to:

- EOC Director

Activation Phase:

- ☐ Follow the Generic Activation Phase Checklist (Appendix 3).
- ☐ Respond as requested, to EOC location and assist EOC Director in determining operational status.
- ☐ Obtain briefing from whatever sources are available.
- ☐ Supervise the set-up of the EOC for the most effective and efficient operations.
- ☐ Ensure EOC Management staff's working area is set-up properly and that appropriate personnel, equipment and supplies are in place.
- ☐ Obtain personal telecommunications equipment if required.

Operational Phase:

- ☐ Maintain a position log and any other relevant forms.
- ☐ Support management staff activities to ensure that all appropriate actions are being taken.
- ☐ Assist EOC Director in determining and communicating priorities, objectives and decisions to all EOC staff.
- ☐ Assist with preparations for EOC Action Planning meeting.
- ☐ Ensure EOC management team follows Status Report.
- ☐ Ensure EOC management staff has sufficient administrative support.
- ☐ Coordinate additional staffing needs with Logistics Personnel Unit Coordinator.
- ☐ Ensure all positions use a Position Log.
- ☐ Participate in EOC Action Planning and Management Team meetings.
- ☐ Report significant events and any issues of concern to EOC Director and advise of your activities on a regular basis.
- ☐ Undertake special projects and assignments as directed by the EOC Director.
- ☐ Check with the General Staff on the health and welfare of all EOC staff. Authorize and coordinate additional support needs as required.
- ☐ Mediate and resolve any personnel conflicts.
- ☐ Consult with EOC Director on appointing additional staff to ensure 24-hour shift scheduling for both Director and Deputy positions.



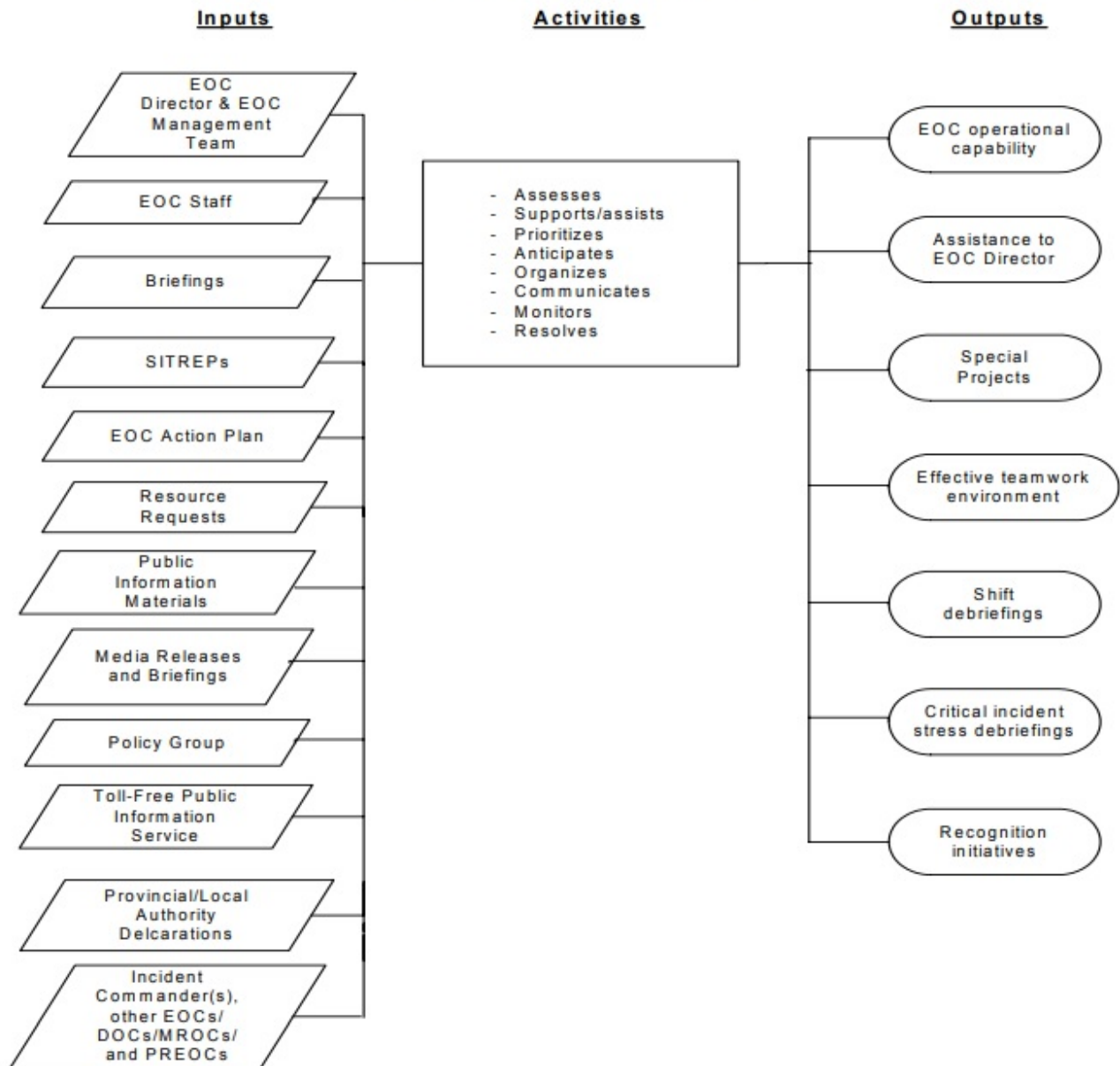
- ☐ Arrange for and facilitate operational debriefs and critical incident stress debriefs for EOC staff, as required.
- ☐ Brief your relief at shift change, ensuring that ongoing activities are identified and follow-up requirements are known.

Demobilization Phase:

- ☐ Assist EOC Director with demobilization procedures.
- ☐ Ensure that any operations not yet completed are handled and assigned after demobilization.
- ☐ Complete all required forms and reports prior to demobilization and forward to Documentation Unit.
- ☐ Assist with the deactivation of the EOC at the designated time, as appropriate.
- ☐ Assist with the preparation of the EOC After Action Report.
- ☐ Organize and facilitate staff debriefings and critical incident stress debriefs.
- ☐ Organize and coordinate staff recognition initiatives (i.e., thank you letters) for time and expertise staff contributed towards EOC operations.
- ☐ Follow the Generic Demobilization Phase Checklist (Appendix 3).



EOC DEPUTY DIRECTOR



Liaison Officer

Responsibilities:

1. The Liaison Officer functions as a point of contact for, and interaction with, representatives from other agencies arriving at the EOC.
2. Liaise with any DOCs (Department Operation Centres), MROCs (Ministry Regional Operation Centres), and organizations not represented in the EOC.
3. Coordinate agency representatives for the EOC as required to ensure adequate EOC structure, and fill all necessary roles and responsibilities enabling the EOC to function effectively and efficiently.
4. Assist and serve as an advisor to the EOC Director and Management Team as needed, providing information and guidance related to the external functions of the EOC.
5. Assist the EOC Director in ensuring proper procedures are in place for directing agency representatives, communicating with elected officials, and conducting VIP / visitor tours of the EOC facility.
6. Liaise with local authorities other EOCs, Provincial and Federal organizations, communicating EOC guidelines, directives, Action Plans and Situation Information.

Reports to:

- EOC Director / Deputy Director

Activation Phase:

- ☐ Follow the Generic Activation Phase Checklist (Appendix 3).
- ☐ Report to EOC and obtain situation status and response priorities from EOC Director or Deputy.
- ☐ Ensure that an EOC staff check-in procedure is established immediate.
- ☐ Ensure registration procedures are established for outside agencies working within the EOC.
- ☐ Assist the EOC Director in determining appropriate staffing for the EOC.
- ☐ Ensure that an EOC organization and staffing chart is posted and updated.
- ☐ Provide assistance and information to General Staff regarding staffing EOC sections.
- ☐ Ensure that agency representatives' telephone and / or radio communications are established and functioning.
- ☐ Obtain personal telecommunications equipment.

Operational Phase:

- ☐ Assist the EOC Director and Management Team in developing overall EOC priorities as well as priorities for the initial Action Plan.
- ☐ Provide external and non-represented agencies information to the Planning Section to assist in the development, continuous updating and implementation of EOC Action Plans.
- ☐ Provide general advice and guidance to agencies and EOC staff as required.
- ☐ Ensure that all notifications are made to agencies not represented in the EOC.
- ☐ Ensure that communications with appropriate external non-represented agencies (such as: Utilities, Transportation, Volunteer Organizations, Private Sector, etc.) is established and maintained.
- ☐ Assist EOC Director in preparing for and conducting briefings with EOC Management Team members, elected officials, the media, and the general public.
- ☐ Prepare external non-represented agency information for briefings with the EOC Management Team.
- ☐ Ensure that operational priorities and objectives identified in EOC Action Plans are communicated to external non-represented agencies.



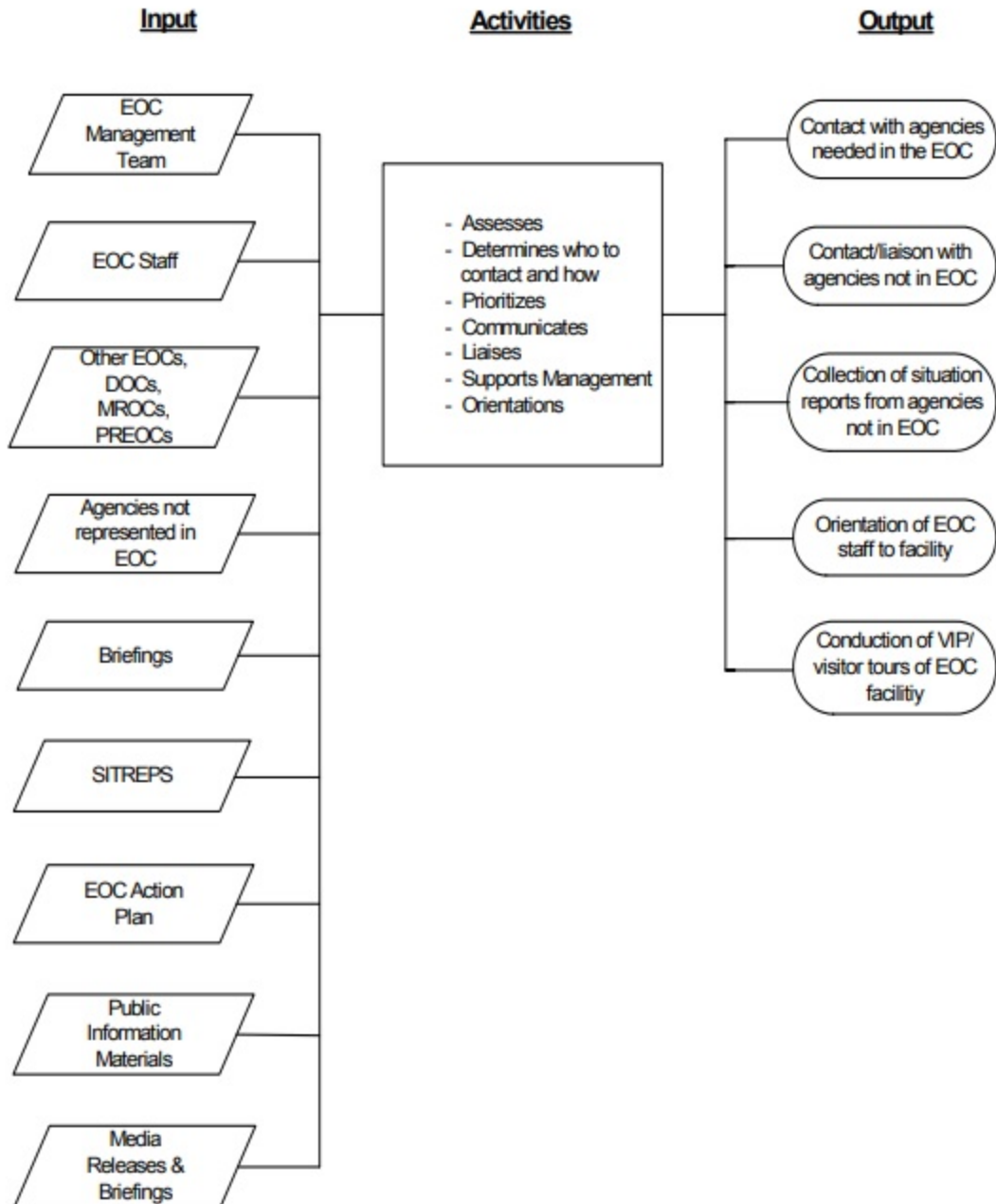
- ☐ Facilitate completion of situation reports with external non-represented agencies and forward to the Planning Section.
- ☐ Advise the EOC Director of critical information and requests contained within agency situation reports.
- ☐ Forward approved EOC Situation Reports to non-represented agencies as requested.
- ☐ Assist the EOC Director in establishing and maintaining an Inter-agency Coordination Group comprised of outside agency representatives and executives not assigned to specific sections within the EOC, as required.
- ☐ In consultation with the Information Officer, conduct tours of EOC facility as requested.
- ☐ Provide assistance with shift change activity as required.

Demobilization Phase:

- ☐ Notify external non-represented agencies in the EOC of the planned demobilization, as appropriate.
- ☐ Assist with the deactivation of the EOC at the designated time, as appropriate.
- ☐ Assist the EOC Director with recovery operations and assist with preparation of the After Action Report.
- ☐ Follow the Generic Demobilization Phase Checklist (Appendix 3).



EOC LIAISON OFFICER



Risk Management Officer

Responsibilities:

1. **Risk Management** – Ensures that good risk management practices are applied throughout the response organization and that every function contributes to the management of risk. Protects the interests of all EOC participants, agencies, and organizations by ensuring due diligence in information collection, decision-making, and implementation. Monitors situations for risk exposures and ascertains probabilities and potential consequences of future events.
2. **Safety** – The Risk Management Officer provides advice on safety issues. The Risk Management Officer has the authority to halt or modify any and all unsafe operations within or outside the scope of the EOC Action Plan, notifying the EOC Director of actions taken. It should be noted that while the risk management officer has responsibility for safety, it is recommended that a safety specialist be appointed who is familiar with all aspects of safety and relevant legislation.
3. **Security** – The Risk Management Officer ensures that appropriate security measures have been established to allow for only authorized access to the EOC facility and documentation.

Reports to:

- EOC Director / Deputy

Activation Phase:

- ☐ Follow the Generic Activation Phase Checklist (3.3).
- ☐ Perform a risk identification and analysis of the EOC site and operations.
- ☐ Tour the entire facility area and determine the scope of ongoing and future operations.
- ☐ Monitor set-up procedures for the EOC ensuring that proper safety regulations are adhered to.
- ☐ Oversee that security checkpoints have been established at all EOC entrances to allow only authorized personnel access to the EOC, including staff sign-in and identification procedures.

Operational Phase: Risk Management

- ☐ Establish and maintain position log and other necessary files.
- ☐ Assess damage and loss, working with Planning's Situation Unit and the Compensation and Claims function in Finance / Administration.
- ☐ Identify and document risk and liability issues; keep Planning Section Chief advised at all times.
- ☐ Gather and organize evidence that may assist all EOC organizations in legal defence that may be more difficult to obtain later.
- ☐ Conduct interviews and take statements to investigate major risk management issues.
- ☐ Advise EOC members on safety and risk management issues.
- ☐ Assist the EOC Director in reviewing press releases, public alerts and warnings and public information materials from a risk management perspective.
- ☐ Evaluate situations and advise the EOC Director of any conditions and actions that might result in liability (e.g., oversights, improper response actions, etc.)
- ☐ Identify potential claimants and the scope of their needs and concerns.
- ☐ Advise members of response organizations regarding options for risk control, during operational meetings and upon request.
- ☐ Advise on actions to reduce loss and suffering and, where appropriate, proactively support response and recovery objectives.



- ☐ Ensure Documentation Unit is secure and operating effectively. Advise Documentation Unit on the types of information to collect, flow of information, and confidentiality concerns.
- ☐ Organize and prepare records for final audit.

Safety:

- ☐ Work with the EOC Support Branch Coordinator to become familiar with any hazardous conditions in the facility, especially following a seismic event. Conduct regular inspections of the facility.
- ☐ Coordinate with EOC Support Branch to obtain assistance for any special safety requirements.
- ☐ Provide guidance to EOC staff regarding actions to protect themselves from the emergency event, such as smoke from a wildfire or aftershocks from an earthquake.
- ☐ Coordinate with Finance / Administration on any EOC personnel injury claims or records preparation as necessary for proper case evaluation and closure.

Security:

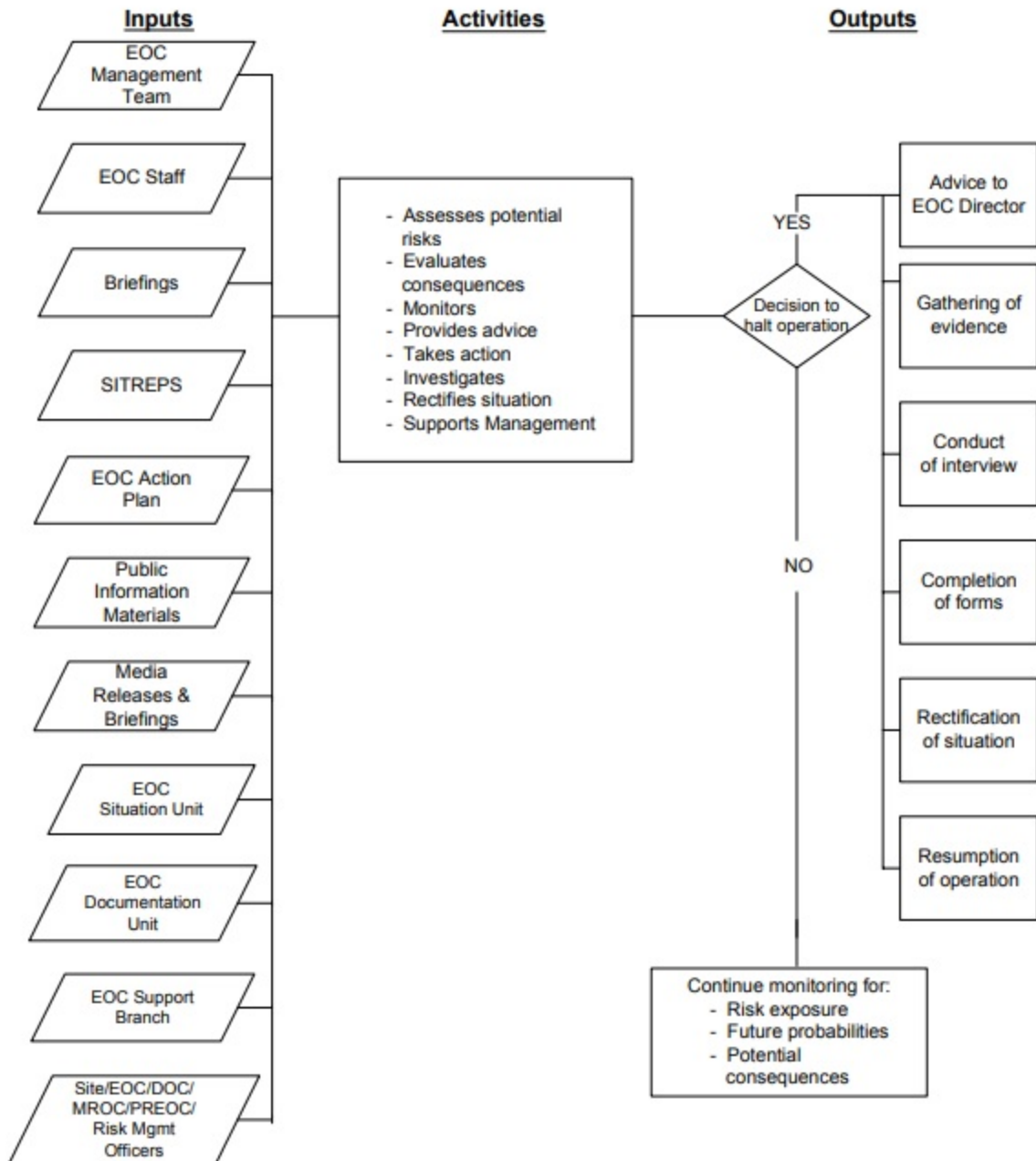
- ☐ Monitor security checkpoints and EOC facility access.
- ☐ Address any security issues with the EOC Director recommending improvements where necessary

Demobilization Phase:

- ☐ Assist the EOC Director in de-activation activities including:
 - Collection of all relevant papers and electronic records to the Documentation Unit.
 - Collection of all material necessary for post-operation reporting procedures.
- ☐ Assist with the deactivation of the EOC at designated time, as appropriate.
- ☐ Assist EOC Director in preparing the After Action Report.
- ☐ Follow the Generic Demobilization Phase Checklist (Appendix 3).



EOC RISK MANAGEMENT OFFICER



Information Officer

Responsibilities:

1. Serve as the coordination point for all public information, media relations and internal information sources for the EOC.
2. Coordinate and supervise all staff assigned as Assistant Information Officers and their activities.

Public Information:

1. Ensure that the public within the affected area receives complete, accurate, and consistent information about life safety procedures, public health advisories, relief and assistance programs and other vital information.
2. Ensure that a Toll-Free Public Information Service (hotline or call centre) is established for the public to access helpful information and advice. Provide the call takers with timely and accurate messaging sheets so that they offer only confirmed and approved information.

Media Relations:

1. Serve as the coordination point for all media releases for the EOC.
2. Coordinate media releases with officials representing other affected emergency response agencies.
3. Develop the format for press conferences and briefings in conjunction with the EOC Director.
4. Maintain a positive relationship with the media representatives, monitoring all broadcasts and written articles for accuracy.

Internal Information:

1. In consultation with EOC Director and Liaison Officer, coordinate VIP and visitor tours of the EOC facility.
2. Develop helpful messaging sheets and / or FAQ sheets (frequently asked questions and answers) to ensure consistent and accurate information sharing amongst EOC staff.
3. Maintain a web site established for EOC information, as appropriate.
4. Liaise with the Information Officers at site(s) other EOCs, DOCs, MROCs, PREOC and other external agencies.

Reports to:

- EOC Director / Deputy

Activation Phase:

- ☐ Follow the Generic Activation Phase Checklist (Appendix 3).
- ☐ Determine staffing requirements and make required personnel assignments for an Information Section.
- ☐ Assess information skill areas required in the EOC such as: writing, issues management, media relations, event planning, etc.

Operational Phase:

- ☐ Obtain policy guidance and approval from the EOC Director with regard to all information to be released to the media and public.
- ☐ Refer to the jurisdiction's Emergency Information Plan and Public Information Officer operational guidelines, sample forms, templates and other information materials, as appropriate.

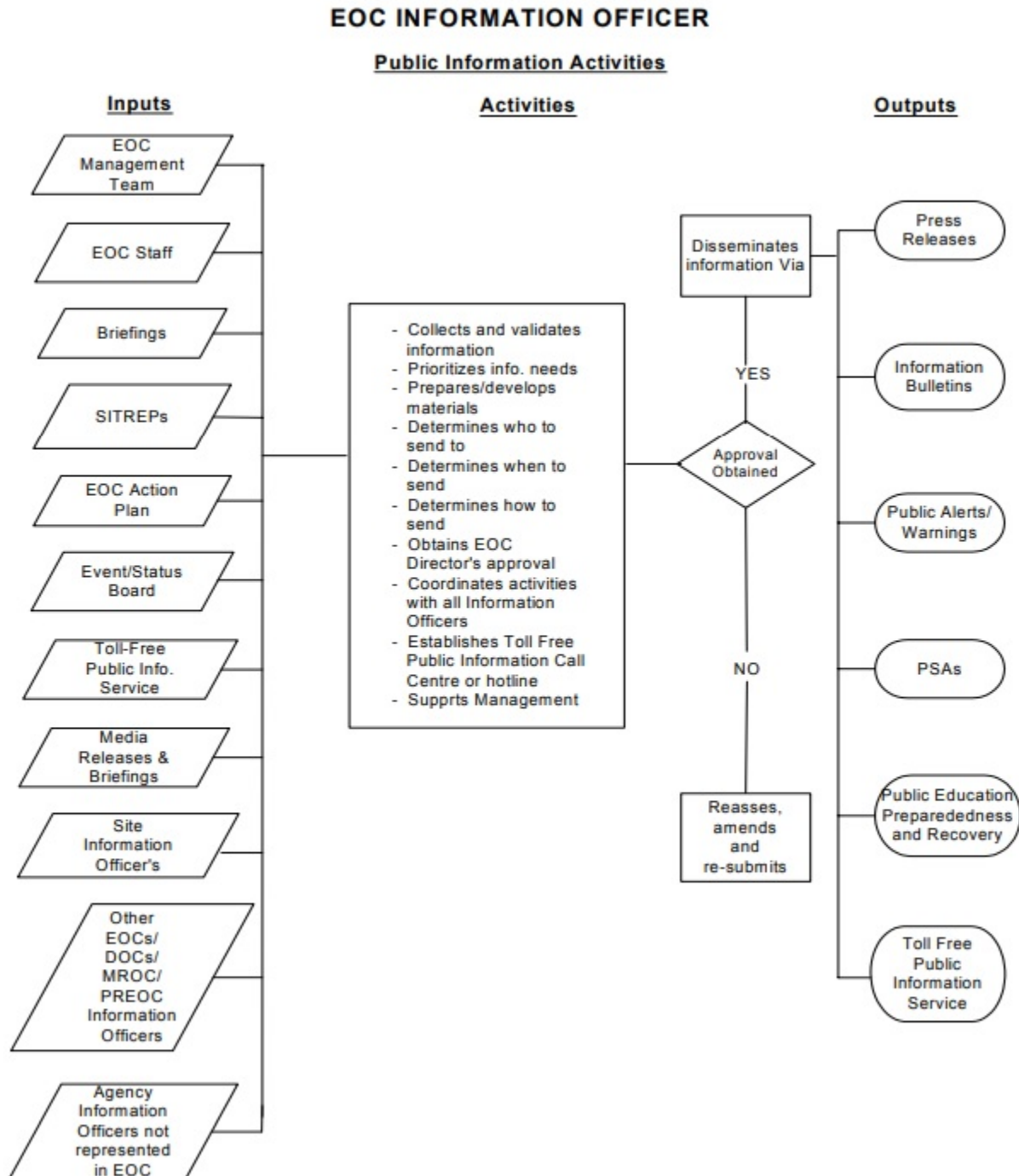


- ☐ Keep the EOC Director advised of all unusual requests for information and of all major critical or unfavourable media comments. Recommend procedures or measures to improve media relations.
- ☐ Coordinate with the Situation Unit and identify method for obtaining and verifying significant information as it develops.
- ☐ Develop and publish a media briefing schedule, to include location, format, and preparation and distribution of handout materials.
- ☐ Implement and maintain an overall information release program.
- ☐ Establish a Media Information Centre, as required, providing necessary space, materials, telephones and electrical power.
- ☐ Maintain up-to-date status boards and other references at the media information centre. Provide adequate staff to answer questions from members of the media.
- ☐ Establish a Toll-Free Public Information Service and / or call centre to handle public inquiries and provide emergency support information. Consult with Logistics Information Technology Branch Coordinator for communication equipment needs and set-up.
- ☐ Interact with other EOCs as well as the PREOC and obtain information relative to public information operations.
- ☐ Establish distribution lists for recipients of all public information releases. Include Site Information Officers, PREOC Information Section, other EOCs' Information Officers, Local Authorities, Mayors and elected officials), local MLAs' and MPs' constituency offices, First Nations Groups, Emergency Social Service Groups, the Toll-free Public Information Service (hotline or call centre), etc.
- ☐ In coordination with other EOC sections and as approved by the EOC Director, issue timely and consistent advisories and instructions for life safety, health, and assistance for the public. Liaise with Risk Management Officer to check for any potential liability or safety concerns
- ☐ At the request of the EOC Director, prepare media briefings for elected officials and / or Policy Group members and provide other assistance as necessary to facilitate their participation in media briefings and press conferences.
- ☐ Ensure that adequate staff is available at incident sites to coordinate and conduct tours of the disaster areas when safe.
- ☐ Arrange through logistics appropriate staffing and telephones to efficiently handle incoming media and public calls.
- ☐ In addition to identifying help sources contained within press releases, PSAs and bulletins, maintain a Disaster Assistance Information Directory, with numbers and locations to obtain food, shelter, supplies, health services, etc.
- ☐ Develop message statements for EOC Staff and the call takers of the toll-free hotline.
- ☐ Ensure that announcements, emergency information and materials are translated and prepared for special populations (non-English speaking, hearing impaired etc.).
- ☐ Monitor all media, using information to develop follow-up news releases and rumour control, consult with Risk Management Officer on appropriate wording and actions to take on correcting false or erroneous information.
- ☐ Ensure that file copies are maintained of all information released.
- ☐ Promptly provide copies of all media releases to the EOC Director.
- ☐ Conduct shift change briefings in detail, ensuring that in-progress activities are identified and follow-up requirements are known.



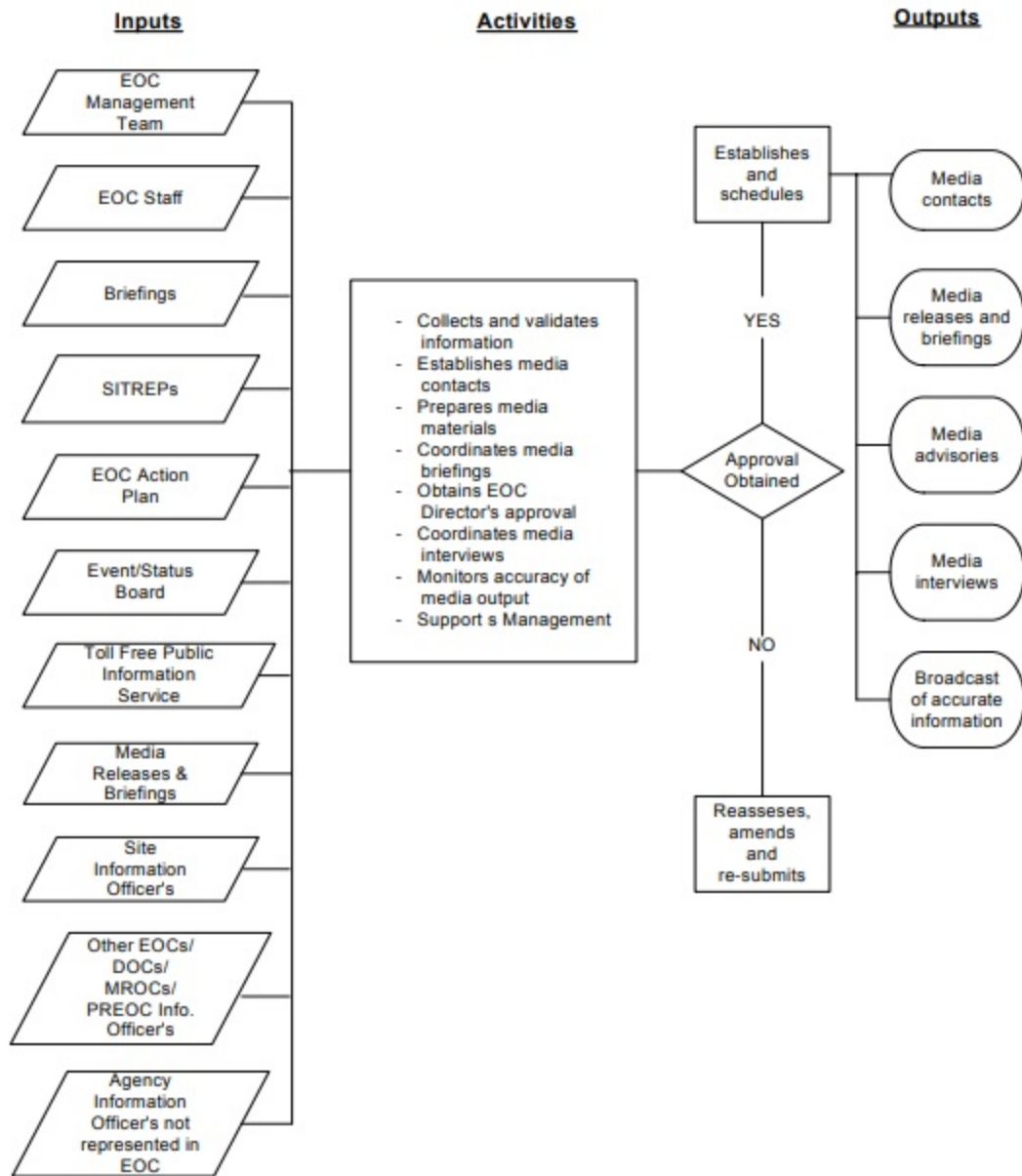
Demobilization Phase:

- ☐ Prepare final news releases and advise media representatives of points-of-contact for follow-up stories.
- ☐ Assist PREOC Director with demobilization procedures and contribute items of interest to the EOC After Action Report.
- ☐ Follow the Generic Demobilization Phase Checklist (Appendix 3).



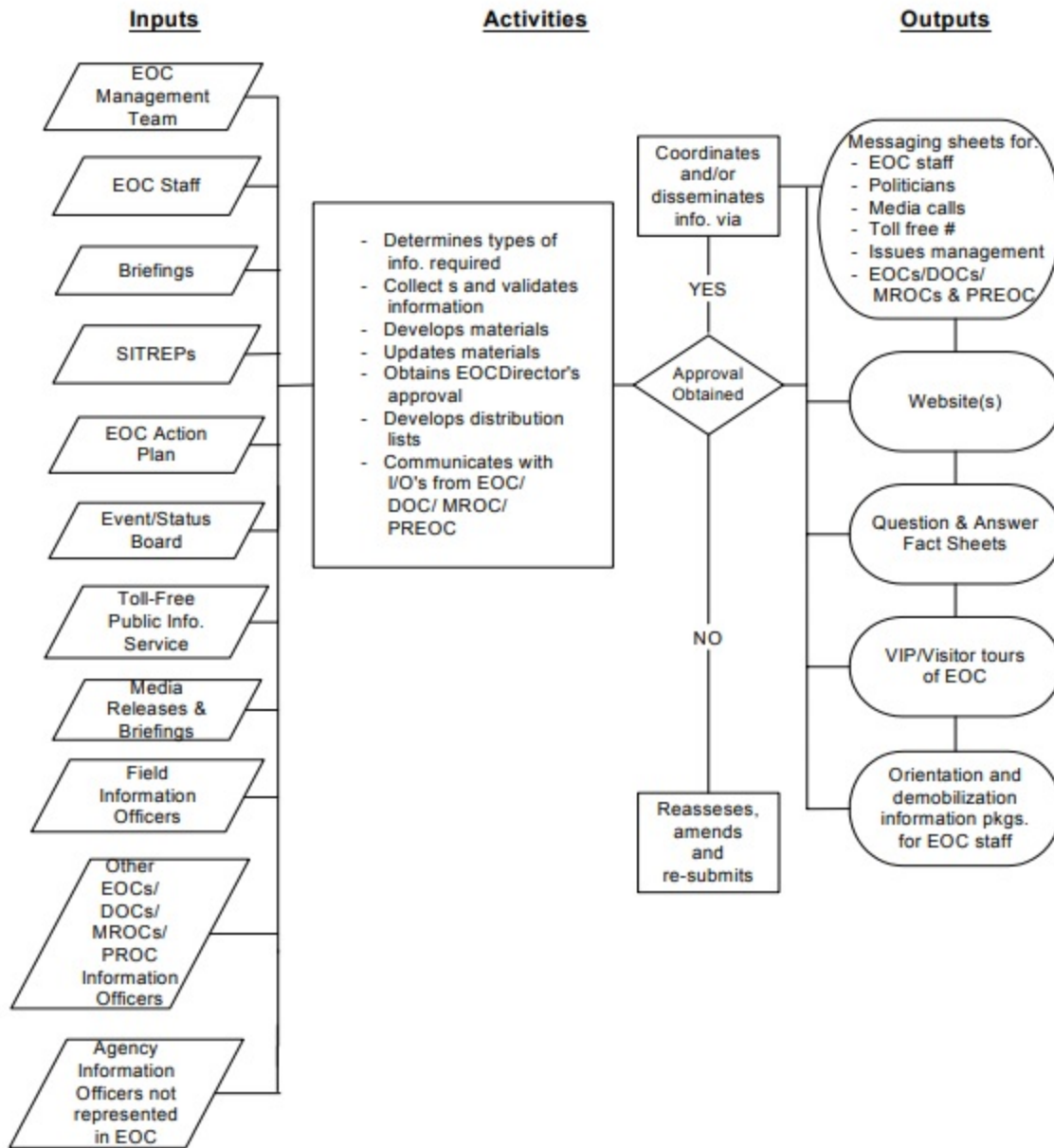
EOC INFORMATION OFFICER

Media Relations Activities



EOC INFORMATION OFFICER

Internal Information



Appendix 3 – Generic Checklists**EOC Activation Checklist (Facility Activation – Setup Staff)**

- ☐ First person sets up EMBC Task Registration Form and signs in
- ☐ Check in with Logistics upon arrival at EOC. Obtain an ID card and vest, if available.
- ☐ Report to assigned supervisor
- ☐ Obtain event briefing from supervisor or section chief
- ☐ Establish situational awareness from site(s)
- ☐ Create Status board and be prepared to provide operational reports
- ☐ Establish Position Log and document key activities
- ☐ Establish a reporting schedule
- ☐ Review individual position summary and responsibilities (see EOC Org Chart, pages 9-10 for guidance)
- ☐ Create an Action Plan for operational period, may be verbally only in initial stages
- ☐ Identify staffing levels and resources for next operational period

EOC Activation Phase Checklist (Incoming staff - All Positions)

- ☐ Check in with Logistics upon arrival at EOC. Obtain an ID card and vest, if available.
- ☐ Sign in on EMBC Task Registration Form
- ☐ If from an outside agency check in with the Liaison Officer, otherwise
- ☐ Report to assigned supervisor
- ☐ Obtain event briefing from supervisor or section chief
- ☐ Set up your workstation and review your Position Checklist, forms and flowcharts.
- ☐ Establish and maintain a Position Log and document key activities
- ☐ Determine Resource needs
- ☐ Participate in any facility / safety orientations as required

EOC Set up Checklist (All Positions)

- ☐ Establish security for the building and limit access to emergency responders and EOC staff only.
- ☐ Establish both internal and external communications.
- ☐ Ensure all critical personnel have been contacted.
- ☐ Lay out all EOC materials, forms, mapping, office supplies etc.
- ☐ Create Status Boards to display details of the current situation.
- ☐ Ensure all actions are documented, including messages and financial transactions.

Note: The limited parking spaces in the area must be reserved for emergency responders and EOC staff.



EOC Demobilization Checklist (All Positions)

- ☐ Deactivate your assigned position and close out logs when authorized by the EOC Director or designate.
- ☐ Complete all required forms, reports, and other documentation. All forms and paperwork should be submitted through your supervisor to the Planning Section (Documentation Unit), as appropriate, prior to your departure.
- ☐ If another person is relieving you, ensure they are thoroughly briefed before you leave your workstation.
- ☐ Clean up your work area before you leave. Return any communications equipment or other materials specifically issued for your use.
- ☐ Leave a forwarding phone number where you can be reached.
- ☐ Follow EOC checkout procedures. Return to Personnel Unit (in Logistics) to sign out.
- ☐ Be prepared to provide input to the After Action Report.
- ☐ Upon request, participate in formal post-operational debriefs.
- ☐ Access critical incident stress debriefings, as needed.



2019

Village of Lions Bay Emergency Support Services Annex



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Distribution List

Internal

<i>Plan Holder</i>	<i>Method</i>	<i>No. Printed Copies</i>
Mayor and Council of Lions Bay	Email	
Lions Bay CAO	Email	
Lions Bay Emergency Program Coordinator	Email	
Lions Bay Deputy Emergency Program Coordinator	Email	0
Lions Bay EOC	USB	
Lions Bay Office Administrator	Email	
Lions Bay Fire Rescue	Email	
Lions Bay Search & Rescue	Email	
Lions Bay Public Works Manager	Email	
Lions Bay ESS Director	Email	
Lions Bay Elementary School Principal	Email	

External

<i>Agency</i>	<i>Method</i>	<i>No. Printed Copies</i>
BCAS		
North Shore Emergency Management		
EMBC SW Region - Surrey		
EMBC Provincial Headquarters - Victoria		
RCMP – North Vancouver and Squamish		
Vancouver Coastal Health		
DWV CAO		
DWV ESS Director		
West Vancouver Police Department		
West Vancouver Fire Rescue		
DWVSD 45		
Squamish Emergency Program Coordinator		
Metro Vancouver		



Revision History

Date of Revision	Revision Description	Author	Review By
December 2019	Removal of ESS section from Emergency Plan and creation of ESS Annex	Robert Whitney Deputy Emergency Program Coordinator Village of Lions Bay	December 2020



Purpose and Scope

This document has been prepared in order to provide guidance in the operation of an Emergency Support Services volunteer team in the Village of Lions Bay to respond to emergencies within Lions Bay that threaten the well-being of residents or visitors.

This Annex is intended to support and supplement the Village of Lions Bay Emergency Plan.

Introduction to Emergency Support Services

ESS Goal

The goal of ESS is to help people begin to re-establish themselves as quickly as possible after a disaster. This is done by:

- helping people meet their basic survival needs immediately following a disaster,
- reuniting families separated by a disaster
- Providing accurate and up-to-date information to people affected, directly and indirectly, by a disaster.

Role of ESS in the Community

Emergency Support Services provides short-term disaster relief (usually up to 72 hours) across British Columbia in the event of an emergency or disaster. ESS depends on local volunteers to plan and to provide for the essential needs of *individuals, families, and response workers*. This assistance may include food, lodging, clothing, emotional support, and finding loved ones. If an extension is required beyond the 72 hours provided one may be provided only by EMBC's ESS Office.

Lions Bay ESS(LBESS) Structure

Director of ESS

Lions Bay ESS (LBESS) is to be overseen by a volunteer Director of Emergency Support Services (ESSD). The ESSD is responsible for the recruiting, training and operation of the ESS team. The ESSD reports to the Emergency Program Coordinator or their designate.

ESS Planning Committee

A committee made up of the ESSD and senior members of the ESS team that is responsible for planning the LBESS training activities and ensuring that their response protocols are current and up to date.

ESS Volunteers

The core of the ESS Team, the volunteers, are those who are tasked with responding to provide emergency assistance to those residents and visitors who find themselves the victim of an emergency or disaster.



ESS Concept of Operations

The Village of Lions Bay is always responsible for providing ESS responses within the Village of Lions Bay.

ESS Activation Levels

Level 1 – A small localized event, such as a fire, affecting one or two households; usually less than 12 people.

Level 2 – A significant event affecting more than 12 people, such as an apartment fire. A reception centre (RC) is established, usually for a short duration. An EOC may be established.

Level 3 – A major emergency, such as a large-scale flooding or interface wild fires, involving a large scale evacuation. More than one RC may be established. Duration of the operation may last days or weeks. An EOC is established.

Activating ESS

If first responders encounter individuals requiring ESS assistance when responding to an emergency they can contact the ESS leadership group directly using established protocols. The ESS leadership will then canvas the ESS team to see who is available to respond.

During a larger emergency or disaster the ESS team may be activated from the EOC directly and they would be provided direction from the ESS Branch Chief (typically the ESSD).

ESS Support Organizations

In a large response, additional personnel or specialized services provided by support organizations may also be required to supplement local response. Unless otherwise indicated requests for assistance should go through the EMBC PREOC.

ESS Support Organization	Primary Response Roles
BC Housing (BCH)	Provincial storage and stockpile of cots and blankets
Buddhist Compassion Relief Tzu Chi Foundation Canada (Tzu Chi)	Mass Feeding
Canadian Disaster Child Care (CDCC)	Child care services in Reception Centres
Canadian Red Cross (CRC)	• Support for family reunification services at Reception Centres • Central Registry and Information Bureau (CRIB) management
Justice Institute of BC (JIBC)	Provide JIBC Instructors to train convergent volunteers
St John Ambulance (SJA)	First Aid services in a Reception Centre
The Salvation Army (TSA)	• Psychosocial aspects (Meet & Greet and Emotional Support) in a Reception Centre • Mass Feeding



Disaster Psychosocial Program (DPS)	Psychosocial support to communities and emergency response workers

Requesting Provincial Assistance

In the event the local ESS resources are overwhelmed, first calls for assistance should go out to neighbouring communities (i.e. Squamish ESS, North Shore Emergency Management ESS), and if those prove insufficient assistance may be requested from the EMBC PREOC.

ESS Response in Lions Bay

ESS Activities

Some of the major planning tasks that LBESS team members engage in include;

- Recruiting and training volunteers.
- Identifying and making arrangements for the use of suitable facilities for use as reception centre's (RC) and group lodging (GL).
- Ensuring essential supplies and resources are acquired/available.
- Reaching agreements with local businesses to provide goods and services.
- Working with neighboring communities to establish a protocol for use of their resources during an emergency.
- Working with people with functional needs, such as mobility or medical needs, and ensuring that assistance will be available for them.
- Establishing linkages with key local and regional emergency responders such as LBFR, LBSAR, LBPW, BCAS and RCMP
- Establishing linkages with non-government disaster agencies such as the Salvation Army, the Canadian Red Cross, and St. John Ambulance
- Providing public information and promoting personal preparedness.

Reception Centres

In the event a Reception Centre (RC) is required to provide shelter and services to those who require ESS assistance the LBESS can, at the ESSD's discretion, open an RC at Broughton Hall, located at 400 Centre Street. A secondary Emergency Reception Centre can be opened at Lions Bay Elementary School, 250 Bayview Road, **with School District 45 approval.**

RC's may be required for medium to large scale events and will be required during evacuation operations.

Upon opening a RC, the ESSD should notify the Emergency Program Coordinator and request the activation of an EOC at the appropriate level.



ESS Supplies

The Lions Bay ESS team maintains their operating supplies within the EOC in the Klatt Building (410 Centre Rd.) inside the locked closet, and a secondary stockpile of emergency surge health supplies at the Public Works Yard.

Post Incident Procedure

After responding to an ESS event, the team that responds should;

1. Report in to the ESSD or the Emergency Program Coordinator with an event summary.
2. Compile a list of ESS supplies used during the response.
3. Compile a list of borrowed ESS items and arrange for their return.
4. Gather outstanding invoices for purchases.
5. Ensure that task sign in sheet is complete for all volunteers who were involved in the response.
6. Ensure that all event logs are completed and accurate for all volunteers who were involved in the response.
7. Report loss or damage to ESS equipment and/or building.
8. Ensure the delivery of all invoices, task sign in sheets and logs to the ESSD or Emergency Program Coordinator within 48 hours of the end of the response.

ESS Training

The Lions Bay ESS team is expected to undergo regular training designed by the ESSD with input from the ESS Planning Committee. Specific training goals and objectives for the year should be presented to the Emergency Program Coordinator when the ESSD begins to develop the training outline. ESS volunteers are also expected to take part in any exercises that have an ESS component and are encouraged to take part in other exercises that may come up.

The ESSD is required to maintain an accurate and up to date training record of all volunteers and their training activities.

Any training provided by EMBC will require that the ESSD submit the appropriate forms to obtain an EMBC Training Task Number.

Service Agreements

The ESSD will establish service agreements with local businesses to allow for the provision of goods and services to those who require Emergency Support Services assistance. Any lists of vendors or service agreements will be kept confidential.

Volunteer lists and databases

The ESSD will maintain a list of all volunteers and contact information. Any lists and contact information contained within will be kept confidential.



2019

External Contact List Annex



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Revision History

Amendments to this document will be recorded in the Revision History and an updated document will be distributed to the distribution list. Any suggested amendments can be submitted to the Emergency Program Coordinator. The Emergency Program Coordinator is responsible to ensure that an annual review of the this document is conducted, and updates or revisions are made as required.

Date of Revision	Revision Description	Author	Review By
12/2019	Creation of External Contact Annex	Robert Whitney Deputy Emergency Program Coordinator Village of Lions Bay	12/2020



Distribution List

Internal

<i>Plan Holder</i>	<i>Method</i>	<i>No. Printed Copies</i>
Mayor and Council of Lions Bay	Email	
Lions Bay CAO	Email	
Lions Bay Emergency Program Coordinator	Email	
Lions Bay Deputy Emergency Program Coordinator	Email	0
Lions Bay EOC	USB	
Lions Bay Office Administrator	Email	
Lions Bay Fire Rescue	Email	
Lions Bay Search & Rescue	Email	
Lions Bay Public Works Manager	Email	
Lions Bay ESS Director	Email	



Purpose

The purpose of this document is to contain a listing of external contacts that the Village of Lions Bay may need to call upon during the response to a large-scale disaster or emergency.

This Annex is designed to support and supplement the Lions Bay Emergency Plan.

This document may contain sensitive phone numbers, and as such is to be considered protected. Due to its protected nature there is to be no distribution of this document to anyone not contained in the distribution list on Page 4.



Contact List

Emergency Services		
Ambulance		In an emergency call 9-1-1
• BCAS Non-emergency • BCAS Business Administration • Lions Bay Ambulance (BCAS)		604-872-5151 604-660-6897 604-921-9203
Fire Department		In an Emergency call 9-1-1
• West Vancouver • North Vancouver District • North Vancouver City • Squamish		604-925-7370 604-980-7575 604-980-5021 604-898-9666
Fire Commissioner		1-888-988-9488
Police		In an Emergency call 9-1-1
• RCMP (Squamish) • Police (West Vancouver) • RCMP NV • CN Rail Police • Transit Police (HQ)		604 892-6100 604-925-7313 604-985-1311 1-800-465-9239 604-515-8300
Medical Services		
BC Coroners Service		
• Fatality or incident • Regional Coroner		1-855-207-0637(24 Hr) 604-660-7718 (24 Hr)
Hospitals		
• Squamish General • Lions Gate Hospital • Vancouver General Hospital • St. Paul's Hospital • BC Children's Hospital • BC Women's Hospital		604-892-5211 604-988-3131 604-875-4111 604-806-8016 604-875-2345 604-875-2424
Clinics		
• Sea To Sky Walk In Clinic (Squamish) • Squamish Medical Clinic • Caulfield Village Medical Clinic (West Van) • Park Royal Medical Clinic (West Van)		1-604-898-5555 778-773-0592 604-925-4448 604-922-7390
Pharmacies		
• Pharmasave (Caulfield Village, West Van) • Bay Pharmacy (Horseshoe Bay) • London Drugs (Park Royal, West Van) • Shoppers Drug Mart (Squamish)		604-926-5331 604-305-0330 604-448-4844 1-604-892-5258
Community Health		
• Vancouver Coastal Health • Medical Health Officer		604-988-6758 604-983-6701



Miscellaneous Medical		
• BC Nurse Line • BC Nurse Line (Hearing Impaired) • BC Poison Control • Crisis Line • Children's Help Line		8-1-1 or 604-215-4700 1-889-215-4700 604-682-5050 9-1-1 or 604-872-3311 9-1-1 or 310-1234 (no area code required)
Government Contacts		
Government - Municipal		
• District of West Vancouver • Engineering • After hours • North Vancouver District • Engineering • After hours • North Vancouver City • Engineering • After hours • North Shore Emergency Management Office – 24/7		604-925-7000 604-925-7101 604-925-7100 604-990-2311 604-990-2450 604-990-3666 604-985-7761 604-987-7155 604-988-2212 604-969-7000
School District 45 – West Vancouver		
• School Board Office • Lions Bay Community School • Gleneagles Elementary • Rockridge Secondary • West Vancouver Secondary • Sentinel Secondary • Collingwood Junior • Collingwood Senior • Mulgrave School		604-981-1000 604-921-8311 604-981-1360 604-981-1300 604-981-1100 604-981-1130 604-925-8375 604-925-3331 604-922-3223
Government - Provincial		
• EMBC – SW Region Office • EMBC – SW PREOC Duty Officer • Conservation Officer • Ministry of Environment		604-586-4390 1-800-663-3456 1-877-952-7277 604-582-5200
Hazard Specific		
Aircraft/Marine Emergency		
• Joint Rescue Coordination Centre (Victoria) • Canadian Coastguard		1-877-567-5111 Cell - #727 or 604-775-8919



Forest Fires		
- Report a Wildfire - Squamish Forest District Office		Cell *5555 or 1-800-663-5555 1-604-898-2100
Hazardous Materials/Dangerous Goods		
- BC HAZMAT - EMBC SW PREOC Duty Officer - CANUTEC - Department of Fisheries & Oceans - Ministry of Environment - Entech Environmental Consultants - Canexus Chemicals (chlorine) - Superior Propane		1-877-326-2832 1-800-663-3456 604-666-5851 604-666-0384 1-800-663-3456 604-921-1932 604-929-3441 604-800-2784
Weather		
Weather Network Stormline		1-800-463-9463
Utilities		
BC Hydro		
- Customer Services 24/7 Trouble reporting		604-224-9376 1-888-769-3766
Fortis		1-800-667-0123
Telus		
- Repair Service - Telus Internet		611 1-877-310-4638
Shaw		604-629-3000
Bell		1-800-663-9911
Rogers		1-855-381-7834
Transportation		
Marinas		
- Lions Bay Marina - Sunset Marina		604-921-7510 604-921-7476
Buses		
- Coast Mountain Bus (dispatch) - West Vancouver Blue Bus - HandiDart/Community Shuttle		604-953-3333 604-985-7777 604-575-6600
Marine		
- BC Ferries (Horseshoe Bay) - BC Ferries (Head Office) - Mercury Water Taxi - Cormorant Water Taxi - Coastal Water Taxi (Campbell River)		604-921-7414 250-381-1401 604-878-8847 604-250-2630 250-287-7525
Aviation		
- Westcoast Air - Harbour Air - Helijet		604-606-6800 604-274-1277 1-800-665-4354



- Talon Helicopter - Black Tusk Helicopter (Squamish)		604-214-3585 1-604-898-4800
Rail		
- CN RAIL 24/7 Emergency - Rocky & Whistler Mountaineer		1-800-465-9239 604-606-7200
Road		
- Ministry of Transportation Info Line - Miller Capilano Maintenance Corporation		1-800-550-4997 604-892-1010
Taxi		
- Northshore Taxi - Sunshine Cabs - Squamish Taxi - Howe Sound Taxi		604-987-7171 604-929-1221 1-604-567-1111 1-604-898-8888
Services		
Caterers		
- Reel Appetites - Lions Bay General Store - Lions Bay Cafe - Salvation Army - Trolls Restaurant, Horseshoe Bay		604-929-5443 604-921-6344 604-921-2208 604-988-7225 604-921-7755
Fuel Suppliers		
- Lions Bay Marina - Sewell's Marina - Westmount Chevron		604-921-7510 604-921-3474 604-922-6211
Hotels and Motels		
- Horseshoe Bay Motel - Sea To Sky Hotel (Squamish) - Lonsdale Quay Hotel (North Vancouver) - Grouse Inn (North Vancouver) - Best Western (North Vancouver) - Holiday Inn (North Vancouver)		604-921-7454 604-898-4874 604-986-6111 604-988-7101 604-987-8185 604-985-3111
Potable Water Supplies		
- Allied Water Services - Polaris Water		604-467-8628 604-606-1903
Media Contacts		
Radio		
- Mountain FM 107.1 - CBC 690 AM - CKNW 980 AM - News 1130		1-877-450-6397 604-662-6801 604-331-2711 604-873-2599



TV		
• CBC • Global BC • CTV • OMNI (Channel M)		604-662-6801 604-420-2288 604-609-5800 604-678-3820
Print		
• Vancouver Sun • Vancouver Province • North Shore News • North Shore Outlook • Squamish Chief		604-605-7381 604-605-7381 604-985-2131 604-903-1000 604-892-8483



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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Information Report		
Title	Lions Bay Alert Update		
Author	Robert Whitney	Reviewed By:	Peter DeJong
Date	December 6, 2019	Version	
Issued for	December 17, 2019 Council Meeting		

Recommendation:

THAT the Information Report, “Lions Bay Alert Update” be received.

Attachments:

N/A

Key Information:

- As of December 6, 2019 the following are the account statistics of Lions Bay Alert (LBAAlert):
 1. Number of users who have completed the sign-up process: 312
 2. Number of users who have a status of “outstanding”: 82
 3. Number of users who have a status of “invited”: 55
- Status definitions are as follows:
 1. Outstanding – These users have begun the sign-up process but have not created an ePACT account to complete the sign up process.
 2. Invited – These users have received an email inviting them to join LBAAlert, but they have not responded to begin the process.

Follow Up Action: The Deputy EPC will continue to send periodic reminder emails to those who have a status of Outstanding or Invited. Each time a reminder email goes out some of the people complete the sign-up process.

Communication Plan: Another information piece will be written for the Village Update explaining the purpose of LBAAlert and encouraging people to complete the sign-up process to ensure that they receive emergency communications.

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THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision Report		
Title	Website and Village Update Policy No. 1704		
Author	Peter DeJong	Reviewed By:	
Date	December 12, 2019	Version	
Issued for	December 17, 2019		

Recommendation:

THAT the Website and Village Update Policy No. 1704" be amended in accordance with the tracked change version of the policy attached to this report.

Attachments:

(1) Website and Village Update Policy No. 1704 with draft tracked changes;

Key Information:

Recent circumstances have highlighted an issue with this policy in respect of thanking sponsors of community events. In an effort to comply with the *Community Charter's* admonition against providing assistance to a business, the policy states there is no advertising in the Village Update.

However, in recognition that volunteers and community groups rely on the generous support of sponsors, the policy stipulates that sponsors of community groups *which receive a Municipal grant* may have their business logo included in the group's notice, provided there are no links.

The suggested change attached would remove the limitation that the community group must be a Municipal grant recipient and allows for a very simple "thank you" to the sponsor. This will hopefully preclude overly profusive thank you's and avoid notices full of logos.

Follow Up Action: Per Council direction.

Communication Plan: Staff to advise community groups what they can/can't do in respect of sponsors of their events.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	POLICY		Policy No	POL-1704
Title	Website and Village Update Content Policy			
Author	Peter DeJong	Reviewed By:		
Date	May 10, 2017		Version	1
Issued for	Regular Council Meeting – May 16, 2017			

PURPOSE

The purpose of this policy is to provide guidance to users of the Village of Lions Bay (the “Municipality”) website.

POLICY

1. All content (textual and visual) on the Municipality’s website and the Village Update should contribute to a professional and unified corporate brand, be accurate, up-to-date, visually pleasing, easy-to-read and easy-to-find.
2. In addition to information and services pertaining to the Village of Lions Bay, the Municipality's website may also contain information that a reader should reasonably expect to find on municipal government websites, including links to other orders of government, community groups that receive support from the Municipality, Lions Bay cultural information, events posted to the community calendar, and partnering agencies on Village of Lions Bay projects.
3. There are specific parameters under which the Municipality will post content from a third-party organization to the website and to the municipality’s electronic newsletter, the Village Update.

(a) Posting External Links

- (i) The Municipality will consider posting external links on its website if the link is directed to the website of:
 - An official government website (municipal, regional, provincial, federal).
 - A government-funded agency or board.
 - A Village of Lions Bay affiliated organization.

- An organization receiving a Village of Lions Bay community grant.
- A major community tourist or cultural attraction or event as determined solely by the Municipality.
- A professional association.
- A business, organization or association working in partnership with the Village of Lions Bay to the extent of such partnership.
- A company that has contracted to work with the Municipality.
- Artist-in-residence, and artists commissioned by the Village of Lions Bay to create and/or display public art.
- Events or activities that are posted to the Village of Lions Bay community calendar.
- Organizations or initiatives referred to in a Village of Lions Bay media release.

(ii) The Municipality will not consider posting external links on its website to:

- Personal websites.
- Business or service club websites that are not performing approved service work for the Village of Lions Bay.
- Political parties or sites that are of a clear political nature.

(iii) Notwithstanding the criteria listed above, the Municipality reserves the right to post, or refuse to post any external links on its website or to delete links already posted on its site at any time, without notice and in its sole discretion.

(b) Removing external links

(i) External links will be removed by the Municipality without notice if, but not limited to, any of the following conditions apply:

- The site's original information has been altered and the context of the information has changed;
- The site no longer meets the conditions listed above for acceptable external links;

- In the Municipality's sole opinion, the information on the site becomes inaccurate and/or not trustworthy;
- Page formatting, lengthy download items or intrusive advertising make accessing information difficult;
- The link returns a "not found" error for more than 72 hours;
- The link promotes, exhibits, illustrates or manifests hate or obscene/pornographic/sexual content of any kind;
- The site and content violate the Municipality's anti-bullying and harassment policies or in other ways does not conform to the Municipality's goals of inclusion;
- The site and content does not comply with municipal, provincial or federal legislation.

(c) Requesting an external link

- (i) Requests to add an external link to the Municipality's website, according to the criteria listed above, are to be submitted to the Office Coordinator by email for consideration by the Chief Administrative Officer (CAO).

(d) External link policy enforcement

- (i) All sites may be reviewed by Municipal staff to ensure that, in the sole opinion and discretion of the Municipality, they meet and are in keeping with the above criteria.
 - (ii) Enforcement of the above linking policy and the decision on whether or not to add, remove or deny an external link on the Municipality's website will be made by the CAO.
4. Information to be circulated by the electronic Village Update will be compiled and sent by Village staff once per week on Fridays, or Thursday where the Friday falls on a holiday. In cases where information relates specifically to health and safety matters, legislative requirements or where time constraints exist, the Village Update may be sent more than once per week. *No advertising is permitted in the Village Update*, the content of which is intended to reflect the following:
- Mayor and Council Articles
 - Council and Committee Info

- Lions Bay Volunteer Committees
- Grants
- Coastal Fire Centre Newsletters
- Emergency Information
- Public Works Notices
- Lions Bay Fire Rescue Information
- Village Office Notices
- Village Hall Programs/Info
- Similar types of information to be disseminated to the community at large

Such content may include a business logo identifying a ~~financial~~ sponsor of a Lions Bay volunteer or community group ~~which receives a Municipal grant~~, but there must be no link to the sponsor's business. Alternatively, an event notice from a volunteer or community group may include a simple "Thank you to our sponsor(s)", or "Thanks to all our generous sponsors", or similar short acknowledgement.

5. Mayor and Council articles in the Village Update are intended to serve the purpose of informing and educating readers about a variety of topics of interest to residents and to invite feedback to Council and/or staff. While it is recognized that each elected official will have their own style of communication, information should be presented in a fair and factual manner within the limitations of the platform provided. The opportunity afforded to each member of Council in relation to topics of interest to residents is to advance communication of such topics in a positive and constructive manner. The space is not intended to be a forum for debate of Council policies or decisions that have been made, or issues of substance or process, which are best suited to discussion in an open Council meeting. Ultimately, the CAO as editor of the Village Update is entrusted with the responsibility to work with the author to refine the content in the best interest of the ~~m~~Municipality, but may choose to publish or not publish the article in the event of an impasse.
6. This website contains links to other websites. The Village of Lions Bay does not endorse or make any representation or warranty, expressed or implied, concerning the accuracy, quality or reliability of information contained on externally linked websites or posted on the Municipality's community calendar that has been submitted by a member of the public. The Municipality does not endorse any products or services that may be referenced or linked on this website.
7. There are parameters under which the Municipality will post events and activities to the Community Calendar.

(a) Community calendar postings

- (i) Village of Lions Bay staff post information regarding activities, programs, meetings, events and festivals on the Municipality's website calendar. The Municipality reserves the right to post any additional events to its website calendar it deems to be in the community's interest.

(b) Criteria for publishing events on the community calendar

- (i) Members of the public may submit event information for inclusion on the Municipality's website community calendar if that event is open to the general public and occurs on Municipal property.
- (ii) Events submitted by the public will not be published on the Municipality's website calendar if they:
 - Promote, exhibit, illustrate or manifest hate or obscene / pornographic / sexual content of any kind.
 - Do not comply with municipal, provincial or federal legislation.
 - Promote an individual religion or religious service.
- (iii) Events deemed by the Municipality to be political in nature will not be posted after the writ has been dropped for a federal or provincial election, or within 80 days of a municipal election, other than all candidate debates booked into Broughton Hall.
- (iv) Notwithstanding the criteria listed above, the Municipality reserves the right to post, refuse to post, or remove, any event from its website calendar at any time, without notice.

(c) Submitting an event to the community calendar

- (i) Requests from a member of the public to add an event to the Municipality's website calendar must be submitted directly to staff at reception@lionsbay.ca.
- (ii) To be considered for publication, an event submission must be accompanied by a name and contact information of an individual from the event organizing committee. Anonymous postings of events will not be published.

(d) Policy enforcement of community calendar

- (i) All events submitted by a member of the public for publication on the Municipality's website calendar will be reviewed by Municipal staff to ensure that, in the sole

opinion and discretion of the Municipality, the event meets or is in keeping with the intent of the above criteria.

- (ii) Decisions on whether or not to add, remove or deny the posting of an event to the Municipality's website calendar will be made by the CAO.

Corporate Officer

Mayor or Delegate

Adopted by Council:	May 16, 2017
Updated:	May 7, 2019



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Emergency Plan Bylaw Adoption		
Author	Robert Whitney	Reviewed By:	Peter DeJong
Date	December 6, 2019	Version	
Issued for	December 17, 2019 Council Meeting		

Recommendation:

THAT Emergency Plan Bylaw No. 566, 2019 be adopted by Council, as amended.

Attachments:

(1) Draft Emergency Plan Bylaw No. 566, 2019 (as at third reading);

Key Information:

- A new Emergency Plan Bylaw No. 566, 2019 has been drafted to update the out-of-date Emergency Plan Bylaw No. 409, 2009 and has undergone first, second and third readings.
- On November 14, 2019 the Emergency Program Committee sat, at which time the proposed bylaw was presented to the committee. No comments or changes were forthcoming or proposed.

Options:

(1) Do nothing: While this is a potential option it would result in the Municipality keeping an old and outdated bylaw that has dated terms of reference and is not current with emergency management best practices and priorities.

(2) Adopt the Bylaw as amended to incorporate changes arising from third reading.

(3) Further revise the Emergency Plan Bylaw and redo third reading. If Council has any further revisions to the bylaw, they can be made and then a third reading could take place again.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Preferred Option: Option #2: Adopt the Bylaw as amended. This will provide the Municipality with an up-to-date Emergency Plan Bylaw that has modern terms of reference, position descriptions and responsibilities as guided by emergency management best practices in the province of BC.

Legal Considerations: When the Auditor General for Local Government reviewed Emergency Management in Local Governments, they found many of the bylaws relating to emergency management to be old and out-dated. It is their recommendation that communities with old emergency management bylaws update and adopt new bylaws.

Follow Up Action: Once adopted a review schedule could be drawn up to ensure that the Bylaw remains up-to-date and continues to adhere to Emergency Management best practices.

Communication Plan: Once adopted the new bylaw would be uploaded to the Municipal website to be included in the library of bylaws.

EMERGENCY PROGRAM BYLAW NO.566, 2019

A bylaw to establish and operate a plan or scheme for preparedness, response and recovery in the case of emergencies pursuant to the provisions of the *Emergency Program Act*.

WHEREAS the Council of the Village of Lions Bay is required to prepare a local emergency plan respecting preparation for, response to, and recovery from emergencies and disaster,

AND WHEREAS the Village of Lions Bay wishes to provide a comprehensive management program to prepare for, respond to and recover from emergencies and disasters,

NOW THEREFORE, the Council of the Village of Lions Bay in open meeting assembled enacts as follows:

1. CITATION

- 1.1. This Bylaw shall be cited as Emergency Program Bylaw No. 566, 2019.

2. INTERPRETATION

- 2.1. In this bylaw, "Act" means the current *Emergency Program Act* as adopted by the province of British Columbia.
- 2.2. Unless otherwise specifically stated, the words used in this bylaw shall have the same meaning as words have in the *Act*.
- a) "Council" means the municipal council of the Village of Lions Bay,
 - b) "Mayor" means that person elected by the Village of Lions Bay, and includes the person designated as acting mayor at the relevant time when the "Mayor" is absent, or otherwise unable to act or when the office of the Mayor is vacant,
 - c) "declaration of a state of local emergency" means a declaration of the Council or the Mayor that an emergency exists or is imminent in the regional district,
 - d) "disaster" means a calamity that:
 - i. is caused by accident, fire, explosion or technical failure or by the forces of nature, and
 - ii. has resulted in serious harm to the health, safety or welfare of people, or in widespread damage to property.

- e) "emergency" means a present or imminent event that:
 - i. is caused by accident, fire, explosion or technical failure or by the forces of nature, and
 - ii. requires prompt coordination of action or special regulation of persons or property, to protect the health, safety or welfare of people or to limit damage to property.
- f) "Emergency Plan" means the Village of Lions Bay Emergency Plan as constituted at any point in time.

3. EMERGENCY MANAGEMENT ORGANIZATION

- 3.1. In accordance with the requirements of the *Act* to establish and maintain an emergency management organization to develop and implement emergency plans and other preparedness, response and recovery measures for emergencies and disasters, an Emergency Management Organization, comprised of:

- a) the Council
- b) the Emergency Program Committee, and
- c) the Emergency Program Coordinator

is hereby established.

4. THE COUNCIL

- 4.1. The Council is at all times responsible for the general direction and control of the response of the Village of Lions Bay to an emergency or disaster, and in particular to:

- a) declare a State of Local Emergency,
- b) call upon or delegate powers available under the *Act*, as required, and to monitor the use of such powers,
- c) establish emergency policy and legislation necessary to facilitate the response to an emergency or disaster, and
- d) adopt and maintain an Emergency Plan respecting preparation for, response to, and recovery from an emergency or disaster.

- 4.2. Notwithstanding the provisions of subsection 4.1, the Mayor may carry out the responsibilities specified in clauses (a) and (b) where, because of the circumstances of an emergency or disaster, it is not possible to assemble a quorum of the Council, and provided the Mayor has made every effort to obtain the consent of the other members of the Council.
- 4.3. The Mayor and Council will appoint an Emergency Program Coordinator to facilitate emergency preparedness, response and recovery measures.
- 4.4. The Council will ensure that sufficient budget and staff are provided to maintain an essential level of emergency program preparedness.
- 4.5. The Council will report the annual status of the emergency program to the Minister responsible for the Act.

5. **EMERGENCY PROGRAM COMMITTEE**

- 5.1 The Emergency Program Committee is accountable to the Council.
- 5.2 The Emergency Program Committee shall comprise, at a minimum:
 - a) the Emergency Program Coordinator or Deputy Emergency Program Coordinator,
 - b) the Chief Administrative Officer,
 - c) the Public Works Manager,
 - d) the Fire Chief, or ~~their~~ designate,
 - e) the ESS Director, or ~~their~~ designate,
 - f) three members of Council including the Mayor,
 - g) such other members as Council may determine,
- 5.3 The Emergency Program Committee shall:
 - a) provide strategic direction and oversight to the Emergency Program Coordinator,

- b) provide strategic and budgetary advice and recommendations to Council regarding the Emergency Program and the Emergency Plan, including in respect of:
 - i) the Committee's terms of reference, policies and procedures;
 - ii) agreements with other municipalities or regional districts for the purpose of emergency assistance or the formulation of coordinated emergency preparedness, response or recovery;
 - iii) agreements with individuals, bodies, corporations or other non-government agencies for the provision of goods or services;
 - iv) assessment of hazards, risks and vulnerability on an ongoing basis;
 - v) staffing and support for the Emergency Operations Centre (EOC);
 - vi) training and exercise programs.

5.4 The Emergency Program Committee may strike such sub-committees and work groups as is deemed necessary.

5.5 The Emergency Program Committee will meet at least bi-annually, or as determined by the committee.

6. EMERGENCY PROGRAM COORDINATOR

6.1. The Emergency Program Coordinator, and the Deputy Emergency Program Coordinator, is accountable to the CAO and is responsible to:

- a) provide leadership and administration for the Emergency Program and the Emergency Program Committee,
- b) coordinate and/or supervise any sub-committees or work groups,
- c) develop an Emergency Program strategic plan, action plans and budget,
- d) maintain all emergency plans and documentation,
- e) provide an annual status report on the state of the Emergency Program and the level of preparedness,
- f) coordinate a training and exercise program,

- g) coordinate with other governments, non-government agencies, First Nations and private sector agencies,
- h) establish and maintain an Emergency Operations Centre, and
- i) establish, coordinate and support volunteer programs.

7. EMERGENCY RESPONSE AND DELEGATION OF AUTHORITY

- 7.1 The Emergency Management Program will conform to the “B.C. Emergency Management System” (BCEMS).
- 7.2 The Chief Administrative Officer or ~~their~~ designate shall be the Emergency Operations Centre (EOC) Director.
- 7.3 The EOC Director is authorized by Council to:
 - a) exercise any of the powers provided to local authorities by the *Act* under a state of local emergency;
 - b) expend Municipal funds which are not included in the financial plan of the Municipality, required for the preservation of life, health and the protection of property during an emergency or disaster, on the following basis:
 - i. following the declaration of an emergency by the Mayor and/or Council,
 - ii. up to an including \$25,000 at the discretion of the EOC Director, and
 - iii. an amount greater than \$25,000 at the discretion of Council,and any expenditure made in accordance with subsection 7.3.b) must be presented to the Council in a report under the signature of the EOC Director at the earliest available opportunity.
 - c) For certainty, the authority of the EOC Director in section 7.3 of this bylaw includes the authority to negotiate and execute any agreement, on behalf of the Municipality, on any terms or conditions considered appropriate.

8. LIABILITY

- 8.1 As stipulated by the *Act*, no person, including, without limitation, the Council, the Mayor, members of the Village of Lions Bay Emergency Management Organization, employees of the Village of Lions Bay, a volunteer and any other persons appointed, authorized or requested to carry out measures relating to

emergencies or disasters, is liable for any loss, cost, expense, damages or injury to persons or property that result from:

- a) the person in good faith doing or omitting to do any act that the person is appointed, authorized or required to do under this bylaw, unless, in doing or omitting to do the act, the person was grossly negligent, or
- b) any acts done or omitted to be done by one or more of the persons who were, under this bylaw, appointed, authorized or required by the person to do the acts, unless in appointing, authorizing or requiring those persons to do the acts, the person was not acting in good faith.

9. REPEAL

9.1 Bylaw No. 409, The Emergency Program Bylaw (2009), is repealed.

10. COMMENCEMENT

10.1 This bylaw comes into force upon adoption.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Type	Request for Decision		
Title	Fees Bylaw No. 497, 2016, Amendment Bylaw No. 567, 2019		
Author	Peter DeJong	Reviewed By:	
Date	December 9, 2019	Version	1
Issued for	December 17, 2019 Regular Council Meeting		

Recommendation:

(1) THAT Fees Bylaw No. 497, 2016, Amendment Bylaw No. 567, 2019 be adopted.

Attachments:

(1) Fees Bylaw No. 497, 2016, Amendment Bylaw No. 567, 2019, as at third reading.

(2) Fees Bylaw No. 497, 2016 (Consolidation BL567) as at third reading.

Key Information:

The purpose of this amendment is to perform the annual update which ensures that the content of the bylaw remains current. The amending bylaw was further amended by Council last meeting to clarify the daily dumpster fee wording and to include provision for Council approval of a storage container or office trailer on a highway, in association with a Building Permit, such fee set at \$300/month.

Options:

(1) Approve the recommendation above and adopt the bylaw.

(2) Rescind 3rd reading and amend the bylaws further before re-reading a third time;

(3) Direct staff otherwise.

Preferred Option:

Option 1: approve the recommendation and adopt the bylaw.

Follow Up Action:

Post the consolidated bylaw on the website.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



Fees Bylaw No. 497, 2016

Amendment Bylaw No. 567, 2019

Adopted: _____, 20__

PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0

Phone: 604-921-9333 Fax: 604-921-6643

Email: office@lionsbay.ca Web: www.lionsbay.ca

Fees Bylaw No. 497, 2016

Amendment Bylaw No. 567, 2019

The Council of the Village of Lions Bay, in open meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as “Fees Bylaw No. 497, 2016, Amendment Bylaw No. 567, 2019”.
2. Fees Bylaw No. 497, 2016, Amendment Bylaw No. 567, 2019 is hereby amended as follows:
 - (a) Schedule 1 – General Administration:
 - i. Remove the entire row referencing “Shipping documents”;
 - ii. Change “(FOI)” to read “(Fee applies to 8 pages and more)” in the description column of the Photocopying/printing/scanning documents row and change the fee from \$1.65 to \$1.00;
 - iii. Add “of printing copy” to the end of the sentence in the fee column for the Copy of house plans row; and
 - iv. Remove the entire row referencing “Permit under Outdoor Water Use Bylaw No. 484”.
 - (b) Schedule 2 – Development, Land and Building Services:
 - i. Change the second sentence underneath “Permit renewals” in the description column to read “A permit may be renewed only once...” instead of “... once only...”;
~~and~~
 - ii. Add the following to the Demolition Permit Fees:
Under Description: “A portion of a building”; and
Under Fee: “Fee is proportional to the fee for complete demolition, up to demolition of 74% of a building; full fee payable for demolition of 75% or more of a building”.
 - (c) Schedule 3 – Engineering and Public Works:
 - i. Remove the entire row referencing “Bear Smart garbage container”;
 - (d) Schedule 4 – Animal Control & Licencing:
 - i. Under the fee for an altered dog, change the date from “March 31st” to “February 28th”;
 - ii. Change the fee after February 28th to read “\$45 thereafter” instead of “\$60 for all others” for an altered dog;
 - iii. Under the fee for an unaltered dog, change the date from “March 31st” to “February 28th”;

- iv. Change the fee after February 28th to read “\$60 thereafter” instead of “\$60 for all others” for an unaltered dog;

(e) Schedule 5 – Traffic & Parking Fees:

- i. Change the word “annual” to “resident” under description and remove “per year” under fees in the first line-;
- ii. Strike “Daily fee for placing dumpster/bin or construction material on highway” and substitute with: “Upon approval of the Public Works Manager, daily fee for temporary placement of a moving container, a disposal container or construction material on a highway”; and add: “per day” after \$35.
- iii. Add the following description and fee:
Description: “Upon approval of Council, placement on a highway of an office trailer, storage container or other similar chattel reasonably required in respect of a building permit”; and
Fee: “\$300 per month”

(f) Schedule 6 – Community Facility Rentals:

- i. Change the “set-up fee” to read “Prior day hall rental set-up fee (subject to availability)”; and
- ii. Change the fee from \$220 to \$150 for liquor being served.

(g) Schedule 7 – Filming

- i. Remove the table in Schedule 7 and replace with the following table:

Description	Fee
Filming application fee (non-refundable)	\$300

Filming fees (per day):	
Residential Zone	\$1,000
Commercial Zone	\$500
Additional Location Fees (per day):	
Undeveloped Municipal Land	\$500
Tennis Courts, Wade Park, Trails (eg: Centennial, Pride, Marjorie Meadows)	\$750
Lions Bay Beach Park, Kelvin Grove Beach Park, Brunswick Beach Park/Esplanade	\$1,000
Broughton Hall	\$500
Council Chambers	\$250
Fire Hall (Requires at least one member of LBFR present - Interruptions possible)	\$100/hour
LBFR Training Facility (Requires LBFR personnel on site – minimum number depends on filming activity)	\$100/hour per person
Temporary closure of road (total blockages generally no more than 10 minutes at a time)	\$80/hour (plus costs of certified traffic control company at applicant's expense)
Pyrotechnics Permit (per day)	\$500
Parking fees:	
Car	\$30/day (Completely Electric Vehicles \$0/day)
Truck (includes generator)	\$120/day (Solar/Battery Generators \$0/day)
Filming Liaison	\$80/hour (regular hours)
Public Works Services	\$80/hour per person (regular hours)
Village Manager	\$160/hour (regular hours)
Lions Bay Fire Rescue Services (LBFR)	\$500/hour
Extraordinary Services (Municipal staff call outs outside regular hours or requirement to hire contractor)	Hourly rate x 1.5 or contractor's costs x 1.25
Fire Hydrant Use (only to be operated by Municipal employees)	\$80 per hour - regular hours (7am – 3pm) \$120 per hour (3 hours minimum) outside regular hours
Damage deposit	\$10,000 (refundable)

(h) Schedule 8 – Fire Rescue/Emergency Permits & Fees:

- i. Add “(valid only Oct 31st & New Year’s Eve)” after “Fireworks Permit”.

3. Fees Bylaw No. 497, 2016, Amendment Bylaw No. 567, 2019 is further amended in respect of various inconsequential typographical and punctuation changes throughout the bylaw.

Fees Bylaw No. 497, 2016,
Amendment Bylaw No. 567, 2019

Page 5

READ A FIRST TIME	this 19th day of November, 2019
READ A SECOND TIME	this 19th day of November, 2019
READ A THIRD TIME	this __ day of _____, 20__
ADOPTED	this __ day of _____, 20__

Mayor

Corporate Officer

**Certified a true copy of Fees Bylaw No. 497, 2016,
Amendment Bylaw No. 567, 2019 as adopted.**

Corporate Officer



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



Fees Bylaw No. 497, 2016

Office Consolidation

This document is an office consolidation of Fees Bylaw No. 497, 2016 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, and 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 Fees Bylaw No. 497, 2016, 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

List of Amending Bylaws

Bylaw No.	Section	Description	Adopted
519	3	Deletes section 5.1.13	April 4, 2017
526	2.1	Amends schedule 1	May 5, 2017
530	2(a)	Adds metered parking fees to schedule 5	July 4, 2017
534	2.1	Replaces Schedules 1-10	December 19, 2017
544	2(a) 2(b)	Adds soil deposit and removal fees in schedule 2 Amends parking meter rates in schedule 5	May 11, 2018
547	2(a)-(c)	Amends text in Schedules 2 and 5	June 5, 2018
551	2(a)-(d) 3	Amends birthday party rental fees and non-profit rental fees in schedule 6 Deletes insurance costs from the table	September 18, 2018
554	2(a)-(f)	Amends text and fees in schedules 1, 2, 3, 5, 6	December 18, 2018

		and 7	
563	2(a)-(b)	Amends Extra Annual Parking Permit description and Parking Meters Fees in schedule 5	May 14, 2019
567			

Fees Bylaw No. 497, 2016

A bylaw to provide for the imposition of fees.

WHEREAS, pursuant to the provision of the *Community Charter and the Local Government Act*, the Village of Lions Bay may impose municipal fees in respect of all or part of a service of the municipality, the use of municipal property, the exercise of authority to regulate, prohibit or impose requirements, or in respect of such other matters permitted by an enactment;

NOW THEREFORE the Council of the Village of Lions Bay in open meeting assembled enacts as follows:

Part 1 – CITATION:

1.1 This Bylaw may be cited for all purposes as "Fees Bylaw No. 497, 2016".

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 – FEES AND CHARGES

3.1 The municipality hereby imposes the fees for the provision of services and information as specified in Schedules 1 to 10 inclusive, which are attached hereto and form part of this bylaw.

Schedules

Schedule 1: General Administration

Schedule 2: Development, Land and Building Services

Schedule 3: Engineering and Public Works

Schedule 4: Animal Control & Licencing

Schedule 5: Traffic & Parking Fees

Schedule 6: Community Facility Rentals

Schedule 7: Filming

Schedule 8: Fire Rescue / Emergency Permits & Fees

Schedule 9: Memorials and Dedications

Schedule 10: General

- 3.2 Fees imposed under this bylaw for the provision of services or information apply instead of any fees imposed under other bylaws for the same services or information, in the event of any conflict between this bylaw and any other bylaw.

Part 4 – REPEAL

- 4.1 The following bylaws are hereby repealed:

1. Security Alarm System Regulation Bylaw No. 272, 1997;
2. Fees and Charges Bylaw No. 462, 2014;
3. Repeal of Prior Fees and Charges Bylaw No. 465, 2014;
4. Fees and Charges Amendment Bylaw No. 480, 2014; and
5. Fees and Charges Amendment Bylaw No. 490, 2015.

Part 5 – CONSEQUENTIAL AMENDMENTS

- 5.1 The following bylaws are hereby amended as follows:

1. Water Rates and Regulation Bylaw No. 2, 1971, as amended:
 - (a) Section 4 is amended to read: "Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended"; and
 - (b) Schedule A is amended by deleting section 2, Connection Charges.
2. Village of Lions Bay Sewer Bylaw #101, 1984, as amended:
 - (a) Section 3 is amended by striking the heading and substituting therefore the heading "Fees";
 - (b) Section 3 is further amended by deleting the existing wording and substituting therefore: "Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended";
 - (c) Section 17 is hereby renumbered as Section 18; and
 - (d) The following is hereby inserted as Section 17:

"17. The tie-in of the building sewer shall be made into a wye at the property line. The owner shall be required to install this wye. A plug shall be inserted into the upper end of the wye to prevent any flow into the sewer system. After the acceptance of the house plumbing by the building inspector and after the building sewer from the wye to the house has been tested successfully, the plug shall be removed in the presence of a representative of the Village. The wye branch shall then be plugged and the excavation backfilled with suitable material. Under no

circumstances shall the building sewer be used for drainage purposes during construction.

(e) Schedule A is hereby deleted.

3. Subdivision Bylaw No. 141, 1985, as amended:

(a) Section 5 is amended to read: "Fees for services that may be or are provided under this Bylaw or Development Application Procedures and Fees Bylaw No. 431, 2011, as amended, shall be payable as set out in Fees Bylaw No. 497, 2016, as amended. These fees shall be in addition to any fees prescribed under the *Land Title Act*, RSBC 1996, Chapter 250".

4. Lions Bay Soil and Material Deposit Bylaw No. 157, 1987:

(a) Section 6 is amended to read: "Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended".

5. Village of Lions Bay Blasting Bylaw No. 170, 1988:

(a) Section 5 is amended to read: "Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended".

6. Building Regulation Bylaw 234, 1994:

(a) The heading for Section 21 is hereby amended by adding the words: "and Fees" to the word: "Schedules";

(b) The existing Section 21 is hereby renumbered as Section 21(b);

(c) The following shall be inserted as Section 21(a): "Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended"; and

(d) Schedule D, Village of Lions Bay Permit Fees, is hereby deleted.

7. Animal Control and Licencing Bylaw No. 461, 2014:

(a) All references in Sections 5, 11 and 12 to Village of Lions Bay Fees and Charges Bylaw No. 462, 2014 are hereby deleted and replaced with references to Fees Bylaw No. 497, 2016, as amended.

8. Village of Lions Bay Trees, Views and Landscapes Bylaw No. 393, 2007, as amended:

(a) The reference in Section 3.4.1.4 to Fees and Charges Bylaw No. 462, 2014 is hereby replaced with a reference to Fees Bylaw No. 497, 2016, as amended.

9. Traffic and Parking Bylaw No. 413, 2009, as amended:

- (a) The following is inserted as Section 35: "Fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended".

10. Fire Bylaw No. 428, 2011, as amended:

- (a) Section 53 is hereby renumbered as Section 54;
(b) The following is hereby inserted as Section 53: "Additional fees for services that may be or are provided under this Bylaw shall be payable as set out in Fees Bylaw No. 497, 2016, as amended".
(c) Appendix B is hereby deleted.

11. Development Application Procedures and Fees Bylaw No. 431, 2011, as amended:

- (a) All references in Sections 3 and 12 to Village of Lions Bay Fees and Charges Bylaw No. 462, 2014 are hereby deleted and replaced with references to Fees Bylaw No. 497, 2016, as amended.

12. Village of Lions Bay Outdoor Water Use Bylaw No. 484, 2015:

- (a) The reference in Section 4 of Schedule B to the Village of Lions Bay Fees and Charges Bylaw is hereby deleted and replaced with a reference to Fees Bylaw No. 497, 2016, as amended.

Part 6 – EFFECTIVE DATE

6.1 This bylaw shall come into force and take effect on January 1, 2017.

READ A FIRST TIME

December 15, 2015

READ A SECOND TIME

December 15, 2015

READ A THIRD TIME

December 6, 2016

ADOPTED

December 20, 2016

Mayor

Corporate Officer

**Certified a true copy of Fees
Bylaw No. 497, 2016 as adopted.**

Corporate Officer

SCHEDULE 1 – GENERAL ADMINISTRATION

Description	Fee
Freedom of Information and Protection of Privacy Act Fees payable for requests made under the <i>Freedom of Information and Protection of Privacy Act and Regulation</i>	As per <i>Freedom of Information and Protection of Privacy Act and Regulation</i> , Schedule of Maximum Fees.* *Note: For commercial applicants, for each service listed, the actual cost to the public body of providing that service shall be determined at the rate of \$10.00 per ¼ hour.
Locating, retrieving, producing or preparing records for disclosure	\$7.50 per ¼ hour
Shipping documents	Actual cost of shipping method chosen by applicant
Photocopying / printing / scanning documents ~~(FOI) (Fee applies to 8 pages and more)~~	\$0.25 per page (black & white) \$1.0065 per page (colour)
Copy of house plans	\$75 plus actual costs <u>of printing copy</u>
Tax certificates (no charge for property owners)	\$30 each
Property title search from Land Title Office	\$25
Property Tax and Utility Information:	
Property Tax Certificate	\$30 (no charge to owners)
Reprinted Property Tax/Utility Fee Notice	\$20 (no charge to owners)
Property Title Search from Land Title Office	\$25
Property Ownership Transfer Tax on tax sale properties	As per Land Title Office fees
Property Tax Sale, registration and removal of Liens	As per Land Title Office fees
Reprinted tax / utility documents	\$20 per document (no charge for property owner)
Lions Bay Flag	\$100
Lions Bay Historical Society Booklet	\$10
Lions Bay stickers	\$2
Community Garden	\$25 per plot annually
~~Permit under Outdoor Water Use Bylaw No. 484~~	~~\$40~~
Biodegradable Organics Bags	\$4 plus GST

[Amended by Bylaw No. 554]

SCHEDULE 2 – DEVELOPMENT, LAND AND BUILDING SERVICES

Description	Fee
Official Community Plan Amendment (Residential)	\$2,500 or \$3,000 if combined with rezoning application, plus actual advertising cost, plus 10% thereof, with \$700 refunded if no public hearing.
Zoning Bylaw Amendment (Residential)	\$2,500, plus actual advertising cost, plus 10% thereof, with \$700 refunded if no public hearing.
OCP or Zoning Amendment (Non-Residential)	\$2,500 for first 465 m2 of building area plus \$500 for each additional 100 m2 or part thereof.
Request for Preliminary Review of Subdivision Development Proposal (Initial Meeting)	\$250
Request for Preliminary Review of Subdivision Development Proposal (Preliminary Review Process)	\$2,000 plus \$300 for each additional lot after first lot created. Additional expenses may apply per Bylaw No. 431, as amended.
Land Subdivision (Final Approval) Application	\$1,000 plus \$200 for each additional lot or strata lot after first lot or strata lot created
Development Permit	\$1,200
Development Variance Permit	\$750
Temporary Use Permit Application Fee (non-refundable)	\$250
Inspection fee for Temporary Use Permit for Short Term Rentals	\$250 – Includes initial inspection plus one additional inspection. Each additional inspection \$75/hour
Temporary Use Permit	\$1,000 plus \$750 for renewal application
Board of Variance (non-refundable)	\$500
Building Permit Application Fee (non-refundable)	\$100
Pre-Building Permit Application Consultation Fee	\$75 per hour
Building Permits (based on value of construction):	
Minimum fee (<\$1,000)	\$150
• \$1,000-\$9,999	\$150 plus \$12 per \$1,000
• \$10,000-\$49,999	\$250 plus \$11 per \$1,000
• \$50,000-\$99,999	\$300 plus \$10 per \$1,000
• \$100,000 and greater	\$400 plus \$9 per \$1,000
<i>The minimum fee for a building permit for a <u>new dwelling</u> shall be not less than the fee for a building having a value of \$300,000 (\$3,100.00).</i>	<i>Building permits are valid for a maximum of two years, at which time they expire. A permit may be renewed once only in accordance with Building Bylaw No. 234, 1994, as amended.</i>

Permit renewals <i>A building permit is valid for a maximum of two years, at which time it expires. A permit may be renewed <u>only</u> once <u>only</u> in accordance with Building Bylaw No. 234, 1994, as amended.</i>	75% of current Building Permit Fee at time of renewal
Damage Deposit (based on value of construction): - Up to \$10,000 - Up to \$50,000 - Up to \$250,000 - Greater than \$250,000 <i>A Damage Deposit is required when taking out a Building Permit or a Demolition Permit, or when performing other works requiring an engineer's certificate or heavy machinery on Village highways. An occupancy certificate is needed with respect to a Building Permit and an inspection by the Public Works Manager is required prior to a Damage Deposit being returned.</i>	\$500 \$1,500 \$3,000 \$5,000
Demolition Permit fees: Accessory building or structure All other buildings <u>A portion of a building</u>	\$100 per building \$1,000 per building <u>Fee is proportional to the fee for complete demolition, up to demolition of 74% of a building; full fee payable for demolition of 75% or more of a building.</u>
Change of Address	\$500
Blasting permit application fee	\$250
Secondary suite surcharge	40% of Annual Utility Billing
Secondary suite inspection fee	Initial inspection plus one additional inspection free. Each additional inspection \$75/hour
Tree cutting permit applications	\$75 (non-refundable)
Lawn sprinkling permit application	\$40
Driveway Crossing Permit	\$100
Plumbing Fee	\$100 plus \$25 for each fixture
Fire Sprinkler Permit:	
New construction	\$125 plus \$2.50 per sprinkler head
Renovations requiring sprinkling	\$250 plus \$2.50 per sprinkler head
Alternate Solutions:	
Building Inspector (additional charge if required on more involved issues per Building Bylaw)	\$75 per hour (\$225 minimum)
Code Professional (additional charge if required on more involved issues per Building Bylaw)	Actual cost plus 10%
Extra Inspections (after second inspection)	\$100 per inspection

Pre-inspection of a building being moved within the Village	\$500 per structure
When a permit is surrendered and cancelled before any construction begins and the owner has provided written notification that the project will not be undertaken	50% of the building permit fee paid and 100% of the deposit shall be refunded to the property owner.
Plan review for building design modifications	\$75 per hour
Transfer of building permit	\$125
Unregistered Encroachment Agreement	\$400
Review & registration of Section 219 covenant placed according to the Land Title Act	\$400
For discharge of Section 219 covenant placed according to the Land Title Act	\$100
An application for the soil deposit or removal of more than 27 cubic meters (m ³) and up to 45 m ³ of in any one year.	\$100 (non-refundable)
Any application for the soil deposit or removal of more than 45 m ³ and up to 90 m ³ in any one year.	\$200 (non-refundable)
Any application for the soil deposit or removal of more than 90 m ³ and up to 180 m ³ in any one year.	\$400 (non-refundable)
Any application for the soil deposit or removal of more than 180 m ³ in any one year.	\$600 (non-refundable)

**NOTE: All permits include one inspection. All security deposits are refunded, less costs incurred, after Final Inspection*

[Amended by Bylaw No. 547]

[Amended by Bylaw No. 554]

SCHEDULE 3 – ENGINEERING & PUBLIC WORKS

Description	Fee
Water service connection fees	\$600 plus actual costs
Sewer service connection fees	\$600 plus actual costs
Locate water leak / water shutoff valve on private property / turn water on or off	Regular hours (7 am to 3 pm): \$75 per hour or portion, plus equipment costs After hours: \$115 per hour (3 hour minimum)
Locate Sewer Pipes / Connection	Regular hours (7 am to 3 pm): \$75 per hour or portion, plus equipment costs After hours: \$115 per hour (3 hour minimum)
Public Works hourly rate per worker (regular business hours)	\$75 per hour
Emergency after hours call-out	\$115 per hour (3 hour minimum)
~~Bear Smart garbage container~~	~~\$175~~

[Amended by Bylaw No. 554]

SCHEDULE 4 – ANIMAL CONTROL & LICENCING

Description	Fee
Annual licence for altered dog	\$30 if paid before ~~March 31st~~ <u>February 28th</u> or within 30 days of becoming a new resident or obtaining a new dog ~~\$45~~ <u>\$60 for all othersthereafter</u>
Annual licence for unaltered dog	\$60 if paid before ~~March 31st~~ <u>February 28th</u> or within 30 days of becoming a new resident or obtaining a new dog ~~\$90~~ <u>for all othersthereafter</u>
Rebate of annual licence fee for dog altered subsequent to licence being paid	\$30
Tag replacement	\$10

SCHEDULE 5 – TRAFFIC & PARKING FEES**FEES FOR PERMITS**

Description	Fee
Extra ~~annual-resident~~ parking permit – obtainable by a resident, allows parking in “permit parking” zones	~~\$40-per year~~ (1 free permit for each Lions Bay Fire Rescue member, Search and Rescue member, Non-Resident Volunteer member of a Lions Bay committee, and Village staff member, not otherwise receiving free permits with a property tax notice, and two free permits within 30 days of becoming a new property owner)
Worksite parking permit for building-site workers for three months – obtainable by homeowners or construction managers on projects, allows parking in “permit parking” zones	\$40 for three months
Film company parking Film worker’s personal vehicle Film company truck	Refer to Schedule 7: Filming
Daily parking permit – obtainable by residents, allows parking for one day for guests	\$0 per vehicle
Operating a vehicle or combination of vehicles in excess of 63,500 kgs licensed gross vehicle weight on highway	\$35 per vehicle load
Monthly fee for parking of extraordinary vehicle or trailer on Village property, with permission of Council Extraordinary vehicle or trailer under 6.1 metres in length Extraordinary Vehicle or trailer 6.1- 6.5 metres in length Extraordinary Vehicle or trailer 6.5-7.7 metres in length Extraordinary Vehicle or trailer over 7.7 metres in length	 \$80 per month/\$960 per year \$80 per month/\$960 per year \$110 per month/\$1,320 per year \$135 per month/\$1,620 per year
~~Daily fee for placing dumpster/bin or construction material on highway~~ <u>Upon approval of the Public Works Manager, daily fee for temporary placement of a moving container, a disposal container or construction material on a highway</u>	~~\$35 per day~~
<u>Upon approval of Council, placement on a highway of an office trailer, storage container or other similar chattel reasonably required in respect of a building permit</u>	<u>\$300 per month</u>
Where work is performed by the Village in cleaning up spills or deposits on a highway, or remediating damage to a highway, fees per hour of work will be charged as shown below, to cover staff time plus use of Village equipment. Actual extra costs to the Village for items such as fuel, materials, turf, plants, storage in commercial premises, and equipment rentals required for clean-up or remediation work, will also be charged, based on invoices or receipts for materials or equipment. If work is performed by a commercial contractor under contract to the Village, the actual cost of the contract will be charged, in addition to a \$150 flat fee for Village administration time.	

Clean-up of spills or deposits on highway	Regular hours (7 am to 3 pm): \$75 per person per hour or portion, plus equipment costs After hours: \$115 per hour (3 hour minimum)
Remediation of damage to highway	Regular hours (7 am to 3 pm): \$75 per person per hour or portion, plus equipment costs After hours: \$115 per hour (3 hour minimum)

FEES FOR REMOVALS FROM HIGHWAY

Where vehicles, obstructions and chattels are removed from a highway, fees per hour of work are charged for removals and towing. If these items are not claimed and must subsequently be advertised and sold at auction, a flat fee is charged to cover the cost of storage, administration time and advertising.	
Removal of chattels, obstructions and things seized from highway	Regular hours (7 am to 3 pm): \$75 per hour or portion, plus equipment costs After hours: \$115 per hour (3 hour minimum) plus \$50 per day fee for storage
Towing of vehicle	Actual cost plus Regular hours (7 am to 3 pm): \$75 per person per hour or portion, plus equipment costs After hours: \$115 per person per hour (3 hour minimum)
Sale of chattels, obstructions and things seized from highway	\$1,000 flat fee

FEES FOR METERED PARKING

Description	Fee
Lions Bay Beach Park Lot (adjacent to train tracks) <i>*Permit holders NOT exempt from fee.</i>	\$4/hour or portion thereof up to a maximum of \$32 within a calendar day
Kelvin Grove Beach Park Lot <i>*Permit holders exempt from fee.</i>	\$3/hour or portion thereof up to a maximum of \$24 within a calendar day
Sunset Trailhead Lot <i>*Permit holders exempt from fee.</i>	\$2/hour or portion thereof up to a maximum of \$16 within a calendar day

[Amended by Bylaw No. 530]

[Amended by Bylaw No. 544]

[Amended by Bylaw No. 547]

[Amended by Bylaw No. 554]

[Amended by Bylaw No. 563]

SCHEDULE 6 – COMMUNITY FACILITY RENTALS

Rental fee includes use of kitchen, tables, chairs and music player.

Description	Fee*
Hall Rental for private events: Examples of use: dances, weddings, ceremonies, etc. Prior day hall rental set-up fee (subject to availability):	~~\$220-150~~ if liquor being served \$110 if no liquor being served \$55 <i>If event occurs over multiple days, the rate above applies per day</i>
Hall Rental for children's Birthday parties	\$50 per event (maximum 4 hours)
Hall Rental for program use: Examples of use: programs contracted through the Village.	20% of revenue per session, or minimum payment amount of \$40.00 per month, whichever is greater.
Hall Rental for non-profit groups: Community group activities, meeting a maximum of once per week to a maximum of 12 hours per month. Additional fee for events exceeding the maximum Non-profit community groups (single event)	\$25 per month \$25 per event \$25 per event <i>This is the fee rate applicable to requests for fee waivers under the Municipal Grant program. Youth must be supervised by an adult while using Village facilities.</i>
Meeting Room Rental (accommodates up to 10 persons): Council Chambers (former library)	\$10 per hour (2 hour minimum)
Rental of Tennis Courts for Program Use (max 2 hours per day)	20% of revenue per session or minimum payment amount of \$40.00 per month, whichever is greater.
Cancellation Fee:	Refer to policy: POL-1408 Refunds & Cancellations
Staff Assistance (assemble ~~&/~~disassemble equipment on-site – excluding stage): Stage (assemble ~~&/~~disassemble): Sound System: <i>No offsite rental for stage and sound equipment.</i>	\$50 set up \$50 take down \$100 \$50

Equipment Rental Rates (for off-site use): Table rental Chair rental (No outside use of chairs without explicit written authorization) <i>Equipment not returned within 72 hours will result in forfeiture of deposit.</i>	\$10 each \$1 each (\$10 minimum)
Deposit for facility / equipment rental:	\$100 Refundable in accordance with policy POL-1407 Community Facility Rentals. <i>Note: Liability for damage or loss is not limited to the deposit amount.</i>

**plus deposit*

[Amended by Bylaw No. 551]

[Amended by Bylaw No. 554]

SCHEDULE 7 – FILMING [to be reviewed with filming policy]

Description	Fee
Filming application fee (non-refundable)	\$250
Filming fee (per day)	\$300
Damage deposit	\$5000 (refundable)
Filming in VOLB parks (per day)	\$500
Parking fees:	
Car	\$25/day
Truck	\$100/day
Filming Liaison	\$40/hour
Municipal Services	\$80/hour
Fire Rescue Services	\$100/hour
Fireworks (pyrotechnics) permit	\$100

[Amended by Bylaw No. 554]

Description	Fee
Filming application fee (non-refundable)	\$300
Filming fees (per day):	
Residential Zone	\$1,000
Commercial Zone	\$500
Additional Location Fees (per day):	
Undeveloped Municipal Land	\$500
Tennis Courts, Wade Park, Trails (eg: Centennial, Pride, Marjorie Meadows)	\$750
Lions Bay Beach Park, Kelvin Grove Beach Park, Brunswick Beach Park/Esplanade	\$1,000
Broughton Hall	\$500
Council Chambers	\$250
Fire Hall (Requires at least one member of LBFR present - Interruptions possible)	\$100/hour
LBFR Training Facility (Requires LBFR personnel on site – minimum number depends on filming activity)	\$100/hour per person
Temporary closure of road (total blockages generally no more than 10 minutes at a time)	\$80/hour (plus costs of certified traffic control company at applicant's expense)
Pyrotechnics Permit (per day)	\$500
Parking fees:	
Car	\$30/day (Completely Electric Vehicles \$0/day)
Truck (includes generator)	\$120/day (Solar/Battery Generators \$0/day)
Filming Liaison	\$80/hour (regular hours)
Public Works Services	\$80/hour per person (regular hours)
Village Manager	\$160/hour (regular hours)
Lions Bay Fire Rescue Services (LBFR)	\$500/hour

<u>Extraordinary Services (Municipal staff call outs outside regular hours or requirement to hire contractor)</u>	<u>Hourly rate x 1.5 or contractor's costs x 1.25</u>
<u>Fire Hydrant Use (only to be operated by Municipal employees)</u>	<u>\$80 per hour - regular hours (7am – 3pm)</u> <u>\$120 per hour (3 hours minimum) outside regular hours</u>
<u>Damage deposit</u>	<u>\$10,000 (refundable)</u>

SCHEDULE 8 – FIRE RESCUE / EMERGENCY PERMITS & FEES

Description	Fee
Fire investigation	\$200 per person per hour or portion plus actual site security costs
Fire Safety Plan Review	\$100
Inspection of buildings other than routine inspections (after 2 nd inspection) under the Fire Services Act	\$100
Inspection of buildings other than routine inspections (after 3 rd and subsequent inspection) under the Fire Services Act	\$200
Inspections – special request	\$150
Special events fire permit/inspection	\$100 per person per hour or portion thereof
Fireworks Permit <u>(valid only Oct 31 & New Year's Eve)</u>	\$50
Cost recovery for work performed in removal or remediation of a fire hazard at or around a building or premises	\$100 per person per hour or portion thereof to cover time plus use of municipal equipment. Actual extra costs for items such as equipment rentals required for clean up or remediation work will also be charged, based on invoices or receipts for materials or equipment. Actual costs of a commercial contractor under contract to the municipality will be charged in addition to a flat fee of \$150 for municipal administration.

**Note: all permits include one inspection*

SCHEDULE 9 – MEMORIALS AND DEDICATIONS

Description	Fee
Bench Dedication	\$1,500 - \$1,750 includes cost and installation of bench, cost and installation of plaque and ongoing maintenance.

SCHEDULE 10 – GENERAL

Description	Fee
Boat space rental permit at Lions Bay Beach Park	\$125 per calendar year if paid by March 31 st \$150 if paid after March 31 st , but before May 31 st (after May 31 st , boat will be seized and removed) <i>*If a new boat space is obtained after March 31st, the \$150 permit fee shall be prorated based on the number of months left in the year. No refunds will be issued for permits terminated during the year.</i>
Seizure and removal of boat from boat space rental area for failure to pay annual fee by June 1 st .	\$100 plus \$20/day for storage
Sale of seized boat if unclaimed for 120 days after seizure.	\$500 flat fee

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VILLAGE OF LIONS BAY

Incoming Correspondence - December 17, 2019

General Correspondence:

G1: Metro Vancouver 2040 - Metro Vancouver Regional District Bylaw No. 1295, 2019 (Page 1)

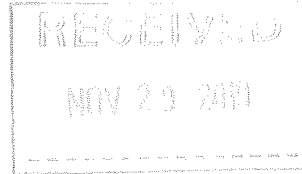
Resident Correspondence:

R1: Trevor Luciuk - Wood Burning (Page 10)

Office of the Chair
Tel. 604 432-6215 Fax 604 451-6614

File: CR-12-01
Ref: RD 2019 Nov 1

NOV 28 2019



Mayor Ron McLaughlin and Council
Village of Lions Bay
400 Centre Road PO Box 141
Lions Bay, BC V0N 2E0

Dear Mayor McLaughlin and Council:

Re: Amending Metro Vancouver 2040: Shaping our Future to Align with the IPCC Special Report on Global Warming of 1.5°C – Bylaw No. 1295, 2019

At its November 1, 2019 regular meeting, the Board of Directors of the Metro Vancouver Regional District (Metro Vancouver) adopted the following resolution:

That the MVRD Board:

- a) initiate a Type 3 minor amendment to Metro Vancouver 2040: Shaping our Future to reflect a commitment to a carbon neutral region by 2050, and an interim target of reducing greenhouse gas emissions by 45% from 2010 levels by 2030;*
- b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1295, 2019"; and*
- c) direct staff to notify affected local governments and agencies as per Section 6.4.2 of Metro Vancouver 2040: Shaping our Future.*

In accordance with Section 437 of the *Local Government Act*, and Section 6.4.2 of *Metro Vancouver 2040: Shaping our Future (Metro 2040)*, the regional growth strategy, this letter provides an opportunity for affected local governments to provide written comment on the proposed Type 3 minor amendment to *Metro 2040*. The proposed amendment requires the adoption of an amendment bylaw with an affirmative 50%+1 weighted vote of the MVRD Board.

You are invited to provide comments on the proposed amendment to *Metro 2040*. Please provide comments in the form of a Council or Board resolution, as applicable, and submit to Chris Plagnol, Corporate Officer/Director of Board and Information Services, by email at Chris.Plagnol@metrovancover.org by January 17, 2020.

33385170

The proposed *Regional Growth Strategy Amendment Bylaw No. 1295, 2019* would replace the existing greenhouse gas emission reduction targets in *Metro 2040* in accordance with the table below:

Current GHG Reduction Targets in <i>Metro 2040</i>	Proposed GHG Reduction Targets (Aligned with <i>Climate 2050 Strategic Framework</i> and the <i>IPCC 2019 Special Report</i>)
• 33% below 2007 levels by 2020 • 80% below 2007 levels by 2050	• 45% reduction from 2010 levels by 2030 • Carbon neutral by 2050

Updating the targets in *Metro 2040* is consistent with recent MVRD Board direction, the 2019-2022 Board Strategic Plan and the *Climate 2050 Strategic Framework*.

Metro 2040 represents the regional federation's collective vision and commitment on how to manage anticipated growth to the region in a way that: supports the development of complete, connected and resilient communities, protects important lands (i.e. agricultural, conservation, and industrial), and supports the efficient provision of urban infrastructure (i.e. transit and utilities). Centred around 5 goals, *Metro 2040* contains a set of policy actions for Metro Vancouver and member jurisdictions to collaboratively work together to meet that vision.

Under Strategy 3.3, 'Encourage land use and transportation infrastructure that reduce energy consumption and greenhouse gas emissions, and improve air quality', the role of member jurisdictions is to adopt regional context statements that identify how they will use their land development and transportation strategies to meet their greenhouse gas reduction targets and consider how these targets will contribute to the regional targets.

The proposed Metro 2040 amendment would not trigger a requirement to immediately update regional context statements, however, if the amendment bylaw is adopted, member jurisdictions would be requested to update their regional context statements to reflect actions toward the updated targets as feasible, either concurrent with updates to their Official Community Plans, Community Energy and Emissions Plans, or other strategic planning documents. Meeting the regional commitment to carbon neutrality for the region will require significant cooperation, collaboration, and commitment from Metro Vancouver, member jurisdictions, other orders of government, partner organizations, stakeholders, and the public.

Enclosed is a copy of the staff report that summarizes the proposed changes to *Metro 2040* that will result from *Regional Growth Strategy Amendment Bylaw No. 1285, 2019*. If you have any questions with respect to the proposed amendment please contact Heather McNell, Director of Regional Planning and Electoral Area Services by phone at 604-436-6813 or by email at Heather.McNell@metrovancover.org.

Mayor Ron McLaughlin and Council, Village of Lions Bay
Amending Metro Vancouver 2040: Shaping our Future to Align with the IPCC Special Report on Global Warming of 1.5°C -
Bylaw No. 1295, 2019
Page 3 of 3

Yours sincerely,



Sav Dhaliwal
Chair, Metro Vancouver Board

SD/NC/st

cc: Peter DeJong, Chief Administrative Officer, Village of Lions Bay

Encl: Report dated October 31, 2019, titled "Amending *Metro Vancouver 2040: Shaping our Future* to Align with the IPCC Special Report on Global Warming of 1.5°C – Bylaw 1295, 2019" (Doc# 33424692)

33385170



To: Regional Planning Committee

From: Sean Tynan, Acting Senior Planner, Regional Planning

Date: October 31, 2019 Meeting Date: October 11, 2019

Subject: **Amending *Metro Vancouver 2040: Shaping our Future* to Align with the IPCC Special Report on Global Warming of 1.5°C – Bylaw 1295, 2019**

RECOMMENDATION

That the MVRD Board:

- a) initiate a Type 3 minor amendment to *Metro Vancouver 2040: Shaping our Future* to reflect a commitment to a carbon neutral region by 2050, and an interim target of reducing greenhouse gas emissions by 45% from 2010 levels by 2030;
 - b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1295, 2019"; and
 - c) direct staff to notify affected local governments and agencies as per Section 6.4.2 of *Metro Vancouver 2040: Shaping our Future*.
-

PURPOSE

This report recommends a Type 3 minor amendment to *Metro Vancouver 2040: Shaping our Future* (*Metro 2040*), the regional growth strategy, for consideration by the Regional Planning Committee and MVRD Board.

BACKGROUND

Per Subsection 429 (d) of the *Local Government Act*, *Metro 2040* includes the region's greenhouse gas emissions reduction target. The current reduction target in *Metro 2040* is 33% by 2020 and 80% by 2050 as compared to 2007 levels.

Climate 2050 is Metro Vancouver's overarching long-term strategy guiding the region's policies and collective actions to transition to a carbon neutral and climate resilient region over the next 30 years. As part of *Climate 2050*, at its meeting on July 26, 2019, the MVRD Board adopted the following resolution:

That the MVRD Board:

- a) *endorse the proposed amendments to the Climate 2050 Strategic Framework to reflect a commitment to a carbon neutral region by 2050, and an interim target of reducing greenhouse gas emissions by 45% from 2010 levels by 2030;*
- b) *direct staff to bring forward a proposed amendment to Metro 2040, the regional growth strategy, to the Metro Vancouver Board for consideration, to incorporate revised greenhouse gas reduction targets (including interim targets).*

In addition, the Metro Vancouver Board Strategic Plan (2019-2022) direction for Regional Planning contains the following statement on climate change:

- 1.2 *Undertake a comprehensive update to Metro 2040 to prioritize climate change, align with the update to the Regional Transportation Strategy, and extend the timeframe to 2050.*

This report responds to the direction of the MVRD Board and the Metro Vancouver Board Strategic Plan by bringing forward a proposed amendment to *Metro 2040* to update the region's greenhouse gas emissions reduction target to align with the October 2018 Intergovernmental Panel on Climate Change Special Report on Global Warming of 1.5 °C above pre-industrial levels.

METRO 2040 GREENHOUSE GAS EMISSIONS REDUCTION TARGETS

Current Greenhouse Gas Emissions Reduction Targets and Policies in Metro 2040

Metro 2040 is the region's collective vision for managing growth in the region. Under Section 3.3.1 of *Metro 2040*, Metro Vancouver commits to:

Implement the strategies and actions of the Regional Growth Strategy which contribute to regional targets to reduce greenhouse gas emissions by 33 percent below 2007 levels by 2020 and 80 percent below 2007 levels by 2050...

Under Section 3.3.4, the role of municipalities is to:

Adopt Regional Context Statements which:

- a) identify how municipalities will use their land development and transportation strategies to meet their greenhouse gas reduction targets and consider how these targets will contribute to the regional targets;*
- b) identify policies and/or programs that reduce energy consumption and greenhouse gas emissions, and improve air quality from land use and transportation infrastructure, such as:*
 - existing building retrofits and construction of new buildings to green performance guidelines or standards, district energy systems, and energy recovery and renewable energy generation technologies, such as solar panels and geexchange systems, and electric vehicle charging infrastructure;*
 - community design and facility provision that encourages transit, cycling and walking (e.g. direct and safe pedestrian and cycling linkages to the transit system);*
- c) focus infrastructure and amenity investments in Urban Centres and Frequent Transit Development Areas, and at appropriate locations along TransLink's Frequent Transit Network;*

In addition, there are other actions to reduce greenhouse gas emissions included in other sections of *Metro 2040*.

Proposed Amendment to Metro 2040 and Implications for Member Jurisdictions

The proposed change would replace the existing greenhouse gas emission reduction target in *Metro 2040* in accordance with the table below.

Current Greenhouse Gas Emissions Reduction Target in <i>Metro 2040</i>	Proposed Greenhouse Gas Emissions Reduction Target (Reflected in Climate 2050 Strategic Framework and aligned with the IPCC Special Report)
• 33% below 2007 levels by 2020 • 80% below 2007 levels by 2050	• 45% reduction from 2010 levels by 2030 • Carbon neutral by 2050

The proposed amendment would not require a need for immediate updates to regional context statements. However, municipalities that are currently developing or updating their respective Official Community Plans, Community Energy and Emissions Plans or other strategic planning documents should consider aligning their greenhouse gas emissions reduction targets and actions with the regional targets. The next time regional context statements are developed or updated, each member jurisdiction will need to identify how the respective Official Community Plans are consistent with, or are working towards, the greenhouse gas emissions reduction targets in *Metro 2040*.

Section 6.3.4 of *Metro 2040* allows for some amendments to the regional growth strategy to be undertaken through a Type 3 Minor Amendment. A Type 3 amendment requires the adoption of an amendment bylaw passed by an affirmative 50%+1 weighted vote of the MVRD Board, and does not require a public hearing. Once initiated, affected local governments would receive written notice and be provided a minimum of 30 days to respond. Type 3 minor amendments have been used in the past as a means to amend *Metro 2040*. The proposed amendment bylaw is attached.

The proposed amendment was presented on September 20, 2019, to the Regional Planning Advisory Committee for comment. No comments were received.

ALTERNATIVES

1. That the MVRD Board:
 - a) initiate a Type 3 minor amendment to *Metro Vancouver 2040: Shaping our Future* to reflect a commitment to a carbon neutral region by 2050, and an interim target of reducing greenhouse gas emissions by 45% from 2010 levels by 2030;
 - b) give first, second, and third readings to “Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1295, 2019”; and
 - c) direct staff to notify affected local governments and agencies as per Section 6.4.2 of *Metro Vancouver 2040: Shaping our Future*.
2. That the MVRD Board receive for information the report dated September 16, 2019, titled “Amending *Metro Vancouver 2040: Shaping our Future* to Align with the IPCC Special Report on Global Warming of 1.5°C – Bylaw 1295, 2019” and direct staff to explore updating the regional growth strategy greenhouse gas emission reduction targets as part of the comprehensive update to *Metro 2040*.

FINANCIAL IMPLICATIONS

If the MVRD Board chooses Alternative 1, the proposed amendment bylaw will be initiated and given first, second, and third readings, and staff will notify affected local governments and agencies to provide an opportunity to offer comment. The proposed amendment bylaw would then be brought back to the MVRD Board with any comments from the notification period for consideration of final reading. The notification period will be a minimum of 30 days and the amendment notice will be posted on the Metro Vancouver website.

If the MVRD Board chooses Alternative 2, the process for updating the greenhouse gas emission reduction target in *Metro 2040* will not be initiated at this time. *Metro 2040* would not be aligned with the recent IPCC Special Report and will be inconsistent with MVRD Board direction to update the *Climate 2050 Strategic Framework*. Staff would then consider the updated greenhouse gas reduction target as part of the development of *Metro 2050*. This would delay updating the target until mid-2022.

SUMMARY / CONCLUSION

This report brings forward a recommendation to update the greenhouse gas emission reduction targets contained in *Metro 2040* to pursue a carbon neutral region by 2050, with an interim target of 45% reduction by 2030. Including this target in *Metro 2040* at this time is consistent with recent MVRD Board direction as well as the 2019-2022 Board Strategic Plan and the *Climate 2050 Strategic Framework*. Alternatively, with the update to *Metro 2040* underway, updating the greenhouse gas emissions target in the regional growth strategy can also be implemented as part of the development of *Metro 2050*, the updated growth strategy, which is anticipated to be finalized and adopted in mid-2022.

Metro Vancouver can set the path towards carbon neutrality for the region, but it will not be able to achieve the targets on its own. To obtain the necessary reductions in regional emissions, significant cooperation, collaboration, and commitment will be required from member jurisdictions, other orders of government, partner organizations, stakeholders, and the public. The new greenhouse gas emissions reduction target would need to be considered by member jurisdictions the next time their respective regional context statements are updated. In the interim, municipalities currently updating their Official Community Plans, Community Energy and Emissions Plans or other strategic planning documents may wish to consider aligning their greenhouse gas emissions reduction targets with Metro Vancouver and the IPCC Special Report. Staff recommend Alternative 1.

Attachment

Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1295, 2019

References

1. [IPCC Special Report on Global Warming of 1.5°C](#)
2. [Aligning Climate 2050 with the IPCC Special Report on Global Warming of 1.5°C](#)

ATTACHMENT

**METRO VANCOUVER REGIONAL DISTRICT
BYLAW NO. 1295, 2019
A Bylaw to Amend "Greater Vancouver Regional District Regional Growth Strategy
Bylaw Number 1136, 2010"**

WHEREAS:

- A. Metro Vancouver Regional District's board of directors (the "Board") adopted the "Greater Vancouver Regional District Regional Growth Strategy Bylaw Number 1136, 2010" on July 29, 2011 (the "Regional Growth Strategy");
- B. The Board wishes to revise the greenhouse gas emissions reduction targets included in the Regional Growth Strategy;
- C. In accordance with Regional Growth Strategy Section 6.3.4(j), all amendments to the Regional Growth Strategy that are not identified in Sections 6.3.1 or 6.3.3 are considered Type 3 minor amendments; and
- D. Metro Vancouver Regional District wishes to amend "Greater Vancouver Regional District Regional Growth Strategy Bylaw Number 1136, 2010".

NOW THEREFORE the Board of Metro Vancouver Regional District enacts as follows:

- 1. "Greater Vancouver Regional District Regional Growth Strategy Bylaw Number 1136, 2010" is hereby amended as follows:

Regional Growth Strategy Section 3.3.1 is deleted and the following is substituted in its place:

3.3.1 Implement the strategies and actions of the Regional Growth Strategy that contribute to regional targets to reduce greenhouse gas emissions by 45 percent below 2010 levels by 2030 and to achieve a carbon neutral region by 2050. Figure 3 identifies examples of strategies and actions contained in the Regional Growth Strategy to address climate change.

- 2. The official citation of this bylaw is "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1295, 2019". This bylaw may be cited as "Regional Growth Strategy Amendment Bylaw No. 1295, 2019".

Read a first time this _____ day of _____, _____.

Read a second time this _____ day of _____, _____.

Read a third time this _____ day of _____, _____.

Passed and finally adopted this _____ day of _____, _____.

Sav Dhaliwal, Chair

Chris Plagnol, Corporate Officer

From: [Lions Bay Reception](#)
To: [Municipal](#)
Subject: FW: FW: Village Update
Date: Tuesday, December 10, 2019 3:27:32 PM

From: Trevor Luciuk [REDACTED]
Sent: Thursday, December 5, 2019 10:44 AM
To: Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>
Cc: Council <council@lionsbay.ca>; [REDACTED] Peter DeJong
<cao@lionsbay.ca>; Nicole Dumas <office@lionsbay.ca>
Subject: Re: FW: Village Update

Hi Ron & Council,

Thanks for the reply & the clarifications to the process. We'll watch for your comments.

Related: We do encourage the Council to strongly push for a solution that meets the needs of Lions Bay. Without natural gas, residents simply have need for other solutions (including wood burning), regardless of the political ambitions of those immediately within or adjacent to Vancouver.

Much appreciated.

Trevor

On Thu, Dec 5, 2019 at 10:32 AM Ron McLaughlin <mayor.mclaughlin@lionsbay.ca> wrote:

Hello Trevor. I forwarded your email to our administration after its receipt. As is our practice when a resident writes to all of Council it becomes part of official correspondence. It will be included in our next Council meeting (17th) agenda as correspondence, received, and responded to at that time.

Regards and thank you for your note,

Ron McLaughlin

Mayor

The Village of Lions Bay

PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0, Canada
Tel: (604) 921-9333 | Cell: (604) 353-7138 | www.lionsbay.ca

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From: Trevor Luciuk [REDACTED]
Sent: Thursday, December 5, 2019 9:45 AM
To: Council <council@lionsbay.ca>
Cc: [REDACTED]
Subject: Re: FW: Village Update

Hi again,

Good morning.

I wrote 3 days ago seeking comment from the Council. Are you able to clarify the expected timing for a response?

Much appreciated.

Trevor
70 Panorama Rd, Lions Bay
[REDACTED]

On Mon, Dec 2, 2019 at 10:12 AM Trevor Luciuk [REDACTED] wrote:

Hi,

Good morning. Thanks for the continued updates. They're informative.

I'm writing to seek clarification on the wood burning discussion below.

1) In particular, what is the standard referenced in the phrase, "wood burning appliances that do not comply with new emission standards"? For example, my understanding is that for quite some time, Metro Van accepted devices compliant with EPA standards.

2) If a device was non-compliant with a new/changed standard, what would be the practical implication for Lions Bay residents?

We look forward to your comments. Thanks.

Trevor

**ON-TABLE
ITEMS**

From: [Lions Bay Reception](#)
To: [Lions Bay Reception](#)
Subject: FW: cell tower - correspondence
Date: Tuesday, December 17, 2019 11:25:17 AM

From: Penny Nelson [REDACTED]
Sent: Thursday, November 21, 2019 11:42 AM
To: Neville Abbott <councillor.abbott@lionsbay.ca>; Fred Bain <councillor.bain@lionsbay.ca>; Norman Barmeier <councillor.barmeier@lionsbay.ca>; Ron McLaughlin <mayor.mclaughlin@lionsbay.ca>; Jaime Cunliffe <councillor.cunliffe@lionsbay.ca>
Cc: TanyaElchuk@synergyland.ca <TanyaElchuk@synergyland.ca>
Subject:

Council,

With regards the proposed use of Village land for a privately owned telecommunications tower, I would like to say that I am opposed to it for many reasons, even though, as a Telus customer, I have most definitely had problems with cell service for the past few years. **I would like to emphasise that we never used to have problems; this is relatively recent.**

Further, while I am in favour of generating revenue to boost our income, I am NOT in favour of selling our soul as a community for projects that are detrimental to the character of the Village or how we live, no matter what may be the case in other municipalities. There is always the option of cutting unnecessary expenditure.

Rental income from allowing the tower to be built on Village land is somewhat minimal in the greater scheme of things and I am sincerely hoping Council will ask: is it worth it?

The Top 7 reasons I am opposed to the erection of a telecommunications tower on Village land

1. We don't need a tower in our Village

I am with Telus, the largest cell service provider in Western Canada. We used to have much better cell service in Lions Bay. The question is: what changed and why, and what are the cell service providers going to do about it? Since Lions Bay consumers used to enjoy good cell signals, this suggests there is an alternate way to deliver the service for which we pay so dearly without having to erect a tower on Village land. The onus to provide customers with cellular service lies with service providers, not the Village. Based on comments on Facebook, it would appear quite a number of residents do not experience cell signal issues at all: seemingly Fido customers do just fine. One could argue that it would be nice to have natural gas in Lions Bay, but that doesn't mean the Village should make it happen other than to advocate on behalf of residents. Ditto faster internet service, more bandwidth and optic fibre. A better solution might therefore be for Council to approach the CRTC on behalf of residents and request they investigate why cell service in Lions Bay has deteriorated in recent years in the same way Council has discussed issues with BC Hydro and Terasen.

2. We don't need the money

The minor amount of revenue that would be generated by this unwanted tower could easily be covered by reducing our staff costs (which have doubled from \$700,000+ to almost \$1.4 million, excluding consultants) and eliminating unnecessary expenditure (an entirely separate discussion, but hiring a graphic designer comes to mind, as does paying a resident "volunteer" for a depiction of the proposed beach park project. I think we're at around

\$20,000 right there, and I don't even have the numbers we spent on new "no parking this side any time" signs to replace standard "no parking" signs, but I'm almost sure that might take us close to \$40,000).

3. The science

These towers pose a health risk to those living in close proximity, especially growing children. This has been documented for years and is not new information. I am also concerned about the impact on wildlife.

4. The tower would forever destroy the natural beauty of the mountain

In addition to those of us who live here because of the natural beauty around us, BC attracts millions of tourists from around the world who drive the Sea to Sky or travel on BC Ferries and enjoy the spectacular, world famous scenery. The pristine mountainside will be forever scarred if this tower is erected, especially once covered with dishes and other technical equipment. Even if they are painted green. I don't believe we have the moral right, as a Village, to compromise the world-famous scenery in which we live, and certainly many of us don't have the desire to do so either. I haven't even touched on the impact of flashing lights on the tower, both to humans and wildlife.

5. A tower in close proximity to homes may impact property values

Many buyers are well aware of the health impact of these towers, as they are of the effects of BC Hydro's pylons carrying high voltage lines, and will not buy homes close by. This is also common knowledge.

6. The process is flawed

- a) This public consultation is being conducted by a consultancy that is being paid by the American company that will benefit financially from the proposed tower. They have a pecuniary interest in getting this done and are hence biased. Whatever is presented on Thursday will be designed to sway residents to go along with the idea. This is how it's done.
- b) The previous council did not consult with residents when the idea was initially being considered. Asking for input at this late stage is disingenuous.
- c) To exacerbate (a) and (b), the severely slanted piece in the Village Update promised something that is not guaranteed at this time – better cell service, and does not disclose pertinent information. The piece did not mention:
 - No cell service providers have signed up to be on the tower at this time
 - Even if they do sign up, there is no guarantee at this time that service will be improved to all residents no matter where they may be in the Village, or some residents, or if residents would benefit at all – cell providers may simply use the tower to direct signals elsewhere.

At the end of the day, there was only one response to the RFP, from an American company. Is this not an indicator that Canadian cell service providers are not interested in erecting a tower here? Imagine the terrible PR they'd get for defacing one of "Beautiful, natural British Columbia's" most iconic tourist areas!

I ask again: is it worth it?

Penny Nelson